

# Rules of Authorised Lotteries

TattsLotto

Super 66

Monday and Wednesday Lotto

Oz Lotto

Powerball

Draw Lotteries (Lucky  
Lotteries)

Instant Scratch-Its

Set for Life



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## 1 INTRODUCTION

- 1.1 These Rules regulate the conduct of the Authorised Lotteries conducted by Tattersall's Sweeps Pty Ltd (**Tatts**) under the Public Lottery Licence held by it pursuant to the Act in Victoria and approvals and permits held by it in Participating Jurisdictions and known as:
- (a) TattsLotto;
  - (b) Super 66;
  - (c) Oz Lotto;
  - (d) Monday & Wednesday Lotto;
  - (e) Powerball;
  - (f) Draw Lotteries (to be sold and marketed as Lucky Lotteries including Super Jackpot and Mega Jackpot (Lucky Lotteries));
  - (g) Instant Scratch-Its; and
  - (h) Set for Life.
- 1.2 The Rules that are in force at the time of purchase of an Entry in a Draw of an Authorised Lottery are contractually binding on Tatts and players.
- 1.3 These Rules are in force for Draws of Authorised Lotteries conducted on and after 11 May 2022 until subsequent amendments are made unless such amendments are disallowed by the Regulator.
- 1.4 These Rules shall be available for inspection at the places of business of Tatts, its Retailers, Resellers and at the Web Site.
- 1.5 Rules 1 to 18 are the Rules that are common to each of the Authorised Lotteries.
- 1.6 Schedules A to H contain the Rules that are specific to the particular Authorised Lottery named in the respective Schedule.
- 1.7 If there is an inconsistency between Rules 1 to 18 and any of the Rules contained in Schedules A to H, the Rules contained in Schedules A to H will prevail to the extent of any such inconsistency.

## 2 DEFINITIONS

- 2.1 Unless otherwise specified in a Schedule or the contrary intention appears in these Rules or the Schedules, the following definitions apply:

<b>Account</b>	means the account established via the Web Site with tatts.com used for the purchase of all Entries via the Web Site in accordance with Rule 16.2;
<b>Act</b>	means the <i>Gambling Regulation Act 2003 (Vic)</i> as amended from time to time;
<b>Advance Entry</b>	means an Entry for a nominated Draw in advance of the next Draw except in the case of Set for Life where it means an Entry for a Draw other than the first 7 Draws after the purchase of the Entry;
<b>Authorised Lottery</b>	means the public lotteries referred to in Rule 1.1 being: <ul style="list-style-type: none"><li>(a) TattsLotto;</li><li>(b) Super 66;</li><li>(c) Oz Lotto;</li><li>(d) Monday &amp; Wednesday Lotto;</li><li>(e) Powerball;</li><li>(f) Draw Lotteries (the terms "Draw Lotteries" and "Lucky Lotteries" are used interchangeably throughout these Rules;</li><li>(g) Instant Scratch-Its; and</li><li>(h) Set for Life;</li></ul>
<b>Bonus Draw</b>	has the meaning set out in Rule 9 of Schedule G;
<b>Claim Period</b>	means the period ending on the fourteenth day after the Draw date in which the Prize is claimed. If the fourteenth day is a Saturday, Sunday or public holiday, the period ends on the first business day after the fourteenth day. All such periods end at the close of business on the nominated day;
<b>Close of Acceptance of Entries</b>	means the day and time of day determined by Tatts after which Entries into a Draw of an Authorised Lottery will not be sold or accepted;

<b>Commission</b>	is an amount approved by the Minister from time to time which is payable to Retailers, tatts.com or a Reseller for effecting an Entry in an Authorised Lottery;
<b>Draw</b>	means the drawing or determination of the Winning Numbers, the Supplementary Numbers, the Powerball Number or the Jackpot Number (if and where applicable) in an Authorised Lottery using a Drawing Device or otherwise in the manner described in these Rules;
<b>Drawing Device</b>	means equipment (which may be a random number generator) approved by the Regulator and used to conduct Draws of certain Authorised Lotteries;
<b>Entry</b>	means an entry in an Authorised Lottery which has been recorded in the Tatts lottery system by means of an Entry Coupon, Quick Pick, the Web Site, an Instant Scratch-Its Lottery Ticket or by use of a Player Card in the manner specified in these Rules;
<b>Entry Coupon</b>	is a form approved by Tatts to be completed by a player containing all relevant numbers and/or instructions to effect an Entry in the relevant Authorised Lottery via a Lottery Terminal and the Tatts lottery system;
<b>Game Closure</b>	means, in respect of a particular Instant Scratch-Its Game, the date which is six (6) months after the date that all Instant Scratch-Its Tickets in an Instant Scratch-Its Game have been fully issued by Tatts to Retailers or the date on which the Instant Scratch-Its Game is withdrawn in accordance with Rule 10 of Schedule G, whichever occurs earlier;
<b>Game Panel</b>	means each separate matrix on an Entry Coupon containing an arithmetical sequence of numbers as prescribed in the Schedule relevant to a particular Authorised Lottery;
<b>Instant Scratch-Its Game</b>	a specific Instant Scratch-Its Lottery, designed, produced and distributed in accordance with the Instant Scratch-Its Game Specifications;
<b>Instant Scratch-Its Game Commencement Date</b>	means the date on which the first Instant Scratch-Its Ticket for a particular Instant Scratch-Its Game is available for sale to players;
<b>Instant Scratch-Its Lottery</b>	is a public lottery without a fixed drawing date wherein the total number of Instant Scratch-Its Tickets produced and the number of winning Instant Scratch-Its Tickets and their identity, are pre-determined and recorded on Tatts' lottery system in accordance with the Instant Scratch-Its Game Specifications for that Instant Scratch-Its Game;
<b>Instant Scratch-Its Game Specifications</b>	means all matters relating to an Instant Scratch-Its Game as set out in Rule 5 of Schedule G;
<b>Instant Scratch-Its Validation Code</b>	means the verification code comprised of numbers and/or letters and/or barcodes which may commence with the reference 'Val. No.' printed under a removable covered area (latex or otherwise) on Instant Scratch-Its Tickets.
<b>Instant Scratch-Its Ticket</b>	is a ticket produced by Tatts in accordance with Rule 6 of Schedule G with which a player enters an Instant Scratch-Its Game in an Instant Scratch-Its Lottery;
<b>Internet</b>	means the world wide connection of computer networks providing for the transmittal of electronic mail, on-line information, information retrieval and file transfer protocol;
<b>Lottery Terminal</b>	means computer equipment that is a component of and linked to the Tatts lottery system but located in the place of business of Retailers or Tatts which:  (a) is used to effect an Entry and issue Lottery Tickets; and  (b) can be used by Retailers or Tatts —  (i) to identify whether or not a Lottery Ticket is a winning Entry; or  (ii) to access the Tatts lottery system;
<b>Lottery Ticket</b>	is a Lottery Terminal issued record of Entry in an Authorised Lottery containing the particulars listed in Rule 7 or an Instant Scratch-Its Ticket containing the particulars listed in Rule 6 of Schedule G;
<b>Lottery Bloc</b>	means lottery operators licensed or authorised in the jurisdictions in which they conduct lotteries (that are not Participating Jurisdictions) who have entered into an agreement or agreements for the purpose of conducting lottery game(s) and to create a common prize pool for the relevant lottery game;

