

PUBLIC LOTTERIES ACT 1996

POWERBALL RULES

It is hereby notified that the Minister administering the Public Lotteries Act 1996 has approved of the following Rules for the Conduct of the Game of Powerball and Promotional Powerball. In accordance with Section 23(3)(b) of the Act, these Rules take effect on and from 1 March 2013. These Rules supersede the Rules notified previously in the Government Gazette.

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RULE 1 DEFINITIONS

- (a) In these Rules unless inconsistent with the context:
- (i) "Act" means the Public Lotteries Act 1996, any amendment, modification, variation, or abrogation thereof for the time being in force;
 - (ii) "Advance Entry" means an Entry or Syndicate Entry for a nominated Draw in advance of the current Draw, whereby the maximum number of advanced Draws will be determined by the Licensee;
 - (iii) "Agreement" means any agreement for the time being made between the Licensee and interstate and/or Overseas Authorities in Participating Areas for the Conduct by them of Games of Powerball;
 - (iv) "Ancillary Fee" means a fee which the Chief Executive Officer may from time to time authorise a Reseller to charge a Player or Syndicate Player from whom a Reseller accepts a Subscription;
 - (v) "Approved" means approved in writing by the Minister;
 - (vi) "Automatic Entry" means an Entry or Syndicate Entry in respect of a Game of Powerball made pursuant to verbal instruction or electronic instruction (not requiring completion of an Entry Coupon) wherein:
 - (1) The selection of Numbers is made by way of a Computer Linked Terminal or the central processing computer equipment of the Licensee; and/or
 - (2) The Numbers are the Numbers previously selected by a Player and stored in the central processing computer equipment of the Licensee.
 - (vii) "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);
 - (viii) "Close of Acceptance" means the day and time of day determined by the Licensee after which Entries and/or Syndicate Entries will not be accepted;
 - (ix) "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;
 - (x) "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 Powerball or Games of Promotional Powerball;

- (xi) "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 Powerball;
 - (2) a Syndicate Entry in a Game of Powerball;
 - (3) a Syndicate Player's Syndicate Share in a Game of Powerball; and
 - (4) where appropriate a Player's entry in a Game of Promotional Powerball;
- (xii) "Conduct" in relation to a Game of Powerball and a Game of Promotional Powerball has the same meaning as assigned to it by Section 4(1) of the Act;
- (xiii) "Director" means a Director of the Board of Directors of the Licensee;
- (xiv) "Division 1 Prize Guarantee" means the Division 1 Prize amounts for a Drawing of a Game of Powerball, determined by the Licensee from time to time;
- (xv) "Drawing" means:
- (1) in relation to a Game of Powerball (but not including a Second Drawing) the selection of the Winning Numbers by lot using Drawing Devices;
 - (2) in relation to a Second Drawing the selection by lot of the Winning Numbers using Drawing Devices;
- (xvi) "Drawing Date" in relation to a Game of Powerball means the date on which the Winning Numbers are selected in respect of that Game of Powerball 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 Powerball;
- (xvii) "Drawing Devices" means equipment as Approved by the Minister from time to time used to conduct a Drawing;
- (xviii) "Employee" means an employee of the Licensee. In other contexts where appropriate "Employee" includes an employee of a Retailer;
- (xix) "Entry" means the Numbers in a Game of Powerball 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 in respect of which the correct Selling Fee or correct Syndicate Share Fee, as the case may be, has been paid;

- (xx) "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 Powerball and/or a Game of Promotional Powerball via a Computer Linked Terminal;
- (xxi) "Game of Powerball" 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 Powerball;
- (xxii) "Game of Promotional Powerball" means a public lottery Conducted for the purpose of promoting a Game of Powerball, and in respect of which:
- (1) eligibility to enter is confined to Players and Syndicate Players in a Game of Powerball; and
 - (2) no further Subscription, Commission or Syndicate Share Fee is charged;
- (xxiii) "Game Panel" means:
- (1) The two separate but related matrices on an Entry Coupon: the main matrix containing the Numbers from 1 to 40 in arithmetical sequence and the related Powerball matrix containing the Numbers from 1 to 20 in arithmetical sequence; or
 - (2) a single game on a Ticket and the Entry to which it relates.
- (xxiv) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxv) "Jackpot Drawing" means the next Drawing of a Game of Powerball (other than a Second Drawing), as approved by the Licensee following the Drawing of a Game of Powerball (other than a Second Drawing) where there is no winner in accordance with Rule 12(h) Division 1(i);
- (xxvi) "Licensee" means New South Wales Lotteries Corporation Pty Ltd;
- (xxvii) "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;
- (xxviii) "Minister" means the Minister for the time being administering the Act;
- (xxix) "Multiple Draws Entry" means an Entry that is valid for more than one Drawing;
- (xxx) "Multiple Draws Exchange Ticket" means a Ticket issued to a Player:

- (1) who surrenders a Multiple Draws Ticket to collect or to claim a Prize won in respect of that Multiple Draws Ticket;
 - (2) who surrenders a Syndicate Share Ticket that contains more than one product to collect or to claim a Prize won in respect of that Multiple Draws Ticket;
 - (3) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multiple Draws Ticket;
 - (4) where the Multiple Draws Exchange Ticket shall be Imprinted with the same Numbers as the Multiple Draws Ticket surrendered;
 - (5) where the Multiple Draws Exchange Ticket shall be considered the Multiple Draws Ticket in respect of the remaining Drawing/s.
- (xxxi) "Multiple Draws Ticket" means a Ticket issued in respect of more than one Drawing;
- (xxxii) "Numbers" has the same meaning as Section 5 of the Act;
- (xxxiii) "Operator Licence" means the operator licence granted to the Licensee, pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;
- (xxxiv) "Outlet" means a place at which a Retailer is permitted to accept completed Entries into Games of Powerball and entries into Games of Promotional Powerball;
- (xxxv) "Overseas Authority" means a person who is authorised to Conduct Games of Powerball and Games of Promotional Powerball in Participating Areas overseas;
- (xxxvi) "Participating Area" means a State, Territory or Country in which a person is authorised to Conduct Games of Powerball under a corresponding law;
- (xxxvii) "Player" means a person who:
- (1) has paid the correct Subscription and Commission for a valid Entry; and/or
 - (2) holds a valid Entry; and/or
 - (3) holds, bears and submits a valid Ticket to the Licensee or a Retailer for the purposes of receiving a Prize; and

includes where relevant a person who has validly entered a Game of Promotional Powerball and who holds, bears and submits a ticket in the Game of Promotional Powerball to the Licensee or a Retailer for the purposes of receiving a Prize;

