

STATE LOTTERIES ACT 1966

LOTTERIES (GENERAL) RULES

*This consolidation includes amendments as at 8 July 2013.
It is provided for convenient reference only and regard should be had to the full text of the Lottery Rules and amendments as published in the South Australian Government Gazette from time to time.*

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1 *Preliminary*

- 1.1 These Rules may be cited as the Lotteries (General) Rules.
- 1.2 The Rules made under the State Lotteries Act 1966, and published in the *Government Gazette* 6 December 2012 are hereinafter referred to as “the Existing Rules”.
- 1.3 The Existing Rules are hereby revoked effective from the end of the day preceding the date of operation of these rules as specified in the Schedule to these Rules. These Rules will take effect immediately thereafter, except as provided in these Rules.
- 1.4 All current lotteries conducted by SA Lotteries at the date of these Rules will be conducted pursuant to the Existing Rules as if these Rules had not been made. For this purpose each draw in each type of lottery will be regarded as a separate lottery conducted by SA Lotteries.
- 1.5 These Rules are to be read in conjunction with the Rules applicable to each type of lottery conducted by SA Lotteries from time to time.

2 *Interpretation*

- 2.1 In these Rules and in each part of these Rules unless the contrary intention appears:
- “Act” means the State Lotteries Act, 1966 as amended;
- “Agent” means a person (other than a Master Agent) authorised by SA Lotteries pursuant to the Act to sell entries to the public in lotteries offered by SA Lotteries from time to time;
- “Agent's Commission” means a charge determined by SA Lotteries to be paid by a player to an Agent and included in the price of each ticket in a lottery and the charge may vary between each type of lottery conducted by SA Lotteries from time to time;
- “application form” means an application form for the issue of an Easiplay Club membership card;
- “Autopay period” in relation to any online lottery means the period nominated in writing by an Easiplay Club player (being within such period as SA Lotteries determines), commencing at midnight on the day of determination of the results of the draw.
- “bearer” means:
- (a) in relation to a ticket, the holder of that ticket; or
- (b) in relation to an electronic entry, the registered player to whom an electronic ticket is issued;
- “Bloc Agreement” means an agreement between different lottery operators for the purpose of promoting and conducting a nominated game;
- “cancelled” in relation to an entry means cancelled in accordance with Rule 13 or as otherwise determined by SA Lotteries to be cancelled and incapable of winning a prize;
- “conditions” means the conditions to which an issued ticket is subject and includes instructions printed on a coupon or a ticket in any type of lottery or available through any form of electronic media;

“Consumer Syndicate” in relation to the Easiplay Club means a group of two (2) or more members, one of whom must be nominated and recorded as the Syndicate Manager;

“coupon” means a printed form for requesting an entry in an online lottery;

“Draw” includes a draw, determination or series;

“Easiplay Club member” means a player whose personal details have been provided to SA Lotteries and have been recorded for the purpose of providing a player registration service to the player;

“electronic request” means a request for an entry in an online lottery placed via a selling point of an internet site;

“electronic ticket” means a ticket or confirmation of order in an online lottery generated at the selling point of an internet site that is linked to a central computer system used in the SA Lotteries’ business to generate and/or validate tickets upon acceptance of an electronic request for entry.

“entry” means an entitlement to participate in a lottery on payment of its price as evidenced by the issue of a ticket(s) for that lottery;

“entry fee” means the cost of an entry in a lottery as determined by SA Lotteries, excluding the Agent’s Commission and any handling fee charged for an electronic request, and SA Lotteries may determine different entry fees for different lotteries;

“game” means:

- (a) any one of the game panels of a coupon or other request for entry on which number selections may be made;
- (b) any one of the game panels of a ticket or electronic record of entry on which number selections are recorded; or
- (c) any one of the game panels on an Instant Scratchies ticket,

as the case may be (and “panel” has a corresponding meaning);

“Head Office” means SA Lotteries’ principal place of business;

“House Syndicate” in relation to the Easiplay Club means an Agent acting as a Syndicate Manager on behalf of a group of 2 or more players;

“lottery” means a lottery as defined by the Act and conducted by SA Lotteries from time to time;

“Lottery Rules” means these Rules and the Rules applicable to the different types of lotteries conducted by SA Lotteries from time to time;

“Master Agent” means a person appointed by SA Lotteries pursuant to the Act as exclusive master agent of SA Lotteries, to:

- (a) sell entries and pay prizes associated with those entries in lotteries offered by SA Lotteries from time to time;
- (b) appoint Agents; and
- (c) authorise the premises at which Agents may sell tickets for the purposes of section 19(10) of the Act.