<b>Lottery Bloc Party</b>	means one or more of the parties to an agreement in respect of a relevant Lottery Bloc;
<b>Malfunction</b>	means a failure of a Drawing Device or any part of it (or any occurrence which causes a failure of the Drawing Device or any part of it) to operate in the manner in which it is designed to operate;
<b>Minister</b>	means the Minister for the time being administering the Act;
<b>Multi-week Entry</b>	means an Entry entered into a nominated number of Draws;
<b>Overseas Jurisdiction</b>	means a jurisdiction other than an Australian State or Territory or a Participating Jurisdiction, where it is not illegal for a resident of that jurisdiction to participate in foreign lotteries whether by Internet, mail or such other means;
<b>Participating Jurisdiction</b>	means a jurisdiction declared under the Act, or as may be declared under the Act from time to time, where Tatts is authorised to conduct, promote and sell Entries in Authorised Lotteries and, unless otherwise specified, includes Victoria;
<b>Pick Entry</b>	means (unless otherwise defined in a Schedule) an Entry: <ul style="list-style-type: none"> <li>(a) arising from the selection of either one or two less numbers in one Game Panel than is prescribed for a Standard Entry for the relevant Authorised Lottery; and</li> <li>(b) where Tatts lottery system then combines the selected numbers with the remaining unselected numbers to provide all possible Standard Entry number combinations for the relevant Authorised Lottery containing the selected numbers</li> </ul> which will then constitute that number of Standard Entries for that type of Pick Entry;
<b>Play Area</b>	is the removable covered area (latex or otherwise) on an Instant Scratch-Its Ticket identified by the words to the effect of "scratch here" or as the Play Instructions otherwise provide;
<b>Play Instructions</b>	means the individual instructions for each Instant Scratch-Its Game;
<b>Player Card</b>	is a membership card which enables the holder to register and store entries in an Authorised Lottery in accordance with the terms of that membership and Rule 14;
<b>PowerHit or Play the Field Entry</b>	relates only to the Authorised Lottery known as Powerball and means an Entry selected in the manner described in Schedule E;
<b>Prize</b>	means any prize determined in accordance with these Rules;
<b>Prize Fund</b>	for each Authorised Lottery means an amount of not less than the amount or percentage of all Subscriptions received in respect of a particular Draw of an Authorised Lottery as referred to in the relevant Schedule;
<b>Prize Reserve Fund</b>	means an amount not greater than 5% of all Subscriptions received for a particular Draw of an Authorised Lottery except for: <ul style="list-style-type: none"> <li>(a) Monday and Wednesday Lotto which is an amount not greater than 27% for each Draw;</li> <li>(b) Lucky Lotteries, which is the amount stated in Schedule F Table A for Super Jackpot and Table B for Mega Jackpot for each Draw; and</li> <li>(c) Set for Life which is an amount not less than 23.25% for each Draw;</li> </ul>
<b>Quick Pick</b>	means an Entry in the relevant Authorised Lottery, selected in the manner described in Rule 5;
<b>Regulator</b>	means the Victorian Gambling and Casino Control Commission established by the Victorian Commission for Gambling and Liquor Act 2011 and any organisation or person being a predecessor or successor to it;
<b>Reseller</b>	means a person or corporation contracted by Tatts to process entries for persons residing in Participating or Overseas Jurisdictions where that person is remote from Tatts computer system, either via the Internet, mail or by other means approved by Tatts;
<b>Retailer</b>	is a person or corporation appointed by Tatts for purposes associated with the sale of Entries in Authorised Lotteries conducted by Tatts and includes any related body corporate (as defined in the Corporations Act 2001 (Cth)) branch or section of Tatts;
<b>Rules</b>	are these Rules and the attached Schedules;