- (xxxviii) "Powerball Number" in relation to a Game of Powerball means the first and only Number drawn from the second Drawing Device
- (xxxix) "Prize" means any Prize determined in accordance with Rule 12;
- (xl) "Prize Allocation" means that proportion of Subscriptions paid into the Prize Fund for a particular Game of Powerball as specified in Rule 12(a);
- (xli) "Prize Fund" means an account established under Section 27 of the Act and known as the Powerball Prize Fund Account;
- (xlii) "Prize Pool" has the meaning in Rule 12(b);
- (xlili) "Prize Reserve Fund" means the fund located in the Prize Fund under Section 27 of the Act containing:
 - (1) the amounts specified in Rule 12(c); and
 - (2) an amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act;
- (xliv) "Product Licence" means the product licence granted to the Licensee to Conduct Games of Powerball and Games of Promotional Powerball pursuant to Section 12 of the Act;
- (xlv) "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;
- (xlvi) "Provisional Prize" is a Prize in Division 1 and/or a Prize (or additional Prize in the case of a Second Drawing) that exceeds \$1,000.00 as shown on a Computer Linked Terminal;
- (xlvii) "Provisional Prize Winner" means a Player who holds a Ticket which is eligible for a Provisional Prize;
- (xlviii) "Registered Player" means a Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Player;
- (xlix) "Registered Syndicate Player" means a Syndicate Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Syndicate Player;
- (l) "Regulation" means a regulation made under the Act;
- (li) "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 Powerball and instructions with respect to a Game of

Promotional Powerball 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;

- (lii) "Retailer" means a person or agent appointed by the Licensee for purposes associated with Games of Powerball and Games of Promotional Powerball Conducted by the Licensee and includes a Reseller;
- (liii) "Rules" means these Rules made under the Act any amendment, modification, variation, or abrogation thereof for the time being in force;
- (liv) "Second Drawing" means an additional Drawing Conducted as part of a Game of Powerball in accordance with the Rules;
- (lv) "Selling Fee" means the sum of the Commission and Subscription and Ancillary Fee (where applicable);
- (lvi) "Standard Entry" means the Entry referred to in Rule 8;
- (lvii) "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;
- (lviii) "Syndicate Entry" is an arrangement under which a type of Entry or combination of types of Entries, in the Game of Powerball or other products is divided into a number of equal shares;
- (lix) "Syndicate Organiser" is a person referred to in Rule 10;
- (lx) "Syndicate Player" means a person who:
 - (1) has paid the correct Syndicate Share Fee for a valid Syndicate Share; and
 - (2) holds, bears and submits a valid Ticket to the Licensee or a Retailer for the purposes of receiving a Prize; andincludes a person who has validly entered a Game of Promotional Powerball and who holds, bears and submits a ticket in the Game of Promotional Powerball to the Licensee, a Retailer for the purposes of receiving a Prize;
- (lxi) "Syndicate Share" means a share of a Syndicate Entry;
- (lxii) "Syndicate Share Fee" means the amount payable by a Syndicate Player to participate in a Syndicate comprising the relevant apportionment of both the Subscription and Commission rounded as necessary to the nearest whole cent in accordance with these Rules;
- (lxiii) "System Entry" means an Entry referred to in Rule 9;

- (lxiv) "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 Powerball or that a Syndicate Player has paid the correct Syndicate Share Fee for a valid Syndicate Share in a Game of Powerball, and which:
- (1) contains Entry or Syndicate Share 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;
- (lxv) "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 Game of Powerball;
- (lxvi) "Winning Numbers" in relation to a Game of Powerball (including a Second Drawing) means the six numbers drawn from the first Drawing Device.

(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 OF GAMES OF POWERBALL AND
GAMES OF PROMOTIONAL POWERBALL**

- (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 Powerball and Game of Promotional Powerball.
- (b) All decisions made by the Chief Executive Officer concerning the Prize Fund and the declaration and payment of Prizes shall be final and binding on all Players and Syndicate Players.
- (c) A Drawing in relation to a Game of Powerball shall take place after the Close of Acceptance of Entries and Syndicate Shares has closed for that Game of Powerball.
- (d) Games of Powerball will be drawn on Thursday of each week unless the Chief Executive Officer determines otherwise.
- (e) Drawings undertaken in the State of New South Wales shall be conducted in such manner as approved 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 and Syndicate Players.

- (f) Where a Malfunction in a Drawing Device occurs:
 - (i) only the Number/s drawn before a Malfunction has commenced shall be Winning Number/s;
 - (ii) in the event that any Winning Number/s are still to be selected after the Malfunction:
 - (1) the Drawing shall commence or re-commence, as the case may be, as soon as practicable after the rectification of the Malfunction; or
 - (2) where the Malfunction cannot be rectified, the Drawing shall commence or re-commence, as the case may be, using substitute Drawing Devices as soon as practicable after the commencement of the Malfunction and shall continue until all Winning Numbers and the Powerball Number are drawn.
- (g) Drawings conducted outside the State of New South Wales shall be conducted and supervised in accordance with the requirements of the relevant regulatory body for the State or Territory in which the Drawing is conducted.
- (h) The Licensee may Conduct a Game of Promotional Powerball 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 Powerball in conjunction with another Game of Powerball or

separately from a Game of Powerball or otherwise in conjunction with another lottery Conducted by the Licensee.

- (i) A Game of Promotional Powerball shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (j) The Prize structure for a Game of Promotional Powerball shall comprise the number, nature and value of Prizes to be offered by the Licensee to Players and Syndicate Players during the period of each Game of Promotional Powerball.
- (k) During the period in which the Licensee accepts entries in a Game of Promotional Powerball some of the Prizes in the approved Prize structure may already have been won when a Player or Syndicate Player enters the Game of Promotional Powerball leaving the balance of Prizes still available to be won by Players and Syndicate Players at the time of their respective entries.
- (l) There shall be no obligation or liability imposed upon the Licensee whatsoever to advise or otherwise inform prospective Players and Syndicate Players in a Game of Promotional Powerball of the number, nature or value of Prizes still available to be won by them at the time of their proposed entry into a Game of Promotional Powerball.
- (m) A ticket in a Game of Promotional Powerball may include one or more Prizes to be won on the same ticket.
- (n) A Game of Promotional Powerball may require the Player or Syndicate 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 Powerball and shall be binding on all Players and Syndicate Players.
- (b) In the event of any inconsistency between these Rules and the instructions and conditions printed on Entry Coupons, Tickets or promotional materials, these Rules shall prevail to the extent of any inconsistency.
- (c) These Rules shall apply to each Game of Promotional Powerball and shall be binding on all Players and Syndicate Players.
- (d) By entering a Game of Powerball or a Game of Promotional Powerball Players and Syndicate Players agree to be bound by these Rules and to accept as final and binding on them all decisions made by the Chief Executive Officer.
- (e) The Rules that are in force at the time of purchase of a Ticket in a Game of Powerball or a Promotional Game of Powerball are contractually binding on the Licensee and the Player.
- (f) A Retailer has no authority to bind the Licensee in contract or otherwise.
- (g) The Chief Executive Officer may appoint a delegate to perform a function under these Rules which function would otherwise be required to be performed by the Chief Executive Officer. Such appointment shall be on such terms and conditions as the Chief Executive Officer may determine.
- (h) Any reference to the Chief Executive Officer in these Rules shall include a reference to a duly authorised delegate of the Chief Executive Officer under Rule 3(g).
- (i) These Rules will be displayed and made available for inspection at each Outlet.

RULE 4 OBJECT

The object of the Game of Powerball is to select six (6) Winning Numbers in the main matrix and one (1) Powerball Number in the Powerball matrix in a Game Panel.

RULE 5 ELIGIBILITY FOR INCLUSION IN A GAME OF POWERBALL

- (a) In order for an Entry or Syndicate Share to be eligible for inclusion in a Game of Powerball, before the Close of Acceptance of Entries into that Game of Powerball;
 - (i) the Entry or Syndicate Share 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 or Syndicate Share 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 or Syndicate Player must have paid the correct Selling Fee or Syndicate Share Fee as the case may be in relation to such Entry or Syndicate Share.