“minor” means a minor as defined by the Act;

“Network Syndicate” means SA Lotteries acting as a Syndicate Manager, with tickets in each syndicate being available from any Agent in the network;

“online lottery” means a lottery in which SA Lotteries generates a ticket through a selling point terminal;

“player” means, in relation to a lottery, a person who purchases and receives a ticket;

“price” in relation to an entry or a gift voucher means the entry fee or purchase price, the Agent’s Commission and any handling fee for an electronic request paid on request of an entry or purchase of a gift voucher. In the case of a share entry, the price of each share entry will be rounded up to the nearest 5 cents that would otherwise be payable;

“printed ticket” means a ticket in an online lottery generated by a selling point terminal upon acceptance of a coupon or verbal request for entry.

“SA Lotteries” means the Lotteries Commission of South Australia and includes the Master Agent acting in its capacity as agent of the Lotteries Commission of South Australia (except where expressly stated otherwise or the context requires);

“selling point” means SA Lotteries’ Head Office, an Agent’s place of business or an internet site that is linked to a central computer system, or any other computer system used in the SA Lotteries’ business to process requests for entries, where the price may be paid or received, or such other place as determined by SA Lotteries;

“selling point terminal” means the computer equipment located at the Head Office of the SA Lotteries’ business, an Agent’s place of business, an internet site that is linked to a central computer system used in the SA Lotteries’ business to generate and/or validate tickets, or such other place as determined by SA Lotteries;

“share entry” means one of a number of separate tickets of equal value, each evidencing an equal part of the one entry in the same draw as requested at the time of purchase;

“sports lottery” means a sports lottery as defined by the Act;

“symbol” includes an amount, number, picture, word or any other representation (but excludes any security code) appearing on an entry;

“ticket” means either:

- (a) a printed ticket;
- (b) an electronic ticket; or
- (c) a ticket in an Instant Scratchies lottery, as defined in the Lotteries (Instant Scratchies) Rules.

“ticket checker” means a reading device provided at an agency to allow players to determine the prize status of a printed ticket or an Instant Scratchies ticket.

“Ticket Packs” means a selection of tickets promoted from time to time that includes tickets from a variety of lotteries.

“traditional lottery” means a lottery in which a maximum number of entries is offered for sale and the prize winning entries are ascertained at such time and in such manner as SA Lotteries determines.

- 2.2 Unless the contrary intention appears:
 - 2.2.1 headings are for convenient reference only and do not limit or extend the meaning of the language of the provisions to which they refer;
 - 2.2.2 words in the singular number include the plural and vice versa; and
 - 2.2.3 words importing a gender include any other gender.
- 2.3 SA Lotteries may at any time and from time to time make or vary any determination under these Rules.

3 *General*

- 3.1 SA Lotteries may at any time amend or abrogate all or part of the Lottery Rules, whether or not an entry has been accepted or prize winning entries have been determined.
- 3.2 The Lottery Rules will be available for perusal upon request at all selling points and may be made public by any other means as determined by SA Lotteries.
- 3.3 By submitting a request for an entry (whether by coupon, verbal or electronic), a player will be deemed to agree to be bound by the Lottery Rules. If a ticket is issued, it will be on the basis that the player is so bound.
- 3.4 Where applicable, the Lottery Rules are to be read in conjunction with and as part of any Bloc Agreement entered into by SA Lotteries for the conduct of any Bloc lottery. If there is any inconsistency between a Bloc Agreement and the Lottery Rules, the provisions of the Lottery Rules will prevail.

4 *Agents*

- 4.1 Subject to the terms of any agreement between the Master Agent and SA Lotteries, the Master Agent:
 - 4.1.1 may receive an application in such form as it determines from a party interested in being appointed an Agent for the purpose of selling tickets in lotteries conducted by SA Lotteries;
 - 4.1.2 will consider and accept or reject such application without being liable to give any reason for its decision;
 - 4.1.3 may appoint an Agent on such terms as the Master Agent determines; and
 - 4.1.4 may terminate the appointment summarily, notwithstanding the provisions of any agreement, if the application is subsequently found to have been completed dishonestly, incorrectly or inadequately.
- 4.2 An Agent:
 - 4.2.1 will be an Agent only for the purpose of selling tickets in lotteries conducted by SA Lotteries and will not have the power to pledge SA Lotteries' credit;
 - 4.2.2 must sign an agreement as specified by SA Lotteries;