<b>Share Price</b>	means the amount payable by a player to participate in a Syndicate Entry comprising the relevant apportionment of both the Subscription and Commission rounded as necessary to the nearest whole cent in accordance with these Rules;
<b>Standard Entry</b>	is a selection (however made) of a single number or the amount of numbers as prescribed in the Schedule for each Authorised Lottery, if applicable;
<b>Subscription</b>	is the cost of an Entry in an Authorised Lottery or Authorised Lotteries excluding Commission;
<b>Supplementary Number(s)</b>	has the meaning set out in the Schedule for a relevant Authorised Lottery, if applicable;
<b>Syndicate Entry</b>	is an arrangement under which a type of Entry or combination of types of Entries, in the draw of an Authorised Lottery or Authorised Lotteries is divided into a number of equal shares;
<b>Syndicate Organiser</b>	is a person referred to in Rule 6.1;
<b>Syndicate Share</b>	means a share of a Syndicate Entry;
<b>SYS Code</b>	means the numbers and/or letters printed on Instant Scratch-Its Tickets specified as the Sys Code and which may be used to enter Bonus Draws;
<b>System Entry</b>	means (unless otherwise defined in a Schedule) an Entry: (a) arising from the selection of numbers in excess of those prescribed for a Standard Entry for the relevant Authorised Lottery; and (b) where the Tatts lottery system combines all possible Standard Entry number combinations for the relevant Authorised Lottery from the selected numbers which will then constitute that number of Standard Entries for that System Entry;
<b>Tatts</b>	means Tattersall's Sweeps Pty Ltd (ACN 081 925 662) being the entity which conducts and promotes the Authorised Lotteries in accordance with the Act and the Licence in the State of Victoria and other Participating Jurisdictions;
<b>Tatts Head Office in Victoria</b>	Level 21, Tower 2, 727 Collins Street, Melbourne 3008
<b>Top Up Entry</b>	means an Entry arising from not all Game Panels being marked or completed on an Entry Coupon and the Tatts lottery system randomly generating further Standard Entries in the selected Authorised Lottery at the request of the player;
<b>Web Site</b>	means tatts.com's Internet site located at <a href="http://www.thelott.com/tattersalls">www.thelott.com/tattersalls</a> (or such other address as may be advised from time to time) where a player may purchase entries in an Authorised Lottery via the Internet;
<b>Winning Number(s)</b>	means the number or amount of numbers drawn, as prescribed in the Schedule for the relevant Authorised Lottery, in a Draw of that Authorised Lottery.

2.2 Reference to one gender includes all other genders.

2.3 Reference to the singular shall include the plural and vice versa.

2.4 Reference to a person shall include natural persons and corporate persons, context permitting.

### **3 EFFECT OF THESE RULES**

3.1 Entry into Authorised Lotteries is only open to persons 18 years of age or over in Victoria and in Participating and Overseas Jurisdictions where that law is applicable.

3.2 If:

- (a) Entries are not available for purchase via any of the distribution methods contemplated by these Rules, the relevant Rules will only be operative if and when such distribution method is available; and
- (b) particular types or styles of Entries are unavailable for purchase, then the relevant Rules will only be operative if and when such types or styles are available.

3.3 By purchasing an Entry in an Authorised Lottery, all players agree to be bound by these Rules. Except as may otherwise be provided herein and in particular Rule 12.2, all players shall accept as final, decisions made by Tatts pursuant to these Rules and decisions made by Tatts as to the meaning and effect of these Rules.

- 3.4 Tatts may at any time amend these Rules in accordance with the Act. If such amendment results in the invalidity of any Entry, the purchaser of such Entry may apply for a refund of amount paid for that Entry but Tatts shall not be liable for any other loss or damage suffered by the player.
- 3.5 If there is an inconsistency between the instructions on an Entry Coupon, Lottery Ticket or promotional and point of sale materials and these Rules, these Rules prevail to the extent of the inconsistency.
- 3.6 If it is held by a court of competent jurisdiction that:
- (a) any part of the Rules are void or illegal or unenforceable; or
  - (b) the Rules would be void, voidable illegal or unenforceable in whole or in part unless a part were severed from these Rules,
- then that part shall be severable from and shall not affect the continued operation of the remainder of the Rules.
- 3.7 The Tatts lottery system may have various restrictions which affect its ability to:
- (a) process Entry requests which exceed or are less than a given number of Standard Entries for any one Draw; and
  - (b) in the case of System Entries or Pick Entries, process Entry requests which exceed or are less than the allowable given number of separate or combined System Entries or Pick Entries or Standard Entries on the one Entry Coupon and/or Lottery Ticket.