- (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 Powerball by completing or marking the Entry Coupon in accordance with the instructions appearing on the Entry Coupon. 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) or Syndicate Share 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 or Syndicate Player on the payment of the Selling Fee or Syndicate Share Fee.
- (c) Subject to Rule 6(e) acceptance of a Ticket by a Player or Syndicate Player shall constitute the Player's or Syndicate Player's acknowledgment of the correctness of the details (including Entry or Syndicate Share details) thereon. The Ticket issued to a Player or Syndicate Player shall be the only form issued by the Licensee or its Retailer to the Player or Syndicate Player evidencing the Player's Entry or Syndicate Player's Syndicate Share, as the case may be. It is the responsibility of the Player or Syndicate Player to check the accuracy of all details on the Ticket at the time it is received by a Player or Syndicate Player from the Retailer. No Entry Coupon shall have any validity or be of evidence for any purpose after the Ticket has been issued to the Player or Syndicate Player.
- (d) In the event that the details recorded on the Player's or Syndicate Player's Ticket are not consistent with the details held by the Licensee by way of Computer Records then the latter shall apply to the exclusion of the former and shall determine what Prize, if any, the Player or Syndicate Player shall be entitled to and the Player or Syndicate Player shall be bound by any such determination.
- (e) Without limiting the provisions of Rule 15 the following apply –
 - (i) A Player or Syndicate Player may return a Ticket and request that the Ticket and the Entry or Syndicate Share to which it relates be cancelled by a Retailer. The Retailer shall cancel the Ticket and the Entry or Syndicate Share 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 or Syndicate Share into a Game of Powerball may cancel the Entry or the Syndicate Share and the Ticket to which it relates.
 - (iii) A Ticket and the Entry or Syndicate Share to which it relates may (at the Licensee's absolute discretion) be voided or cancelled by the Licensee 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 or Syndicate Share to which it relates.

- (f) Where an Entry or Syndicate Share and the Ticket to which it relates has been cancelled by the Licensee or the Retailer, the Player or Syndicate Player shall be refunded the Selling Fee, or Syndicate Share Fee, as the case may be, paid in respect of such Entry or Syndicate Share.
- (g) A Ticket which is recorded as void or cancelled in the Licensee's Computer Records shall be void regardless of whether such Ticket was cancelled in error by a Retailer or the Licensee or otherwise, and no Prize shall be payable in respect of such Ticket. It is the responsibility of the Player to ensure that the correct Ticket has been cancelled and to inform the Retailer or the Licensee if 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.
- (h) Where an Entry or Syndicate Share in a Game of Powerball 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 or Syndicate Share 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 Powerball; and
 - (ii) the Retailer has failed to cancel the Entry or Syndicate Share before the Close of Acceptance of Entries in respect of that Game of Powerball; then
- the Retailer shall be liable for and shall meet the cost of the Selling Fee or Syndicate Share Fee, as the case may be, in respect of the Entry or Syndicate Share and in such case, for the purposes of these Rules, such Retailer shall:
- (iii) be considered a Player or Syndicate Player as the case may be; and
 - (iv) be the holder of the Entry or Syndicate Share, as the case may be; and
 - (v) owe the Licensee the amount of the unpaid Selling Fee or Syndicate Share Fee as a debt due and owing to the Licensee.
- (i) The Licensee shall not be liable for any errors or omissions in respect of a Player's selections as recorded on the Computer Records. It is the responsibility of the Player to check that the Numbers and other details shown on a Ticket are correct.
- (j) A Reseller has no authority to verify the accuracy or completion by a Player or Syndicate Player of any part of an Entry Coupon or any other approved Entry or Syndicate Share whether by post, telephone, facsimile, modem (internet) or otherwise. Entry into a Game of Powerball by a Player or Syndicate Player with a Reseller does not exempt the Player or Syndicate Player from being bound by these Rules and a Player or Syndicate Player using a Reseller to submit an Entry Coupon or any other approved Entry or Syndicate Share 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 or Syndicate Share, the issue of any Ticket and the payment of any Prize.
- (k) Neither the Licensee nor a Retailer shall be liable to a Player or Syndicate Player in the event of the destruction, loss, theft or mutilation of a Ticket issued to a Player or

Syndicate Player. It shall be the sole responsibility of the Player or Syndicate Player to ensure the safe custody of a Ticket issued to the Player or Syndicate Player.

- (l) A Ticket shall at all times remain the property of the Licensee and a Player or Syndicate 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 in the amounts specified in Schedule 1 of these Rules. By entering a Game of Powerball the Player accepts liability to pay the Commission to the Licensee. By entering a Game of Powerball a Syndicate Player accepts liability to pay to the Licensee that part of the Commission payable in respect of a Syndicate Share.

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

RULE 8 STANDARD ENTRY

- (a) A Standard Entry is the selection of six (6) Numbers in the main matrix of a Game Panel, and either:
 - (i) one (1) Powerball Number in the Powerball matrix in a Game Panel; or
 - (ii) all twenty (20) Powerball Numbers in the Powerball matrix in a Game Panel;and may be made by way of an Entry Coupon or via Automatic Entry.
- (b) A Standard Entry may be played as a Multiple Draws Entry, Advance Entry, or Syndicate Entry.
- (c) Where an Entry Coupon is used in respect of a Standard Entry, six (6) Numbers shall have been marked in the main matrix in a Game Panel.
- (d) In the case of Rule 8(a)(i) the minimum number of Standard Entries that can be played is
 - (i) four (4) Game Panels where entry is made via an Entry Coupon; or
 - (ii) four (4) Game Panels where entry is made via an Automatic Entry using Numbers previously selected and stored by the Player; or
 - (iii) six (6) Game Panels where entry is made via an Automatic Entry except for in the circumstances described in Rule 8 (d) (ii)
 - (iv) the Selling Fee for each Standard Entry is set out in Schedule 1.
- (e) In the case of Rule 8(a)(ii):
 - (i) The minimum number of Standard Entries that can be played is one (1) Game Panel; and
 - (ii) the Selling Fee for each Standard Entry is set out in Schedule 1.
- (f) Where an Entry Coupon is used in respect of a Standard Entry and one or more Game Panels have been marked the Player may request additional Standard Entries to be randomly generated, subject to the capability of the Computer Linked Terminal and/or the central processing computer equipment.

RULE 9 SYSTEM ENTRY

- (a) A System Entry may be made by way of an Entry Coupon or via Automatic Entry.
- (b) A System Entry may be played as a Multiple Draws Entry, Advance Entry, or Syndicate Entry.
- (c) Where an Entry Coupon is used in respect of a System 7 to 20 Entry, 7 to 20 numbers shall be selected by marking the Numbers and the appropriate area for a System Entry in the main matrix of the Game Panel and:
 - (i) one (1) Number shall be selected by marking that Number in the Powerball matrix in a Game Panel; or
 - (ii) all twenty (20) Numbers shall be selected in the Powerball matrix by marking the appropriate area in a Game Panel.
- (d) Where an Entry Coupon is used in respect of a System 5 or 6 Entry, 5 or 6 numbers shall be selected by marking the Numbers and the appropriate area for a System Entry in the main matrix of the Game Panel and:
 - (i) one (1) Number shall be selected by marking that Number in the Powerball matrix in a Game Panel; or
 - (ii) all twenty (20) Numbers shall be selected in the Powerball matrix by marking the appropriate area in a Game Panel.
- (e) Where an Entry Coupon is used in respect of a System Entry and one or more Game Panels have been marked, the Player may request additional Standard Entries to be randomly generated, subject to the capability of the Computer Linked Terminal and/or the central processing computer equipment.
- (f) The Selling Fee payable for each System Entry is set out in Schedule 1.