- 4.2.3 must comply with any directions or requirements issued by SA Lotteries (in writing or otherwise) concerning conduct of the Agent's business, including sale and return of tickets, selling point terminal operation, and provision of such details or returns of information or money or compliance with such performance criteria as SA Lotteries requires; and
- 4.2.4 who breaches the said agreement or the Lottery Rules may at any time;
 - 4.2.4.1 have its appointment terminated by SA Lotteries; or
 - 4.2.4.2 be suspended for such period and on such terms and conditions as SA Lotteries determines.
- 4.3 A player who requests an entry in a lottery must pay the price at the time of purchase of the ticket.
- 4.4 Principal and Agent
 - 4.4.1 An Agent who is paid an Agent's Commission will be the player's agent for the purpose of submitting a request for entry to SA Lotteries.
 - 4.4.2 SA Lotteries (excluding the Master Agent) may deal with a player as principal. A player who uses an Agent will be bound by all the Agent's acts or omissions.
 - 4.4.3 Use of an Agent does not exempt a player from observing these Rules.
 - 4.4.4 If SA Lotteries sells an entry or issues a ticket to a player it will be deemed to be acting as an Agent for the purpose of these Rules in determining its relationship to the player.

5 *Liability*

- 5.1 The player:
 - 5.1.1 will accept all risks, losses, delays, errors or omissions that might occur in the course of delivery to SA Lotteries of any request for entry, whether electronically, through an Agent or by any other means; and
 - 5.1.2 must ensure that any coupon or electronic request submitted for entry is completed in accordance with these Rules and acknowledges that neither SA Lotteries or the Agent has any responsibility to check the same when accepting it.
- 5.2 Receipt of a ticket (whether issued as a result of a coupon, verbal or electronic request) by a player constitutes an acknowledgment that the symbols and other details it contains are the player's selections. A player who does not immediately notify the selling point terminal operator of any error will be deemed to have accepted that the symbols and other details are their selections. No coupon or other evidence will thereafter be valid for the purposes of proving an entry in a draw.
- 5.3 If details on a ticket in a lottery differ from the central computer record of that ticket, the central computer record will be the sole determinant in identifying what prize (if any) is payable in respect of the ticket.
- 5.4 SA Lotteries will not be liable where an Agent has altered a coupon in any way without the player's authority.
- 5.5 Neither SA Lotteries nor an Agent, nor an employee or agent of either, will be liable:

- 5.5.1 if a selling point terminal fails to read a coupon and operator intervention is required to correctly process the coupon or if an operator incorrectly keys into the selling point terminal from the player's verbal or coupon selections any number(s) not selected by the player; or
- 5.5.2 for any loss, damage, injury or expense sustained by a player by reason of any act, neglect, omission, delay or failure:
 - 5.5.2.1 to forward to SA Lotteries any request for entry in any lottery;
 - 5.5.2.2 to properly validate, process or enter a request for entry in any particular draw;
 - 5.5.2.3 for any assistance given in completing an application form, coupon or other form; or
 - 5.5.2.4 to properly or accurately process any request by a player to participate in any lottery conducted by SA Lotteries,

and this Rule may be pleaded as a bar to any legal proceedings brought by any player alleging breach, default or non-performance of any contract or duty by SA Lotteries or such Agent, or an employee or agent of either.

- 5.6 In respect of:
 - 5.6.1 any representation made by an employee or any other person on SA Lotteries' behalf;
 - 5.6.2 loss or damage arising from an unlawful act by an employee or agent of SA Lotteries or a third party;
 - 5.6.3 fire, flood, tempest, storm, riot, civil commotion, lockouts or strikes in respect of which a claim is made;
 - 5.6.4 any failure of or malfunction in any selling point terminal or central computer system used in the SA Lotteries' business, an Agent or any person on either's behalf, in respect of which a claim is made; or
 - 5.6.5 subject to Rule 6.6 a cancelled entry.

SA Lotteries' liability (if any) and at SA Lotteries' discretion will be limited to the refund of the price of the ticket, on which the player is claiming a prize, in full and final settlement of any claim.

- 5.7 SA Lotteries will use its best endeavours to respect any request by a prize winning player for Not For Publication (NFP) status and will not reveal any details of the prize that will identify the player without their consent. If SA Lotteries releases a prize winning player's name and address contrary to their instructions it will not be liable for any inconvenience, loss, damage or injury thereby suffered by any person unless otherwise required by law.
- 5.8 Any decision made by SA Lotteries concerning any lottery conducted by it (including but without limiting the generality thereof eligibility of entries, determination of prize winners, the amount and distribution of prize money and the meaning and effect of these Rules) will be final and binding on all players participating in that lottery and on every person making a claim in respect of that lottery.