#### **4 ENTRY COUPONS**

- 4.1 Entry Coupons:
- (a) may be different for each Authorised Lottery;
  - (b) may contain an option for a player to elect to purchase more than one Entry;
  - (c) may contain between 4 and 26 Game Panels (marked in either alphabetical or numerical sequence) for number selections by players;
  - (d) can be used to select from the following types of Entries (if available for a particular Authorised Lottery):
    - (i) a Standard Entry;
    - (ii) a System Entry;
    - (iii) a Pick Entry;
    - (iv) PowerHit or Play the Field (Powerball only);
    - (v) Entries that contain numbers that are generated randomly or sequentially by the Tatts lottery system (Draw Lotteries only),and the player may elect to play that Entry type (if available for the chosen Authorised Lottery):
    - (vi) more than once in a Draw; and/or
    - (vii) in Advance; and/or
    - (viii) for Multi-weeks; and/or
    - (ix) with a Top Upby completing or marking the Entry Coupon in accordance with the instructions appearing on the Entry Coupon with each Entry costing the Subscription plus Commission printed on the Lottery Ticket and advertised by Tatts for the relevant Authorised Lottery at the time and point of purchase;
  - (e) must be marked by hand (and by no other means unless first approved by Tatts in writing);
  - (f) marked other than by hand will not be considered a properly completed Entry Coupon for the purposes of these Rules. A player claiming a Prize as a result of an Entry Coupon marked other than by hand, despite it having been processed through a Lottery Terminal by a Retailer or Tatts, may not (in the absolute discretion of Tatts) be entitled to receive any Prize in relation to the resultant Lottery Ticket;
  - (g) will be processed through the Tatts lottery system via Lottery Terminals situated at Retailer outlets;
  - (h) not properly or fully completed may be manually edited by the Retailer via the Lottery Terminal at the direction of the player in which case the detail referred to in Rule 7.1(g) will appear on the edited Lottery Ticket only; and
  - (i) shall have no validity or be of evidence for any purpose after the Lottery Ticket has been taken by the player.
- 4.2 Only an Entry Coupon that is provided or approved by Tatts shall be capable of constituting a properly completed Entry Coupon and notwithstanding any other provision contained in these Rules, a Prize may not be paid to any player whose Entry emanates from an Entry Coupon that is not provided or approved by Tatts.

#### **5 QUICK PICK AND NON-COUPON ENTRIES**

- 5.1 A player may request, by verbal or electronic instruction not requiring completion of an Entry Coupon, a Quick Pick Entry and nominate any of the following types of Entries (if available for a particular Authorised Lottery):



- (i) a Standard Entry;
- (ii) a System Entry;
- (iii) a Pick Entry;
- (iv) PowerHit or Play the Field (Powerball only);
- (v) Entries that contain numbers that are generated randomly or sequentially by the Tatts lottery system (Lucky Lotteries only),

and the player may elect to play that Entry type (if available for the chosen Authorised Lottery):

- (vi) more than once in a Draw; and/or
- (vii) in Advance; and/or
- (viii) for Multi-weeks

whereupon the Lottery Ticket will contain a number or numbers randomly selected by the Tatts lottery system.

- 5.2 An Entry properly transacted via the Web Site or a Reseller in accordance with Rules 16 and 17 respectively shall constitute an Entry in accordance with these Rules.
- 5.3 Any reference to Entry Coupons and the marking of Entry Coupons in Rule 4 is not applicable to Quick Pick Entries, Syndicate Shares and Entries purchased via the Web Site or Resellers.

## **6 SYNDICATE ENTRIES**

- 6.1 A Syndicate Entry may be created for each of the Authorised Lotteries or a combination of each and any of the Authorised Lotteries (unless and except as otherwise provided for in the Schedule relevant to an Authorised Lottery) by:

- (a) Tatts;
- (b) a Retailer;
- (c) a group of 2 or more Retailers;

and each will be known as a "Syndicate Organiser".

- 6.2 A Syndicate Organiser creates a Syndicate Entry by:

- (a) registering the following on Tatts lottery system:
  - (i) the Authorised Lottery or Authorised Lotteries to which the Syndicate Entry relates;
  - (ii) for a Syndicate Entry created by a Retailer or a group of 2 or more Retailers, the location or identity of the Retailer's outlet where Syndicate Shares will be available for sale;
  - (iii) for a Syndicate Entry formed by a Retailer or a group of 2 or more Retailers, the number of Syndicate Shares each Retailer is responsible to sell; and
- (b) selecting the following for the Syndicate Entry from the options available on the Tatts lottery system:
  - (i) the type of Entry, or combination of types of Entries, in the Authorised Lottery or combination of Authorised Lotteries;
  - (ii) the number of Syndicate Shares forming the Syndicate Entry.

- 6.3 If a Syndicate Share is not sold 10 minutes prior to the Close of Acceptance of Entries for the first Draw applicable to that Syndicate Entry, the Syndicate Share is automatically issued to:

- (a) for a Syndicate Entry formed by one (1) Retailer only – the Retailer that created the Syndicate Entry; or
- (b) for a Syndicate Entry formed by a group of 2 or more Retailers:
  - (i) the Retailer who is responsible for the sale of the Syndicate Share; or
  - (ii) if the Syndicate Share was sold and then cancelled by a Retailer – the Retailer who cancelled the Syndicate Share; or
  - (iii) in accordance with Rule 6.3(c)(ii), if Tatts created the Syndicate Entry and was responsible for the sale of the relevant Syndicate Share;
- (c) for a Syndicate formed by Tatts:
  - (i) if the Syndicate Share was sold and then cancelled by a Retailer – the Retailer who cancelled the Syndicate Share; or
  - (ii) otherwise – Tatts lottery system will randomly register the Syndicate Share to a person (at no cost to such person) who is at that time registered as the holder of a Player Card.
- (d) If a Syndicate Share is issued under Rule 6.3(a), 6.3(b)(i), 6.3(b)(ii) or 6.3(c)(i), Tatts will collect the amount owing for the Syndicate Share from the Retailer to whom the Syndicate Share is issued under this Rule.

- 6.4 A Syndicate Entry may only be cancelled if all Syndicate Shares are available for sale.