RULE 10 SYNDICATE ENTRY

- (a) A Syndicate Entry may be formed by:
- (i) the Licensee;
 - (ii) a Retailer; or
 - (iii) a group of two (2) or more Retailers;
- and each will be known as “Syndicate Organisers”.
- (b) If a Syndicate Share is not sold 10 minutes prior to the Close of Acceptance of Entries for the first Drawing applicable to that Syndicate Entry, the Syndicate Share is automatically issued to:
- (i) for a Syndicate Entry formed by one (1) Retailer only, the Retailer that formed that Syndicate Entry; or
 - (ii) for a Syndicate Entry formed by a group of two (2) or more Retailers:
 - (1) the Retailer who is responsible for the sale of the Syndicate Share; or
 - (2) if the Syndicate Share was sold and then cancelled by a Retailer, the Retailer who cancelled that Syndicate Share; or
 - (3) in accordance with Rule 10(b)(iii)(2) if the Licensee joined the Syndicate and was responsible for the sale of the relevant Syndicate Share;
 - (iii) for a Syndicate Entry formed by the Licensee:
 - (1) if the Syndicate Share was sold and then cancelled by a Retailer, the Retailer who cancelled the Syndicate Share; or
 - (2) otherwise, the central processing computer equipment will randomly register the Syndicate Share to a person (at no cost to such person) who is at that time a Registered Player
 - (iv) if a Syndicate Share is issued under Rule 10(b)(i), 10(b)(ii)(1), 10(b)(ii)(2), or 10(b)(ii)(3) the Licensee will collect the amount owing for the Syndicate Share from the Retailer to whom the Syndicate Share is issued under this Rule.
- (c) A Syndicate Entry may only be cancelled if all Syndicate Shares are available for sale.
- (d) A Syndicate Share that is sold but later cancelled is a Syndicate Share that is available for sale.
- (e) The Syndicate Player must pay the Syndicate Share Fee in respect of each Syndicate Share purchased by the Syndicate Player.

- (f) Where no Syndicate Share in a Syndicate Entry has been sold at the Close of Acceptance, that Syndicate Entry will be cancelled and:
- (i) is not eligible to be entered into a Game of Powerball and
 - (ii) shall not be included in a Drawing; and
- no person or other legal entity is entitled to receive any Prize.
- (g) The Licensee may pay a fee or reward to its Retailers for the promotion of any Syndicate Entry or sale of any Syndicate Shares other than the Syndicate Share Fee.
- (h) Upon payment of the Syndicate Share Fee in respect of a Syndicate Share a Syndicate Player shall be entitled to receive a Ticket.

RULE 11 SUBMISSION OF AN ENTRY

- (a) The Licensee may impose a registration fee payable by a Player or a Syndicate Player for the provision by the Licensee of the player registration service. Application will be by way of an application form as approved by Chief Executive Officer.
- (b) A person under the age of eighteen (18) years shall not enter a Game of Powerball or a Game of Promotional Powerball.
- (c) An Entry or Automatic Entry may be made through the Licensee or a Retailer.
- (d) The correct Selling Fee or Syndicate Share Fee and player registration fee (if applicable) must be paid by a Player or Syndicate Player to a Retailer or to the Licensee in respect of an Entry or Syndicate Share;
- (e) The form of payment of the Selling Fee or Syndicate Share Fee or player registration fee (if applicable) must be acceptable to the Chief Executive Officer.
- (f)
 - (i) If anonymity is desired the Player or Syndicate Player should clearly so indicate on the appropriate Prize claim form or indicate same when completing application to become a Registered Player or Registered Syndicate Player. Players or Syndicate Players who subsequently desire anonymity should apply in writing to the Chief Executive Officer prior to the publication of the Player's or Syndicate Player's name and address pursuant to the provisions of Rule 13(b) and if in the opinion of the Chief Executive Officer sufficient time is available to prevent publication then the Chief Executive Officer may grant such application and withhold publication.
 - (ii) All correspondence to the Chief Executive Officer in accordance with Rule 11(f)(i) should be addressed:-

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

or such other address as may be publicly notified from time to time by the Chief Executive Officer.
- (g) All marks appearing on an Entry Coupon are taken to be made or given exclusively by the Player in respect of an Entry.
- (h) Where a Player submits an Entry Coupon or other form of entry, or in the case of a Syndicate Entry, where a Syndicate Player purchases a Syndicate Share, as trustee, representative or nominee for another person or persons, the Licensee will be taken to have no knowledge, nor to be on notice whether actual or constructive, of any such arrangement and the transaction will be conducted solely with the Player or Syndicate 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 Drawing relating to that Entry or Syndicate Share. For the purposes of this paragraph an Entry or Syndicate Share will be taken to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.

(j) Other than as provided for in Rule 6(e), no Ticket may be withdrawn or altered after issue to a Player or Syndicate Player without the consent of the Licensee.

(k) Form of entry in a Game of Promotional Powerball

(i) The Chief Executive Officer is to approve the form of entry for a Game of Promotional Powerball;

(ii) Without limiting Rule 11(k)(i), the form of entry in a Game of Promotional Powerball 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 Powerball 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 Powerball:

(1) constitutes the Player's or Syndicate Player's official receipt;

(2) is, following its acceptance, to constitute the Player's or Syndicate Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and

(3) is to be the only document issued by the Licensee, its Retailers to the entrant evidencing the processing of an entry in the Game of Promotional Powerball.

RULE 12 PRIZES

- (a) The Prize Allocation in a Game of Powerball shall be not less than sixty percent (60%) of Subscriptions.
- (b) The Prize Pool in a Game of Powerball shall be funded from the Prize Allocation and shall be not less than fifty five percent (55%) of Subscriptions.
- (c) The Prize Reserve Fund in respect of a Game of Powerball shall be funded from the Prize Allocation and shall retain not more than five percent (5%) of Subscriptions and shall be used to:
 - (i) fund any difference between the Division 1 Prize Guarantee and the Prize Pool allocation pursuant to Rule 12(h) Division 1;
 - (ii) fund any prize payable pursuant to Rule 12(i), Rule 12(j) and Rule 12(k).
- (d) Prizes for each Game of Powerball shall be paid by the Licensee from the Prize Pool and the Prize Reserve Fund in accordance with the provisions and classifications of Rule 12(h) Division 1, Division 2, Division 3, Division 4, Division 5, Division 6, Division 7 and Division 8.
- (e) Any such Prize shall, where only one (1) Entry or Syndicate Entry is eligible for that Prize, be payable in respect of that Entry or Syndicate Entry, or shall, where two (2) or more Entries and/or Syndicate Entries are eligible for that Prize, be shared equally between those Entries and/or Syndicate Entries.
- (f) Where a Syndicate Entry is eligible for a Prize, such Prize shall be divided by the number of Syndicate Shares in the Syndicate Entry to determine the amount payable in respect of each Syndicate Share.
- (g) Subject to Rule 12(f), the amount payable in respect of a Syndicate Share shall be rounded to the nearest cent.
- (h) Unless otherwise Approved, the Prize Pool will be distributed in the following indicative 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 the Division 1 Prize Pool shall be subject to a rounding off process (which shall be to the nearest sum containing a five (5) cent multiple). Monies required for rounding up shall be drawn from the Division 1 Prize Pool. Where a rounding down process has occurred, the excess monies shall be paid into the Division 1 Prize Pool.