6 *Entry and Tickets*

- 6.1 A coupon or verbal or electronic request for an entry may be delivered or forwarded to SA Lotteries by a player or an Agent.
- 6.2 The price of an entry must be paid in either Australian currency, by bank cheque, by credit card, by funds transfer from a player's account or by redemption of an SA Lotteries gift voucher or such other means as SA Lotteries determines. Payment must accompany or be made with transmission of a coupon or other request for entry. In the case of payment by bank cheque, SA Lotteries may decline to issue an entry until the cheque has been cleared by the bank on which it is drawn.
- 6.3 SA Lotteries or an Agent will refuse to accept, or reject after acceptance, any coupon or other request for entry that has not been duly completed or is not accompanied by full payment of the price for the number of games to be played.
- 6.4 Subject to Rule 6.3 the issue of a ticket by a selling point terminal will constitute acknowledgment by SA Lotteries of acceptance of the request for entry in the online lottery referred to on the ticket.
- 6.5 Subject to Rule 6.3 the scanning of an Instant Scratchies ticket by the selling point terminal at the time of sale will constitute acknowledgement by SA Lotteries of acceptance of the request for entry into the series referred to on the Instant Scratchies ticket.
- 6.6 If SA Lotteries or an Agent decides that an issued online lottery ticket is defective and the prize winners in the draw to which it relates have not been determined, SA Lotteries or an Agent may cancel the ticket and at its discretion either:
- 6.6.1 replace the ticket with another ticket, in which event the player will be taken to have authorised an employee of SA Lotteries or an Agent to determine their selections and, if necessary, to complete a request for entry on their behalf that will then be accepted for participation in the appropriate draw for the appropriate lottery; or
- 6.6.2 refund the price of the ticket to its bearer or the player.
- 6.7 If a player considers that an issued ticket is illegible or defective in any way, the ticket may be cancelled. No duplicate ticket will be provided.
- 6.8 A player who requests to return a ticket in an online lottery for any other reason may apply to SA Lotteries or an Agent within the selling period for the draw(s) to which the ticket relates. SA Lotteries or an Agent may at its absolute discretion accept or reject the return of the ticket. On return of a ticket, a player will be entitled at their option to:
- 6.8.1 a full refund of the price of the ticket or, in the case of a multi-week entry, the price of the undrawn portion of the ticket; or
- 6.8.2 a further ticket in exchange for the returned ticket.
- 6.9 A player who requests to return an Instant Scratchies ticket must apply to the selling Agent at the time of purchase. The selling Agent may at its absolute discretion accept or reject the return of the Instant Scratchies ticket. On return of an Instant Scratchies ticket, a player will be entitled at their option to:
- 6.9.1 a full refund of the price of the Instant Scratchies ticket; or
- 6.9.2 a further Instant Scratchies ticket in exchange for the returned Instant Scratchies ticket.

- 6.10 A ticket must not be altered. Any alteration will have no validity for any purpose.
- 6.11 No cash refund will be made except as provided under these Rules.
- 6.12 A printed ticket in an online lottery used in a previous draw(s) may be replicated for entry in the next occurring draw(s) by presenting the printed ticket to an Agent and allowing the selling point terminal to read the 'play it again' barcode, thereby generating a printed ticket with the same number selection and games for the next occurring draw(s).
- 6.13 A player may be entitled to purchase a 'best pick' entry, as determined by SA Lotteries, whereby the selling point terminal will select and optimise the mix of standard entries based on the amount and games specified by the player across the lotteries conducted by SA Lotteries, equivalent or as close as possible to the nominated dollar amount. SA Lotteries will determine the minimum dollar value required for the game options selected.

7 *Electronic Request for Entry*

- 7.1 A player can not submit a request for entry to SA Lotteries or an Agent by post.
- 7.2 A player who sends a request for entry to SA Lotteries or an Agent electronically must:
 - 7.2.1 do so in time for it to be processed for participation in the draw of the lottery to which it relates;
 - 7.2.2 comply with all laws of any applicable jurisdiction regulating lotteries of the type in which the player seeks to participate; and
 - 7.2.3 in the case of an electronic request for entry:
 - 7.2.3.1 first establish an account for use in connection with the player's participation in the lottery; and
 - 7.2.3.2 have sufficient funds held in credit in the account to pay the price of any entry requested;
- 7.3 SA Lotteries or an Agent may refuse to accept a request for entry received electronically that:
 - 7.3.1 does not comply with the Lottery Rules; or
 - 7.3.2 is not accompanied by full payment of the price.
- 7.4 A request for entry received electronically may, at the absolute discretion of SA Lotteries or an Agent;
 - 7.4.1 be entered in the draw(s) nominated by the player;
 - 7.4.2 if not received in time for it to be processed for participation in a particular draw(s), be entered in the next draw(s) of the same lottery;
 - 7.4.3 if accompanied by payment other than in cash or equivalent by bank cheque, be entered in the next available draw(s) of the lottery for which it is intended after full payment is credited to the account of SA Lotteries or an Agent, as the case may be; or
 - 7.4.4 in any other case, be entered in the draw(s) current at the date on which SA Lotteries or an Agent processes the entry.