6.5 A Syndicate Share that is sold but later cancelled is a Syndicate Share that is available for sale.

## **7 ISSUING LOTTERY TICKETS INCLUDING SYNDICATE SHARES**

7.1 A player having made a request or selection and having paid the Subscription plus Commission shall be issued with a Lottery Ticket recording:

- (a) the name of the relevant Authorised Lottery or Authorised Lotteries;
- (b) the player's Player Card number if applicable;
- (c) the type of Entry and whether it is a Syndicate Share and if so:
  - (i) the number of Syndicate Shares forming the Syndicate Entry;
  - (ii) the Syndicate ticket/serial number and name;
  - (iii) the Share Price;
- (d) the selected number or numbers in the requested or selected Authorised Lottery or Authorised Lotteries;
- (e) the Draw number(s) or if a Multi-week Entry, the Draw number ranges, to which the Entry relates;
- (f) the Draw date(s), or if a Multi-week Entry, the Draw date ranges to which the Entry relates (other than for the Authorised Lottery known as Lucky Lotteries);
- (g) if applicable, "e" which indicates that the operator of the Lottery Terminal has edited the selection at the player's direction;
- (h) if applicable, "t" which indicates that the selection is a "Top Up";
- (i) if applicable, "^", "PH" or "PHIT" which indicates that the selection is a PowerHit entry;
- (j) if applicable, "\*" which indicates that the selection is of each number not already selected in the Game Panel (excluding the Powerball Number in the case of a Powerball Entry);
- (k) details of the Retailer and relevant selling Lottery Terminal;
- (l) the date and time the Entry is processed by the Tatts lottery system via a Lottery Terminal;
- (m) the Subscription and Commission paid and their total; and
- (n) the ticket/serial number of the Lottery Ticket.

## **8 ACCEPTANCE OF LOTTERY TICKETS AND SYNDICATE SHARES**

8.1 It is the responsibility of the player to check the accuracy of all details on a Lottery Ticket at the time it is received by the player and the taking or acceptance of a Lottery Ticket by a player constitutes an acknowledgment by the player that all particulars and details appearing on the Lottery Ticket are correct.

8.2 Subject to Rule 3.4, a Lottery Ticket may only be voided or cancelled:

- (a) on presentation of the original Lottery Ticket which must be legible and must not be mutilated and in the case of Instant Scratch-Its Tickets, with the Play Area, any Instant Scratch-Its Validation Code and any other removable covered area (latex or otherwise) intact; and
- (b) at the place where the Lottery Ticket was sold; and
- (c) on the day of purchase for the Authorised Lotteries known as Lucky Lotteries and Instant Scratch-Its; and
- (d) prior to the Close of Acceptance of Entries for the first Draw applicable to that Entry respectively and subject to the relevant Retailer's hours of operation; and
- (e) by Tatts, in Tatts absolute discretion, if requested by a Retailer on its own or on behalf of a player and subject to the capability of the Tatts lottery system,

and upon cancellation the player shall be refunded the Subscription and Commission paid by the player in respect of such Lottery Ticket.

8.3 A Lottery Ticket which is recorded as void or cancelled on or in the Tatts lottery system shall be void regardless of whether such Lottery Ticket was cancelled in error by a Retailer or Tatts or otherwise, and no Prize shall be payable in respect of such Lottery Ticket.

8.4 It is the responsibility of the player to ensure that the correct Lottery Ticket has been cancelled and to inform the Retailer or Tatts if there has been an error in relation to cancellation of the Lottery Ticket.

8.5 Neither the Retailer nor Tatts shall be liable to the player in respect of an error in the cancellation of a Lottery Ticket.

8.6 In the event that the details recorded on the player's Lottery Ticket are not consistent with the particulars and details recorded on the Tatts lottery system then the latter shall apply to the exclusion of the former and shall determine what Prize, if any, the player shall be entitled to and the player shall be bound by any such determination.

8.7 Subject to these Rules, a Lottery Ticket issued in accordance with these Rules shall constitute an acknowledgment by Tatts of such Entry in the relevant Draw(s) of the relevant Authorised Lottery(s).

## **9 DRAWING OF AUTHORISED LOTTERIES**

- 9.1 Each Draw of an Authorised Lottery will be identified by a Draw number and conducted in the manner set out in Schedule relevant to that Authorised Lottery.
- 9.2 Each Draw shall be conducted, supervised and deemed final in accordance with processes approved by the Regulator.
- 9.3 Subject to Rule 9.5, in the event of a Malfunction in the conduct of a Draw, other than for the Authorised Lotteries known as Lucky Lotteries and Set for Life:
- (a) any numbered ball deemed drawn in accordance with these Rules prior to the occurrence of the Malfunction is a valid and properly drawn number;
  - (b) any numbered ball drawn after the occurrence of the Malfunction will be deemed not to be drawn in accordance with these Rules and will not constitute a valid and properly drawn number; and
  - (c) the balance of the Draw will be conducted and the remaining number of balls required to be drawn will be drawn.
- 9.4 Subject to Rule 9.5, in the event of a Malfunction in the conduct of a Draw of the Authorised Lotteries known as Lucky Lotteries and Set for Life:
- (a) all numbers drawn will be deemed not to be drawn in accordance with these Rules and will thus not constitute the Winning Numbers or Jackpot Number (where relevant) for that Draw; and
  - (b) another drawing of the Winning Numbers and Jackpot Number (where relevant) for that Draw shall be conducted as soon as practicable after the rectification of the Malfunction; or
  - (c) where the Malfunction cannot be rectified, a drawing shall be conducted using a substitute Drawing Device as soon as practicable after the occurrence of the Malfunction.
- 9.5 The decision of the Regulator in accordance with approved processes as to the existence and timing of the Malfunction and the consequent validity or invalidity of any numbers drawn is final and binding on Tatts and all players.