Division 1 -

- (i) A Prize of an amount equal to 40.0% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains all the Winning Numbers plus the Powerball Number. Such amount may be supplemented from monies held in the Prize Reserve Fund as determined by the Licensee.

- (ii) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, an amount equal to 40% of the Prize Pool shall be retained in the Prize Fund so as to form part of the monies payable in respect of any Entry or Syndicate Entry which contains all the Winning Numbers plus the Powerball Number in the Jackpot Drawing; provided that no such additional jackpotting shall be effected for more than twenty five (25) consecutive games of the same type, so that if no Division 1 Prize is payable in respect of any Entry or Syndicate Entry in twenty five (25) consecutive games of that type and there is no such Prize is payable in respect of any Entry or Syndicate Entry in the next (or 26th) consecutive game of that type, then the total Prize money of such additions or jackpot, when added to the Division 1 Prize payable in respect of such 26th game, shall be added to the Prize money allocated to the next lower division in which a Prize is payable in respect of an Entry or Syndicate Entry or Entries or Syndicate Entries.

Division 2 -

A Prize of an amount equal to 3.25% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains the six (6) Winning Numbers

Division 3 -

A Prize of an amount equal to 3.40% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains five (5) but not more than five (5) of the six (6) Winning Numbers plus the Powerball Number.

Division 4 -

A Prize of an amount equal to 1.90% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains five (5) but not more than five (5) of the six (6) Winning Numbers.

Division 5 -

A Prize of an amount equal to 1.45% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains four (4) but not more than four (4) of the six (6) Winning Numbers from the first barrel plus the Powerball Number

Division 6 -

A Prize of an amount equal to 12.65% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains three (3) but not more than three (3) of the six (6) Winning Numbers from the first barrel plus the Powerball Number. from the Powerball barrel

Division 7 -

A Prize of an amount equal to 11.35% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains four(4) but not more than four (4) of the six (6) Winning Numbers from the first barrel.

Division 8 -

A Prize of an amount equal to 26% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains two (2) but not more than two (2) of the six (6) Winning Numbers plus the Powerball Number.

(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 Powerball following the Powerball Draw, provided that:

- (i) the Second Drawing shall be Conducted following the Drawing of the Game of Powerball;
- (ii) an Entry or Syndicate Entry made in respect of a Game of Powerball shall be automatically entered into the Second Drawing in respect of a Game of Powerball 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 or Syndicate Entry which, or shall be payable in equal shares in respect of any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers from the first barrel plus the Powerball Number from the Powerball barrel;
- (iv) the amount or amounts of such Prize or Prizes shall be determined by the Chief Executive Officer;
- (v) the Second Drawing shall not constitute a separate Game of Powerball but shall be part of the normal weekly Game of Powerball.

(j) A Game of Powerball may include:

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

Any such Prize or Prizes may be paid in monetary terms or in kind.

(k) Prizes in a Game of Promotional Powerball

- (i) The Prizes payable in a Game of Promotional Powerball 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 Powerball or another lottery Conducted by the Licensee; and
 - (7) such other Prizes as may (subject to this clause) be determined by the Chief Executive Officer.
- (ii) A Prize in a Game of Promotional Powerball must not consist of or include tobacco.
 - (iii) A Prize in a Game of Promotional Powerball must not consist of or include liquor within the meaning of the Liquor Act 1982.
- (l) Determination of Prizes in a Game of Promotional Powerball
- (i) The Chief Executive Officer is to determine the number, nature and value of Prizes in each Game of Promotional Powerball.
 - (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 Powerball Conducted by it.
 - (iii) The Chief Executive Officer may change or alter the nature of any Prize offered in a Game of Promotional Powerball, 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 Powerball are payable in such manner as is approved by the Chief Executive Officer for the purposes of that Game of Promotional Powerball.

RULE 13 ANNOUNCEMENT OF PRIZES

- (a) Following each Drawing of a Game of Powerball 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 Powerball Number;
 - (ii) the amount of the Prize Pool allocated to each Division;
 - (iii) the value of each Prize Division and the number of Prize Winners in each Prize Division.

- (b) Following each Drawing of a Game of Powerball the Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
 - (i) the names and addresses of Provisional Prize Winners except where either anonymity applies in accordance with Rule 11(f)(i) or where Provisional Prize Winners are not Registered Players or Registered Syndicate Players;
 - (ii) information on the manner of payment of Prizes; and
 - (iii) the manner in which claims under Rules 14(a), 14(b), 14(i) and 14(k) must be made.

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

- (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 14 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES

- (a) In relation to a Game of Powerball:
- (i) other than as provided for Registered Players and Registered Syndicate Players, any Division 1 Prize (or in the case of a Syndicate Entry, a share of 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 14(l) and any other evidence that the Chief Executive Officer may from time to time require;
 - (ii) the date of lodgement of a Prize claim in accordance with Rule 14(a)(i) is the day of receipt by the Licensee.
- (b) A Registered Player winning a Division 1 Prize (or in the case of a Syndicate Entry, a Registered Syndicate Player winning a share of 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 (or in the case of a Syndicate Entry, any share of a Provisional Prize won by a Registered Syndicate Player) the Chief Executive Officer may require that Registered Player or Registered Syndicate Player to lodge with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 14(l) hereof.
- (c) Where a Registered Player or Registered Syndicate Player has been requested to claim a Provisional Prize in accordance with Rule 14(b) the Prize may be paid in accordance with the procedure and conditions set out in Rule 14(d) hereof.
- (d) A Provisional Prize or share of a Provisional Prize shall not be payable as a Prize until after the expiry of the Provisional Period, and shall be payable by cheque or, if requested by the Prize Winner, by electronic funds transfer.
- (e) For Registered Players, any Prize (or in the case of a Registered Syndicate Player, any share of a Prize) not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid, upon surrender of a winning Ticket, except if it is linked to a winning Entry that is entitled to a Provisional 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 not earlier than the day immediately after the relevant Drawing Date. Prizes not so claimed will be paid by the Licensee by cheque or at the discretion of the Licensee by electronic funds transfer after a period of time determined by the Chief Executive Officer.
- (f) For a Player or Syndicate Player who is not a Registered Player or Registered Syndicate Player, any Prize (or in the case of a Syndicate Entry, any share of a Prize) not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player or Syndicate 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.
- (g) Subject to Rules 14(a), 14(b), 14(c), 14(d) and 14(e) above, a Player being eligible for a Prize on a Multiple Draws Ticket may claim or collect that Prize and be issued with an Multiple Draws Exchange Ticket for any subsequent valid Drawings. . For Registered

Players or Registered Syndicate Players, any unclaimed Multiple Draws Ticket Prizes will not be paid until after the last Drawing on the winning Ticket

(h) A Prize or, in the case of a Syndicate Entry, a share of a Prize, not paid by a Retailer in accordance with Rule 14(f) will be paid by the Licensee by cheque, or at the discretion of the Licensee, by electronic funds transfer, upon the submission to the Licensee of a Prize claim form, the Prize winning Ticket and such other evidence as the Chief Executive Officer may from time to time require.