8 *Easiplay Club*

- 8.1 To become an Easiplay Club member, an applicant must complete a current application form and forward it to SA Lotteries either directly or through any Agent's place of business.
- 8.2 An applicant who completes an application form must specify whether the membership applied for is to be:
 - 8.2.1 Personal – to the applicant; or
 - 8.2.2 Consumer Syndicate – whereby up to two members are nominated on behalf of the full syndicate membership.
- 8.3 SA Lotteries may impose membership charges as it determines at any time. Prior to the imposition or any change to such a charge, SA Lotteries will provide notification to players.
- 8.4 Subject to SA Lotteries' discretion every Easiplay Club membership in existence at the commencement date of these Rules, will be deemed to be a Consumer Syndicate with the exception of personal memberships.
- 8.5 In the case of a Consumer Syndicate membership, the person's details that appear first (member 1) on the application form will be deemed to be the syndicate manager.
- 8.6 SA Lotteries will be entitled to assume that any Easiplay Club member or any applicant for Easiplay Club membership is not a minor. An Easiplay Club member or an applicant for Easiplay Club membership must provide such evidence of their age as SA Lotteries requires. If SA Lotteries subsequently ascertains that Easiplay Club membership has been issued to a minor, SA Lotteries will cancel such membership and, in accordance with these Rules, decline to pay any prize that would otherwise have been payable.
- 8.7 An Agent, to whom a duly completed application form is submitted, together with such evidence of the applicant's age as the Agent may require, will forthwith issue an Easiplay Club temporary membership slip to the applicant for immediate use. The autopay facility will be activated once the Easiplay Club application form is processed and accepted by SA Lotteries.
- 8.8 Once a duly completed application form has been processed and accepted by SA Lotteries, the member's personal details will be included in the Easiplay Club database and an Easiplay Club card will be issued and forwarded to the member. Subject to the conditions printed on it, the card will be evidence of Easiplay Club membership.
- 8.9 An Easiplay Club member must ensure that SA Lotteries is advised of any changes to details held in the Easiplay Club database. When requested by SA Lotteries, an Easiplay Club member must sign and send a change of details form through any selling point or directly to Head Office. Neither SA Lotteries nor any agent will be liable to make good any loss incurred in respect of any prize forwarded to an address shown in the Easiplay Club database at the time of expiration of the relevant claim period.
- 8.10 SA Lotteries will maintain a record of the information provided by each Easiplay Club member and will be permitted to use that information for the purpose of distributing advertising material and similar information. An Easiplay Club member who does not want to receive such material or information must advise SA Lotteries in writing. SA Lotteries will use its best endeavours to protect each member's personal information and maintain the highest level of confidentiality.

- 8.11 SA Lotteries shall be entitled to refuse a new membership or cancel an existing membership, for whatever reason, without the requirement to outline the reasons for such refusal or cancellation.
- 8.12 Once SA Lotteries has paid a prize won on a ticket purchased on presentation of an Easiplay Club membership card, there will be no further claim to that prize.
- 8.13 If a player who complies with the requirements of these Rules reports that a winning ticket is lost, SA Lotteries may decline to pay the prize to the ticket's bearer.
- 8.14 If a person ("the bearer") lodges a printed ticket that bears the name of an Easiplay Club member ("the member") with SA Lotteries for payment of a prize, but the bearer fails to produce the corresponding Easiplay Club membership card, SA Lotteries will invite the bearer to provide a statutory declaration and such other documentation as SA Lotteries requires to determine the rightful owner of the printed ticket.
- 8.14.1 If SA Lotteries is satisfied that the bearer is the rightful owner of the printed ticket, and the prize has not been autopaid to the member in accordance with Rule 11.16, SA Lotteries will pay the prize to the bearer and neither the member nor any other person will have any claim in respect of the printed ticket.
- 8.14.2 A decision by SA Lotteries under this Rule is final and without appeal. SA Lotteries has no obligation beyond the strict requirements of this Rule to provide a right to be heard in relation to its decision.
- 8.15 The procedure under Rule 8.14 is not available to a ticket's bearer after expiration of the minimum Autopay period as determined by SA Lotteries. After expiration of that period any prize payable in respect of the ticket will only be paid to the member whose name first appears on the application form.
- 8.16 If:
- 8.16.1 a prize is won on a ticket purchased on presentation of an Easiplay Club membership card in respect of which an Autopay period has been nominated; and
- 8.16.2 the ticket's bearer has not claimed the prize at the expiration of the Autopay period,
- SA Lotteries will pay the prize into the bank account nominated by the member or by such other means as determined by SA Lotteries. Thereafter, the ticket's bearer will have no claim to the prize.