## **10 DIVISION/NUMBER OF PRIZES**

- 10.1 The number of Prize divisions and or Prizes for each of the Authorised Lotteries is set out in the Schedule relevant to each Authorised Lottery.
- 10.2 If in a Draw there is no valid winning Entry in Division One of a particular Authorised Lottery, then the amount allocated to Division One from the Prize Fund for that Draw of that Authorised Lottery shall add to and form part of the amount allocated to Division One in the next Draw of that Authorised Lottery.
- 10.3 No such addition shall be effected for more than the number of consecutive Draws of a particular Authorised Lottery than is specified in the Schedule for each Authorised Lottery.
- 10.4 If there is no valid winning Entry in Division One in any of the Draws permitted under Rule 10.3 and the relevant Schedule, the total amount allocated to Division One from the Prize Fund for the particular Authorised Lottery including any amounts allocated from the Prize Reserve Fund for that Authorised Lottery in accordance with Rule 10.12(a) shall be added to the next lower Division in which there are Prize winners in that Authorised Lottery.
- 10.5 If there is no valid winning Entry in any Division in the final permitted Draw of a particular Authorised Lottery, then irrespective of Rule 10.3, the total amount allocated to the Prize Fund for that Draw in that Authorised Lottery (excluding any amounts which would have been allocated from the Prize Reserve Fund to guarantee the Division One Prize for that final permitted Draw in that Authorised Lottery) shall add to and form part of the amount allocated to Division One from the Prize Fund in the next Draw of that Authorised Lottery.
- 10.6 Subject to Rules 10.2 and 10.5, if there are no valid winning Entries in any particular Prize division in the Draw of a particular Authorised Lottery the amount allocated to that division will be added to the amount allocated to:
- (a) the next lower Division in which there are Prize winning entries; or
  - (b) the next higher Division in which there are Prize winning entries if there are no Prize winning entries in any lower Division,
- in that Draw of that Authorised Lottery.
- 10.7 Subject to a rounding to the nearest cent and Rules 10.2, 10.4, 10.5, and 10.6, the total Prize Fund in the Draw of a particular Authorised Lottery shall be distributed amongst the Prize divisions for that Authorised Lottery in such percentages as are determined by the relevant Lottery Bloc from time to time, made available for inspection on the Web Site or on request at Retailer Outlets, and notified to the Regulator at least 14 days prior to their effective date.
- 10.8 Notwithstanding Rule 10.7, the percentage allocations shall not vary by more than 5 percentage points lesser or greater than those set out in the Schedule relevant to each Authorised Lottery, and in no event will any one Prize division receive an allocation of less than half of that specified in the Schedule relevant to that Authorised Lottery.
- 10.9 No single Standard Entry can win more than one Prize in any one Draw of an Authorised Lottery unless and except as otherwise provided for in the Schedule relevant to an Authorised Lottery.
- 10.10 If in any Prize division of an Authorised Lottery there is more than one winning Standard Entry, the Prize money allocated to that Prize division will be apportioned equally amongst such winning Standard Entries.
- 10.11 All Prizes shall be rounded to the nearest five cents except:

- (a) Prizes payable in Division One;
  - (b) In the case of Set for Life, Prizes payable in Division Two also; and
  - (c) a share of a Prize for the holder of a Syndicate Share,
- all of which will be rounded to the nearest cent.
- 10.12 The amounts set aside for payment into the Prize Reserve Fund in respect of a particular Authorised Lottery shall accumulate and shall be applied to:
- (a) guarantee a Division One Prize from time to time for that Authorised Lottery;
  - (b) supplement Prizes in any or all Divisions for that Authorised Lottery from time to time; and
  - (c) subject to Rule 10.16, for such other purpose as agreed by the Lottery Bloc Parties from time to time, provided that any such application is not in contravention of the Act or these Rules.
- 10.13 If any Entries which would otherwise have been entitled to the receipt of Prize(s) are discovered after the receipt of the Prize(s) by a player, Tatts may in its discretion provide the player(s) submitting a claim in respect of such Entries with the same Prizes as were payable in respect of Entries winning such Prizes, or such smaller Prizes as would have been paid under Rule 10 if such Entries had been taken into account when declaring Prizes.
- 10.14 Lottery Bloc Parties aggregate the total Subscriptions of each Lottery Bloc Party and, in accordance with their legislated requirements, allocate such percentage of those Subscriptions to form a common prize pool and pay common dividends to players in each jurisdiction in respect of each of the Authorised Lotteries. As such, Lottery Bloc Parties are from time to time required to provide an amount in respect of Prizes to other Lottery Bloc Parties to enable the provision of common dividends by all Lottery Bloc Parties in respect of winning entries sold in the jurisdiction of such other Lottery Bloc Party and such amount provided by Tatts will be made from the Prize Fund and Prize Reserve Fund.
- 10.15 Notwithstanding Rule 10.14, Tatts may from time to time supplement Prizes in respect of Instant Scratch-Its Lotteries or a particular Draw of an Authorised Lottery in Victoria and Participating Jurisdictions only, from amounts representing Tatts proportion of the Prize Reserve Fund for that Authorised Lottery constituted solely by Subscriptions from Entries purchased in that Authorised Lottery in those jurisdictions in accordance with these Rules.
- 10.16 Any distribution of a Prize Reserve Fund contemplated under Rule 10.12(c) for a particular Draw of an Authorised Lottery shall be subject to prior notification to the Regulator and shall thereafter be on such terms and conditions (regarding eligibility, Prize values, determination and payment) as are published on promotional and point of sale materials throughout such period of availability and/or eligibility.