(i) A:

(i) Registered Player or Registered Syndicate Player who claims to be entitled to a Division 1 Prize, (or in the case of a Syndicate Entry a share in a Division 1 Prize) pursuant to Rule 14(b) and who has not been notified within five (5) days in accordance with Rule 14(b) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal; or

(ii) Player or Syndicate Player who claims to be entitled to a Provisional Prize (or in the case of a Syndicate Entry a share in a Provisional Prize) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal;

must claim immediately by written application to the Licensee at the address printed on the Prize claim form and such Prize claim form must contain or be accompanied by the like particulars set out in Rule 14(l) and be received by the Licensee within a period approved from time to time by the Licensee, but not later than ten (10) consecutive calendar days after the Drawing Date starting on the day immediately following the Drawing Date.

A claim not received in accordance with this Rule 14(i) will be rejected and the Licensee shall have no liability in relation thereto.

(j) The Entry or Syndicate Entry subject of a claim for a Provisional Prize made in accordance with Rule 14(i) shall be entitled to that Provisional Prize if it is found by the Licensee to be a winning Entry or winning Syndicate Entry before the expiry of the Provisional Period, and in such case the Provisional Prize amount shall be varied to take into account the new Provisional Prize Winner.

(k) A:

(i) Player or Syndicate 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 or Registered Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1000.00 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 14(e);

must lodge a Prize claim form containing or accompanied by the particulars set out in Rule 14(l).

- (l) The particulars required in accordance with the provisions of Rules 14(a), 14(b), 14(i) and 14(k) are:
- (i) the name and address of the Player or Syndicate Player;
 - (ii) the Ticket Number;
 - (iii) the Numbers included on the relevant numbered line on the Ticket;
 - (iv) the Player's or Syndicate Player's registration number if a Registered Player or Registered Syndicate Player;
 - (v) the Ticket, which must be legible and be consistent with the details held by the Licensee's Computer Records and must not be mutilated, altered, reconstituted, counterfeit or stolen; and
 - (vi) such further evidence or information as the Licensee requires.
- (m) Notwithstanding the provisions of this Rule 14, if an Entry or Syndicate Entry which would otherwise have been entitled to a Prize or share of a Prize not exceeding \$1,000.00 is discovered after payment of Prizes has commenced the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, pay to the Player or Syndicate Player the same Prize or Share of a Prize as is being paid to winning Players or winning Syndicate Players or such other Prize amount or share of a Prize amount as determined by the Chief Executive Officer.
- (n) 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 (or in the case of a Syndicate Entry a share of a Prize or of a Provisional Prize) to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Prize or Provisional Prize (or, in the case of a Syndicate Entry, is the Syndicate Player entitled to a share of 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 Provisional Prize may fail to meet some or all of the elements (1), (2) or (3) contained in Rule 1(a)(xxxvii) or elements (1) or (2) contained in Rule 1(a)(lx) or may fail to meet one or more of the provisions contained in these Rules governing Prize entitlement.
- (o) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player or Syndicate Player in accordance with these Rules.
- (p) Subject to Rule 14(i) at any time before the payment of Prizes the Chief Executive Officer may correct an error made in determining the number of Entries or Syndicate Entries entitled thereto or the amount thereof.
- (q) The payment of a Prize or share of a Prize to any Player or Syndicate 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.
- (r) Subject to Section 27 of the Act, all unclaimed or uncollected Prizes or shares of Prizes shall be retained in the Prize Fund for payment to the Players or Syndicate Players entitled thereto.

- (s) Remittances for payments of Prizes or shares of Prizes may include all Prizes or shares of Prizes won on the same Ticket.
- (t) 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, in the Chief Executive Officer's sole discretion, direct:
 - (i) by hand upon any conditions that the Chief Executive Officer may determine;
 - (ii) by post whether certified, registered, or ordinary post; or
 - (iii) as otherwise directed in writing by the Player or Syndicate Player.
- (u) 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 or Registered Syndicate Player, to the name and address appearing on the Licensee's records relating to that Player or Syndicate Player;

Thereafter the Licensee shall not be held liable for any loss, delay in the delivery thereof or any negotiation of such cheque. A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of same. A reasonable sum (as determined by the Chief Executive Officer) may be deducted to cover postage and processing.

- (v) Any Prize or share of a Prize sent by the Licensee to a Player or Syndicate Player and any refund of Selling Fees sent by post will be sent to the name and address advised in writing by the Player or Syndicate 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.
- (w) The payment of all Prizes or shares of Prizes pursuant to this Rule 14 will discharge the Licensee from liability notwithstanding the existence of any trust, whether express, constructive or implied. Where the Licensee has paid a Player or Syndicate Player pursuant to this Rule 14 and the Chief Executive Officer is, after such payment has been made, of the view that:
 - (i) the Player or Syndicate Player was not the Player or Syndicate Player to whom such payment should have been made; or
 - (ii) a Prize is not payable to the Player or Syndicate Player;

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

- (x) A Prize or share of a Prize may be claimed through a Retailer or by mail direct to:

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

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

- (y) Any Prize or share of a Prize to be paid in accordance with Rule 12(i) or Rule 12(k) shall be forwarded to the winner thereof in such manner as the Chief Executive Officer may, in the Chief Executive's sole discretion, direct.
- (z) No Prize shall be payable in respect of a Ticket which fails any confidential security test of the Licensee.
- (aa) The Licensee shall be entitled, in its absolute discretion, to recognise the person who holds, bears and submits a Ticket as the Prize winner.
- (bb) The Licensee accepts no responsibility or liability for lost or stolen Tickets. Registration as a Registered Player shall not entitle a person to whom a winning Ticket is registered to be paid a Prize which has been previously paid by the Licensee to the address of the Registered Player.
- (cc) Payment of Prizes in a Game of Promotional Powerball
 - (i) A Prize is not payable in a Game of Promotional Powerball unless:
 - (1) the entry submitted in a Game of Promotional Powerball is in the form determined by the Chief Executive Officer under Rule 11(k)(i); and
 - (2) if the form of entry requires the Player or Syndicate Player to have purchased a Ticket in a Game of Powerball, the Ticket in the Game of Powerball must satisfy any test used by Chief Executive Officer to determine whether the Ticket in the Game of Powerball is valid; and
 - (3) the claimant has complied with all conditions relating to the Game of Promotional Powerball advertised under Rule 12(l)(ii).
 - (ii) The Licensee may record on an entry in a Game of Promotional Powerball a verification code or other test and use it to determine whether the entry in a Game of Promotional Powerball is valid and whether it has won a Prize. A Prize is not payable in respect of an entry in a Game of Promotional Powerball, on which such a test is recorded, if the entry does not satisfy the test.