9 *Gift Vouchers*

- 9.1 SA Lotteries may make available to players the purchase of gift vouchers for such defined value(s) as determined by SA Lotteries from time to time.
- 9.2 The price of a gift voucher must be paid in Australian currency, by credit card, by funds transfer from a player's account or by such other means as SA Lotteries determines. Payment must be made at the time of requesting the gift voucher.
- 9.3 SA Lotteries may include a security code on any part of the gift voucher for the purpose of identifying counterfeit or reconstituted gift vouchers.
- 9.4 A security code may be:

- 9.4.1 symbols or other markings; and
- 9.4.2 printed, stamped, embossed or otherwise shown on the gift voucher.
- 9.5 A gift voucher can only be presented once for redemption unless otherwise determined by SA Lotteries.
- 9.6 Gift vouchers must be redeemed within twelve months of their date of issue or such other period as determined by SA Lotteries.
- 9.7 A gift voucher will not be redeemable for cash.
- 9.8 Any player who claims to be entitled to redeem a gift voucher but:
 - 9.8.1 whose gift voucher has not been identified by a central computer system used in the SA Lotteries' business as a validly issued gift voucher; or
 - 9.8.2 considers that their gift voucher has been incorrectly evaluated by SA Lotteries;
 may lodge a claim with SA Lotteries.
- 9.9 A claim under Rule 9.8:
 - 9.9.1 may be lodged with SA Lotteries either personally or by registered mail;
 - 9.9.2 must reach SA Lotteries within the period specified for the redemption of a gift voucher;
 - 9.9.3 must be accompanied by the gift voucher in question and proof of purchase, clearly endorsed with the claimant's full name and address; and
 - 9.9.4 if posted, must be accompanied by a self-addressed envelope bearing the correct postage.
- 9.10 SA Lotteries:
 - 9.10.1 will not be obliged to recognise any claim not identified by a central computer system used in the SA Lotteries' business within the period specified for the redemption of a gift voucher; and
 - 9.10.2 may in its absolute discretion accept or refuse to accept a claim in whole or in part.

10 *Disqualifications*

- 10.1 Notwithstanding that:
 - 10.1.1 acceptance of entries into a lottery has closed;
 - 10.1.2 a ticket may have issued; or
 - 10.1.3 the draw has occurred in respect of which the ticket is entered
 an entry in a lottery may be disqualified and no prize claim shall be made in respect of it, if SA Lotteries is of the opinion that it should be so disqualified. Any ticket which has issued in respect of an entry in a lottery which is disqualified shall automatically be cancelled.
- 10.2 The reasons for disqualification may include but are not limited to:

- 10.2.1 failure to pay the full price of entry;
 - 10.2.2 reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
 - 10.2.3 reasonable suspicion of unauthorised use of a selling point terminal or central computer system used in the SA Lotteries' business; or
 - 10.2.4 any other breach of these Rules which justifies disqualification.
- 10.3 SA Lotteries shall use its best endeavours to notify a player whose name and address is known to SA Lotteries that an entry has been disqualified and the reason therefor and SA Lotteries shall refund to the player any price paid. Where SA Lotteries does not know the name and address of a player, SA Lotteries shall publicise, in a manner determined by SA Lotteries, the disqualification of such an entry.
- 10.4 If an entry which would otherwise be eligible for a prize, is disqualified during the claim period then the value of the remaining prizes shall be varied to take into account such disqualification.

11 *Payment of Prizes*

- 11.1 SA Lotteries' records as to payment of prizes in respect of a ticket shall be conclusive.
- 11.2 No prize will bear interest as against SA Lotteries.
- 11.3 Any prize won on a share entry will be payable to the bearer of the share entry to the extent of the bearer's entitlement as appears on the share entry, rounded down in each division to the nearest 5 cents below the bearer's share of the actual prize otherwise payable, with any resulting surplus being paid into the Prize Reserve Fund.
- 11.4 Payment of prizes won on printed tickets or Instant Scratchies tickets:
 - 11.4.1 greater than \$5000 or such other amount as SA Lotteries determines may be made by electronic funds transfer or by such other means as SA Lotteries determines. Such prizes must be claimed at SA Lotteries' Head Office (unless an Agent has obtained prior approval from SA Lotteries to make a cash payment) and except for prizes that have been autopaid each claimant for such a prize must complete a statutory declaration as provided by SA Lotteries.
 - 11.4.2 greater than \$500 but equal to or less than \$5000 or such other amount as SA Lotteries determines (either generally or in relation to a particular lottery) may be made in cash, by electronic funds transfer or by such other means as SA Lotteries determines. Such prizes may be claimed at SA Lotteries' Head Office or at an agency with the means to make a cash payment.
 - 11.4.3 equal to or less than \$500 or such other amount as SA Lotteries determines shall be payable in cash or by electronic funds transfer by SA Lotteries' Head Office or in cash by any Agent.
- 11.5 Payment of prizes won on an electronic ticket will be paid by electronic funds transfer directly into the account established for use in connection with the player's participation in electronic requests.
- 11.6 A handling fee (which may include postage costs and a processing fee) will be charged in each case as SA Lotteries determines for payment of prizes won on printed tickets or Instant Scratchies tickets by electronic funds transfer or such

- other manner as SA Lotteries determines. The handling fee will be deducted from the prize.
- 11.7 A non-refundable claim administration fee as determined by SA Lotteries may be required to accompany a claim for an ex gratia payment under section 16D of the Act.
- 11.8 The applicant for payment of a prize must provide their name and address:
- 11.8.1 for payment of a prize greater than \$5000 (or such other amount as provided by law) in any online lottery;
- 11.8.2 for payment of any prize to be paid by electronic funds transfer; or
- 11.8.3 in any other case as required by SA Lotteries.
- 11.9 A printed ticket or Instant Scratchies ticket forwarded by post for payment of a prize must:
- 11.9.1 have the winner's name and address completed on its reverse; and
- 11.9.2 be accompanied by a self-addressed envelope bearing the correct postage.
- 11.10 A prize claim incomplete in any detail required by SA Lotteries may be rejected.
- 11.11 SA Lotteries may decline to pay a prize in respect of any ticket presented as evidence of a winning entry if, in SA Lotteries' opinion:
- 11.11.1 the ticket was purchased by a minor or an Easisplay Club membership card issued to a minor was submitted at the time of purchase of the ticket;
- 11.11.2 any number or security marking on the ticket has been tampered with in any way; or
- 11.11.3 the ticket has been stolen, mutilated, altered, defaced or is counterfeit, misprinted, illegible, incomplete or defective in any way; or
- 11.11.4 the ticket was found to have been purchased fraudulently,
- and furthermore, SA Lotteries shall retain such a ticket for such period as SA Lotteries determines.
- 11.12 A ticket that has been recorded as cancelled on a central computer system used in the SA Lotteries' business will be of no validity in claiming a prize. The player will have no claim against SA Lotteries (whether such cancelled recording is at the player's request or due to a computer system malfunction, operator error or otherwise). A ticket incorrectly recorded on a central computer system used in the SA Lotteries' business will be deemed cancelled. SA Lotteries will determine whether a ticket has been correctly recorded.
- 11.13 A ticket identified by a central computer used in the SA Lotteries' business system as a prize winning ticket must, after evaluation by a selling point terminal and payment of the prize, be retained by SA Lotteries or an Agent for such period as SA Lotteries determines.
- 11.14 Where a prize winning ticket processed in accordance with these Rules is acknowledged by a central computer system used in the SA Lotteries' business to contain an entry in any online lottery that has not yet been drawn or conducted, the selling point terminal operator will issue an exchange ticket to the bearer. The exchange ticket will contain the same selections and specify the remaining draw numbers in which it will be entered.