RULE 15 DISQUALIFICATIONS

(a) Notwithstanding that:

- (i) acceptance of Entries or Syndicate Shares in a Game of Powerball has closed;
- (ii) a Ticket may have issued; or
- (iii) a Drawing has occurred in respect of a Ticket;

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

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

- (i) tender of insufficient Selling Fee or, in the case of a Syndicate Share, insufficient Syndicate Share Fee, a dishonoured cheque or unacceptable form of remittance;
- (ii) the Player or Syndicate Player has 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;
- (vi) a Malfunction occurring in respect of the Computer Linked Terminal or the Licensee's central processing computer equipment; or
- (vii) any other breach of these Rules which justifies disqualification.

(c) The Licensee shall use its best endeavours to notify a Player or Syndicate Player, whose name and address is known to the Licensee, that an Entry or Syndicate Share has been disqualified and the reason therefore and the Licensee shall in respect thereof refund to the Player any Selling Fee paid or to the Syndicate Player any Syndicate Share Fee paid less that part of the Syndicate Share Fee that represents the relevant proportion of Commission. Where the Licensee does not know of the name and address of a Player or Syndicate Player the Licensee shall publicise, in a matter determined by the Chief Executive Officer, the disqualification of such Entry or Syndicate Share.

- (d) If an Entry or Syndicate 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 15(d) then:
 - (i) in the case of a Division 1 Prize, the provisions of Rule 12(h)(ii) will apply;
 - (ii) otherwise the value and number of winners will be varied in accordance with Rule 12(h) Division 2, Division 3, Division 4, Division 5, Division 6, Division 7 and Division 8 as the case may be.

RULE 16 LIMITATION OF LIABILITY

- (a) By entering a Game of Powerball or a Game of Promotional Powerball a Player or Syndicate Player acknowledges that he or she has entered into an agreement with the Licensee and 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. Any Ticket having been issued in respect of an Entry in a Game of Powerball which is disqualified in accordance with Rule 15 shall automatically be void and cancelled.
- (b) The Licensee, Directors, the Chief Executive Officer, the Retailer and all Employees thereof shall have no responsibility or liability to a Player or Syndicate Player or any other person by reason of the loss or destruction of a Ticket or a ticket in a Game of Promotional Powerball for any reason or from any cause (whether arising from, or contributed to by, negligence or otherwise) beyond the amount of the Subscription (or in the case of a Syndicate Entry that part of the Syndicate Share Fee that represents the relevant proportion of Subscription) paid in respect of that Ticket.
- (c) The Licensee, Directors and the Chief Executive Officer shall have no responsibility or liability to pay a Player who claims a Prize or Syndicate Player who claims a share in a Prize and is unable to submit a Ticket or a ticket in a Game of Promotional Powerball. The Licensee shall have discharged all liability in relation to payment of a Prize or share of a Prize by making payment to a person in accordance with Rule 14.
- (d) The Licensee, Directors, the Chief Executive Officer and each and every Employee or contractor of the Licensee shall have no liability or responsibility to a Player or Syndicate Player or any other person for or in respect of:
 - (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the Conduct of any Game of Powerball or Game of Promotional Powerball; and
 - (ii) without prejudice to the generality of Rule 16(d)(i) hereof, any negligence, omission, delay or failure in relation to:
 - (1) the payment of a Prize or share of a Prize;
 - (2) the processing and issue of a Ticket following acceptance of an Entry Coupon or Automatic Entry instructions;
 - (3) the processing of a Ticket that has won a Prize or share of a Prize;
 - (4) the inclusion of an Entry or Syndicate Entry in any particular Game of Powerball or entry in a Game of Promotional Powerball received by way of Entry Coupon or Automatic Entry;
 - (5) the receipt and processing of a Prize claim form; or
 - (6) the cancellation of a Ticket; and

- (iii) without prejudice to the generality of Rule 16(d)(i) and Rule 16(d)(ii), any fraudulent or unlawful act or omission on the part of the Retailer or an employee, servant or contractor of the Retailer in respect of:
 - (1) the processing of an Entry Coupon;
 - (2) the issue of a Ticket;
 - (3) the completion of a Prize claim form;
 - (4) the receipt of a Prize claim form;
 - (5) the processing of a Prize claim;
 - (6) the payment of a Prize;
 - (7) the cancellation of a Ticket; and
- (iv) any statement made by a Retailer or an employee, servant or contractor of a Retailer or by the Licensee, or any employee, servant or contractor of the Licensee to a Player.
- (e) Each and every Retailer and each and every Employee of a Retailer shall have no liability or responsibility to a Player or Syndicate Player or any other person for or in respect of:
 - (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the Conduct of any Game of Powerball or Game of Promotional Powerball; and
 - (ii) without prejudice to the generality of Rule 16(e)(i) hereof, any negligence, omission, delay or failure in relation to:
 - (1) the payment of a Prize or share of a Prize;
 - (2) the processing and issue of a Ticket following acceptance of an Entry Coupon or Automatic Entry instructions;
 - (3) the processing of a Ticket that has won a Prize or share of a Prize; or
 - (4) the inclusion of an Entry or Syndicate Entry in any particular Game of Powerball or entry in any particular Game of Promotional Powerball received by way of Entry Coupon or Automatic Entry .
- (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 to a Player or Syndicate Player or any person for or in respect of any failure, disruption or malfunction of Computer Linked Terminals, electrical power, telecommunications links or computers (whether arising from, or contributed to by, negligence or otherwise) resulting in loss or corruption of information retained on any Computer Records held by the Licensee.

- (g) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee of the Licensee or a Retailer, shall have no liability or responsibility for any consequence of interference with or interruption to any Game of Powerball or Game of Promotional Powerball due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.
- (h) In the acceptance and processing of any Entry Coupon or Automatic Entry instructions culminating in the issue of a Ticket or a ticket in a Game of Promotional Powerball, a Retailer shall for all purposes be the agent of a Player or Syndicate Player and not the agent of the Licensee or the Chief Executive Officer.
- (i) In the cancellation of a Ticket, the processing of a Prize claim form, the submission of a Prize claim form to the Licensee and the payment of a Prize, a Retailer shall at all times and for all purposes be the agent of a Player or Syndicate Player and not the agent of the Licensee or the Chief Executive Officer.
- (j) Notwithstanding the provisions of Rule 16(h), in the acceptance of Commission by a Retailer, on behalf of the Licensee, the Retailer in respect of an Entry shall for this purpose be the agent of the Licensee and not the agent of the Player and in the acceptance by a Retailer of that part of the Syndicate Share Fee that represents the relevant proportion of Commission in respect of a Syndicate Entry the Retailer shall for this purpose be the agent of the Licensee and not the agent of the Syndicate Player.
- (k) The State of New South Wales, the Crown in right of that State, the Government of that State, the Minister, their successors and the employees and agents of each and every one of them shall have as ample protection from liability in respect of their acts and omissions (whether arising from, or contributed to by, negligence or otherwise) and the acts, omissions and contingencies the subject of Rules 16(a) to 16(j) inclusive as those protected by said Rules.

RULE 17 EFFECTIVE DATE

- (a) The Powerball Rules made pursuant to the Act and in force immediately prior to the date upon which these Rules take effect are rescinded.

- (b) Unless otherwise determined by the Chief Executive Officer entries made pursuant to Rules previously in force under any earlier Product Licence and which relate to a Drawing or Drawings to be conducted on or after the date these Rules take effect shall be taken to be submitted as entries in such Drawing or Drawings pursuant to those previous Rules.