- 11.15 Subject to Rule 8.14, an Easiplay Club member who has not claimed a prize within the nominated Autopay period will be paid by electronic funds transfer for the prize in favour of the name and details on the Easiplay Club database at the time of issue, provided that:
- 11.15.1 in SA Lotteries' opinion, the name and details are adequate to ensure safe delivery; and
 - 11.15.2 the net amount of the payment payable to the player exceeds the handling fee as determined by SA Lotteries.
- 11.16 A claim for a prize already paid by SA Lotteries will not be considered.
- 11.17 Subject to the provisions of the Act, a claim for a prize received by SA Lotteries outside the relevant claim period will not be considered, nor will SA Lotteries accept or recognise any reason for late lodgement or receipt of a claim.
- 11.18 a) Prizes in a lottery, other than a special appeal lottery, not collected or taken delivery of within 12 months of the date of the draw or such other date as SA Lotteries determines, will be forfeited in accordance with the Act.
- b) Prizes in a special appeal lottery not collected or taken delivery of within the period specified by the Minister will be payable to the beneficiary or beneficiaries of the net proceeds of the special appeal lottery, in the proportions specified by the Minister.

12 *Syndicates and Payment of Prizes to Bearer*

- 12.1 Except as otherwise provided by these Rules, the bearer of a ticket that is evidence of a winning entry will be regarded as its owner and will be paid the prize upon the ticket's redemption, notwithstanding:
- 12.1.1 any name on the ticket;
 - 12.1.2 any name on an application form for an Easiplay Club membership card submitted at the time of purchase of the ticket;
 - 12.1.3 any name and address in the database for an Easiplay Club membership card submitted at the time of purchase of the ticket;
 - 12.1.4 that a person has reported the ticket's loss to SA Lotteries;
 - 12.1.5 that SA Lotteries has had notice that someone other than the ticket's bearer may have a claim in respect of the prize won by the ticket; or
 - 12.1.6 that payment is made to a person not named on an application form for an Easiplay Club membership card submitted at the time of purchase of the ticket.
- Payment of any prize to the bearer of the ticket will be deemed a full and final discharge of SA Lotteries' liability in respect of the ticket.
- 12.2 If an Easiplay Club membership card in the name of a Consumer Syndicate is submitted at the time of purchase of a ticket in any online lottery:
- 12.2.1 during the nominated Autopay period, any prize will be payable to the bearer of the ticket or share ticket to the extent of that member's entitlement as appears on the share ticket and when accompanied by the corresponding Easiplay Club membership card; and

- 12.2.2 at the expiry of the nominated Autopay period any prize or unclaimed part thereof will be paid to the Easiplay Club member whose name appears first (member 1) on the application form, and if it is posted it will be sent to the address stated on the application form.
- 12.3. If a membership card in the name of a House Syndicate is submitted at the time of purchase of a ticket in any online lottery:
 - 12.3.1 any prize will be payable to the bearer of the ticket or share ticket to the extent of that member's entitlement as appears on the share ticket; and
 - 12.3.2 any prize or part thereof not collected within 12 months of the date of the draw or such other date as SA Lotteries determines will be paid into the Unclaimed Prizes Reserve in accordance with the Act.
- 12.4. SA Lotteries will not be bound:
 - 12.4.1 by any agreement made between any syndicate or group participants other than an agreement between SA Lotteries and a player in a Network Syndicate; or
 - 12.4.2 to take notice or to see to the execution of any trust whether express, implied or constructive to which a ticket may be subject

13 *Cancellation of Lottery or Ticket*

- 13.1 SA Lotteries may in respect of any lottery conducted by it:
 - 13.1.1 cancel the lottery;
 - 13.1.2 cancel any ticket without cancelling the lottery to which it relates; or
 - 13.1.3 recall any Instant Scratchies ticket(s) and cancel the remainder of the series of which they are part,

if it considers that doing so is necessary for the fair conduct of the lottery or for such other reason as SA Lotteries in its absolute discretion determines. Such cancellation may be effected either before or after the draw or payment of prizes in any lottery.
- 13.2 If SA Lotteries cancels a lottery it may:
 - 13.2.1 pay anyone who has purchased a ticket in the lottery the price of the ticket;
 - 13.2.2 conduct another lottery ("the second lottery") and issue to anyone who purchased a ticket in the cancelled lottery a ticket in the second lottery. The price of a ticket and the value and number of prizes in the second lottery will not differ from the price of a ticket and the value and number of prizes in the cancelled lottery; or
 - 13.2.3 deal with the tickets in the cancelled lottery in such manner as SA Lotteries considers fair and reasonable in all the circumstances.
- 13.3 If SA Lotteries cancels a ticket in a lottery it may:
 - 13.3.1 repay the price of the ticket; or
 - 13.3.2 issue another ticket with a different serial number in the same lottery,

and in either case the cancelled ticket will not be included with other tickets in determining the prizes of the lottery to be won.

SCHEDULE

Date of operation of these Rules:

8 July 2013

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