**RULE 18 AGREEMENTS RELATING TO A GAME OF PROMOTIONAL
POWERBALL**

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 Powerball.

SCHEDULE 1

SELLING FEES PAYABLE FOR THE GAME OF POWERBALL

One Powerball Number Selected

| Entry Type | Equivalent Standard Games | Selling Fee | Subscription | Commission |
|-------------------|----------------------------------|--------------------|---------------------|-------------------|
| 1 Game | 1 | \$0.95 | \$0.85 | \$0.10 |
| 2 Games | 2 | \$1.85 | \$1.70 | \$0.15 |
| 3 Games | 3 | \$2.80 | \$2.55 | \$0.25 |
| 4 Games | 4 | \$3.70 | \$3.40 | \$0.30 |
| 5 Games | 5 | \$4.65 | \$4.25 | \$0.40 |
| 6 Games | 6 | \$5.55 | \$5.10 | \$0.45 |
| 7 Games | 7 | \$6.50 | \$5.95 | \$0.55 |
| 8 Games | 8 | \$7.45 | \$6.80 | \$0.65 |
| 9 Games | 9 | \$8.35 | \$7.65 | \$0.70 |
| 10 Games | 10 | \$9.30 | \$8.50 | \$0.80 |
| 11 Games | 11 | \$10.20 | \$9.35 | \$0.85 |
| 12 Games | 12 | \$11.15 | \$10.20 | \$0.95 |
| 13 Games | 13 | \$12.10 | \$11.05 | \$1.05 |
| 14 Games | 14 | \$13.00 | \$11.90 | \$1.10 |
| 15 Games | 15 | \$13.95 | \$12.75 | \$1.20 |
| 16 Games | 16 | \$14.85 | \$13.60 | \$1.25 |
| 17 Games | 17 | \$15.80 | \$14.45 | \$1.35 |
| 18 Games | 18 | \$16.70 | \$15.30 | \$1.40 |
| 19 Games | 19 | \$17.65 | \$16.15 | \$1.50 |
| 20 Games | 20 | \$18.60 | \$17.00 | \$1.60 |
| 21 Games | 21 | \$19.50 | \$17.85 | \$1.65 |
| 22 Games | 22 | \$20.45 | \$18.70 | \$1.75 |
| 23 Games | 23 | \$21.35 | \$19.55 | \$1.80 |
| 24 Games | 24 | \$22.30 | \$20.40 | \$1.90 |
| 25 Games | 25 | \$23.25 | \$21.25 | \$2.00 |
| 26 Games | 26 | \$24.15 | \$22.10 | \$2.05 |
| 27 Games | 27 | \$25.10 | \$22.95 | \$2.15 |
| 28 Games | 28 | \$26.00 | \$23.80 | \$2.20 |
| 29 Games | 29 | \$26.95 | \$24.65 | \$2.30 |
| 30 Games | 30 | \$27.85 | \$25.50 | \$2.35 |
| 31 Games | 31 | \$28.80 | \$26.35 | \$2.45 |
| 32 Games | 32 | \$29.75 | \$27.20 | \$2.55 |

| Entry Type | Equivalent Standard Games | Selling Fee | Subscription | Commission |
|------------|---------------------------|--------------------|--------------|------------|
| 33 Games | 33 | \$30.65 | \$28.05 | \$2.60 |
| 34 Games | 34 | \$31.60 | \$28.90 | \$2.70 |
| 35 Games | 35 | \$32.50 | \$29.75 | \$2.75 |
| 36 Games | 36 | \$33.45 | \$30.60 | \$2.85 |
| 37 Games | 37 | \$34.35 | \$31.45 | \$2.90 |
| 38 Games | 38 | \$35.30 | \$32.30 | \$3.00 |
| 39 Games | 39 | \$36.25 | \$33.15 | \$3.10 |
| 40 Games | 40 | \$37.20 | \$34.00 | \$3.20 |
| 41 Games | 41 | \$38.10 | \$34.85 | \$3.25 |
| 42 Games | 42 | \$39.00 | \$35.70 | \$3.30 |
| 43 Games | 43 | \$39.95 | \$36.55 | \$3.40 |
| 44 Games | 44 | \$40.90 | \$37.40 | \$3.50 |
| 45 Games | 45 | \$41.80 | \$38.25 | \$3.55 |
| 46 Games | 46 | \$42.75 | \$39.10 | \$3.65 |
| 47 Games | 47 | \$43.65 | \$39.95 | \$3.70 |
| 48 Games | 48 | \$44.60 | \$40.80 | \$3.80 |
| 49 Games | 49 | \$45.50 | \$41.65 | \$3.85 |
| 50 Games | 50 | \$46.45 | \$42.50 | \$3.95 |
| System 4 | 630 | \$585.30 | \$535.50 | \$49.80 |
| System 5 | 35 | \$32.50 | \$29.75 | \$2.75 |
| System 7 | 7 | \$6.50 | \$5.95 | \$0.55 |
| System 8 | 28 | \$26.00 | \$23.80 | \$2.20 |
| System 9 | 84 | \$78.05 | \$71.40 | \$6.65 |
| System 10 | 210 | \$195.10 | \$178.50 | \$16.60 |
| System 11 | 462 | \$429.20 | \$392.70 | \$36.50 |
| System 12 | 924 | \$858.45 | \$785.40 | \$73.05 |
| System 13 | 1,716 | \$1,594.25 | \$1,458.60 | \$135.65 |
| System 14 | 3,003 | \$2,789.95 | \$2,552.55 | \$237.40 |
| System 15 | 5,005 | \$4,649.90 | \$4,254.25 | \$395.65 |
| System 16 | 8,008 | \$7,439.85 | \$6,806.80 | \$633.05 |
| System 17 | 12,376 | \$11,497.90 | \$10,519.60 | \$978.30 |
| System 18 | 18,564 | \$17,246.90 | \$15,779.40 | \$1,467.50 |
| System 19 | 27,132 | \$25,207.00 | \$23,062.20 | \$2,144.80 |
| System 20 | 38,760 | \$36,010.00 | \$32,946.00 | \$3,064.00 |

Twenty Powerball Numbers Selected

| Entry Type | Equivalent Standard Games | Selling Fee | Subscription | Commission |
|-------------------|----------------------------------|--------------------|---------------------|-------------------|
| 1 Game | 20 | \$18.60 | \$17.00 | \$1.60 |
| System 7 | 140 | \$130.05 | \$119.00 | \$11.05 |
| System 8 | 560 | \$520.25 | \$476.00 | \$44.25 |
| System 9 | 1,680 | \$1,560.80 | \$1,428.00 | \$132.80 |
| System 10 | 4,200 | \$3,902.00 | \$3,570.00 | \$332.00 |
| System 11 | 9,240 | \$8,584.40 | \$7,854.00 | \$730.40 |
| System 12 | 18,480 | \$17,168.85 | \$15,708.00 | \$1,460.85 |
| System 13 | 34,320 | \$31,885.00 | \$29,172.00 | \$2,713.00 |
| System 14 | 60,060 | \$55,798.75 | \$51,051.00 | \$4,747.75 |
| System 15 | 100,100 | \$92,997.90 | \$85,085.00 | \$7,912.90 |

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