## **11 PRIZES CLAIMS**

- 11.1 The Prize winning Entries are those identified as such by the Tatts lottery system.
- 11.2 In addition to the requirement set out in Rule 11.1, in order for a Lottery Ticket to be valid the following conditions must be met:
- (a) it must have been issued in a manner authorised by Tatts and in accordance with these Rules;
  - (b) it must be legible and must not be mutilated, altered, reconstituted, marked "winner", counterfeit, stolen or canceled or a duplicate of another Lottery Ticket;
  - (c) the full particulars and details that appear on the Lottery Ticket must match the particulars and details recorded on the Tatts lottery system;
  - (d) it must not be misregistered, defectively printed or produced in error to an extent that it cannot be processed or recognised by Tatts lottery system; and
  - (e) the Lottery Ticket must pass all other confidential security checks of Tatts and there must not be any breach of these Rules which in the opinion of Tatts justifies the Prize not being made available in respect of the relevant Entry.
- 11.3 Subject to Rules 12.2(b) to 12.2(d) inclusive, where any dispute arises, the player shall be bound by the Prize determination founded on the particulars and details recorded on the Tatts lottery system. No subsequent or manual alteration to a Lottery Ticket shall be made or, if made, have any validity for any purpose.
- 11.4 Prize money payable in respect of Division One winning Entries may be:
- (a) reduced if the number of valid winning Entries in a Draw exceed the number publicised as provisional winning Entries in that Draw; or
  - (b) increased if the number of valid winning entries in the Draw is less than the number publicised as provisional winning entries in that Draw.
- 11.5 Players who believe they are entitled to claim a Prize must have his or her claim confirmed by Tatts lottery system as being a Prize winning Entry:
- (a) by presentation of the Lottery Ticket at the outlet of any Retailer or at Tatts Head Office in Victoria; or
  - (b) by posting it to such other place or postal address as is notified from time to time on promotional material or the Web Site; or
  - (c) by forwarding a claim to Head Office in Victoria or such other place or postal address as is notified from time

to time on promotional material or the Web Site accompanied by the player's Lottery Ticket and a stamped self - addressed envelope,

and may at the time elect to be paid the cash equivalent (excluding Commission for all Authorised Lotteries other than Instant Scratch-Its Games) if the Prize is a non-monetary Prize; or

(d) in accordance with Rules 16.13 and 17.3 respectively in respect of Entries purchased through the Web Site or Resellers.

11.6 Prizes in respect of Entries that are entitled to receive a Division One Prize, a Jackpot Prize or the 1<sup>st</sup> Prize in the Authorised Lottery known as Lucky Lotteries:

(a) can only be confirmed by Tatts lottery system at Tatts Head Office in Victoria or by posting it to such other place or postal address as is notified from time to time on promotional material or the Web Site; and

(b) shall be paid as soon as practicable following the expiration of the Claim Period.

11.7 Other than Prizes paid in respect of Entries purchased through the Web Site, paid to the player in accordance with Rule 14.1 and subject to the absolute discretion of Tatts, notwithstanding any other provision contained in these Rules:

(a) Prizes are only provided or payable on presentation of the Prize winning Lottery Ticket (which must be shown as "unpaid" on the Tatts lottery system) to Tatts or its Retailers in accordance with these Rules;

(b) no material of any nature other than a Lottery Ticket shall be of any validity or proof of an entitlement to a Prize for any purpose;

(c) the name and address section on the reverse side of the Lottery Ticket should be completed before presentation for Prize validation;

(d) prior to a player being provided with or paid a Prize, a player may be required to provide:

(i) full identification;

(ii) a Statutory Declaration as to ownership, entitlement and compliance with relevant laws;

(e) Prizes in cash will only be made to the limit determined by Tatts from time to time and above this limit, payment will be made at Tatts' election by either:

(i) cheque either personally or by post; or

(ii) remittance through a nominated bank account; or

(iii) remittance to the Account which is linked to the Player Card of that Player;

(f) Prizes must be collected within the period of six (6) months after the date of the relevant Draw, except for Prizes in Instant Scratch-Its Lotteries where Prizes must be collected within the period of six (6) months after Game Closure of the relevant Instant Scratch-Its Game, after which Lottery Tickets for unclaimed Prizes may be presented:-

(i) at Tatts Head Office in Victoria or by posting it to such other place or postal address as is notified from time to time on promotional material or the Web Site for forwarding by Tatts to the relevant government department, or

(ii) directly to the relevant government department

for validation and Prize payment by that government department. If the Prize being claimed from the relevant government department is:

(iii) a non-monetary Prize, the player will be paid the cash equivalent of such non-monetary prize (excluding Commission for all Authorised Lotteries other than Instant Scratch-Its Games);

(iv) an instalment of the Division One Prize or Division Two Prize in the Authorised Lottery known as Set for Life, the player will be paid an amount equivalent to the number of instalments owing to the player at the time the Lottery Ticket is presented for payment to the relevant government department;

(g) the delivery or presentation of any Prize winning Lottery Ticket to Tatts or Retailers is the responsibility and at the expense of the player and:

(i) it is the sole responsibility of the player to take reasonable care for the preservation and safe keeping of a Lottery Ticket;

(ii) proof of posting or bank lodgement of a Lottery Ticket will not be accepted as proof of ownership or delivery of such Lottery Ticket;

(iii) the player accepts all risks, losses, delays, errors or omissions which may occur through any postal or courier service (e.g., Australia Post) or the banking system;

(iv) Tatts shall be under no obligation to send any Prizes by registered, recorded or security post; and

(v) the cost associated with sending Prizes may be deducted from the amount of the Prize payable to the player;

(h) Tatts shall be at liberty to publicise:

- (i) any player's name as a Prize winner unless such person has completed an anonymity request by marking the Lottery Ticket at the time of making a claim for a Prize;
  - (ii) the suburb of residence of a player or the amount of the Prize;
  - (iii) Tatts will recognise only the person/s who submits the Lottery Ticket for Prize validation as the absolute owner (and where more than one person, then in equal shares) and except as ordered by a Court of competent jurisdiction shall not be bound to take notice or to see to the execution of any trust whether express, implied or constructive to which any such Lottery Ticket may be subject;
- (i) provision by Tatts to the person/s submitting the Lottery Ticket of any Prize in respect thereof shall be a good discharge to Tatts, notwithstanding any notice Tatts may have of the right, title, interest or claim of any other person/s to such Prize;
  - (j) a Multi-week Lottery Ticket:
    - (i) may be submitted for Prize validation and collection in respect of any Draw to which it relates;
    - (ii) that has been replaced following presentation of the original Multi-week Lottery Ticket for Prize validation, may be submitted for Prize validation and collection in a subsequent Draw,
- provided such Prize has not been previously paid or provided.
- 11.8 All Prizes of money will be paid in Australian Dollars in the amount advised by Tatts as the final amount payable for that Prize winning Entry. Except for Prizes paid to players under Rule 16, if a Prize is payable to a player residing in a Participating Jurisdiction where the currency is other than the Australian Dollar, the Prize will be paid in that jurisdiction's currency at the average AUD Retail Market Exchange Rate applicable on the Monday of the week in which the Draw to which the Prize relates is conducted. For the purposes of this Rule, "week" means the period of 7 days from Monday to Sunday inclusive and the "average AUD Retail Market Exchange Rate" means the average of the 'buy' and 'sell' AUD Retail Market Exchange Rates advertised in The Australian Financial Review newspaper.
- 11.9 Any liability of Tatts to a player arising from any statement about a Draw or an Instant Scratch-Its Game made by (or any negligence on the part of) an employee, servant, agent or contractor of Tatts or any other person, shall be limited to the cost of the player's Lottery Ticket plus Commission in that Draw or for that Instant Scratch-Its Game.
- 11.10 In the event of a player suffering any loss or damage as a result of any unlawful act of an employee, servant, agent or contractor of Tatts or any Retailer or other party or as a result of any fire, flood, tempest, storm, riot, civil commotion, lockout, strike or equipment failure, any liability of Tatts to that player shall be limited to the cost of the player's Lottery Ticket plus Commission in that Draw or for that Instant Scratch-Its Game.
- 11.11 The Lottery Ticket held by the player shall have no value other than allowing payment or provision of any Prize that is shown as "unpaid" on Tatts lottery system in respect of that Lottery Ticket.
- 11.12 Notwithstanding anything else contained in these Rules, Prizes will not be payable in respect of an Entry that has been purchased by a person under 18 years of age. The Prize payable on such Entry will be paid by Tatts to:
- (a) the Community Support Fund established under the Act if the purchaser of the Entry purchased the Entry in Victoria; or
  - (b) the Tasmanian Department of Treasury and Finance in accordance with the requirements of section 116 of the Gaming Control Act 1993 (Tas) if the purchaser of the Entry purchased the Entry in Tasmania.

If a person disputes Tatts decision then such person may lodge a claim in accordance with the procedures set out in Rule 12.

## **12 DISPUTED PRIZE CLAIMS**

- 12.1 Prior to a Prize being paid to a relevant government department in accordance with Rule 11.7(f), a player may lodge a written claim with Tatts by sending it to Tatts Head Office in Victoria or such other place or postal address as is notified from time to time on promotional material or the Web Site if:
- (a) Tatts does not confirm a Prize upon presentation of a Lottery Ticket; or
  - (b) the player believes that his or her Lottery Ticket has been incorrectly evaluated; or
  - (c) the player is unable to produce the Lottery Ticket for which that person claims a Prize is payable.
- Tatts will not consider a claim in respect of a Prize disposed of in accordance with Rule 11.7(f).
- 12.2 If a claim for a Prize is made to Tatts in accordance with Rule 12.1:
- (a) Tatts will –
    - (i) immediately try to resolve the claim; and
    - (ii) if Tatts is not able to resolve the claim, promptly give the claimant written notice advising –
      - A. of Tatts decision on the claim, and
      - B. that the player may, within 10 days after receiving the notice, ask the Regulator to review the decision.
  - (b) If the claim is not resolved, the player may ask the Regulator –
    - (i) if that person has received a notice under Rule 12.2(a)(i), to review Tatts decision on the claim; or

- (ii) if not, to resolve the claim.
  - (c) A request to the Regulator under Rule 12.2(b) –
    - (i) must be in the form approved by the Regulator; and
    - (ii) if the person received a notice under Rule 12.2(a)(i), must be made within 10 days after receiving the notice.
  - (d) If a request is made to the Regulator, the Regulator may carry out any investigations the Regulator considers necessary to resolve the matters in dispute.
- 12.3 No Prize claim made beyond the period referred to in Rule 11.7(f) will be accepted unless it is in respect of a Lottery Ticket which is shown as an unclaimed Prize on Tatts copy of the report of unclaimed Prizes sent to the relevant government department as referred to in Rule 11.7(f)(ii).

### **13 COMPLAINTS**

- 13.1 Tatts will inquire into a complaint:
- (a) made to it about the conduct of an Authorised Lottery by Tatts, or the conduct of a Retailer or Reseller in operations relating to an Authorised Lottery; or
  - (b) referred to it by the Regulator under Rule 13.2,
- as required under the Act and must, within 21 days of receipt or referral of such complaint, give written notice of the result of its inquiry to the complainant, or to the Regulator as the case may be.
- 13.2 If a complaint is made to the Regulator about the conduct of an Authorised Lottery, or the conduct of a Retailer or Reseller in operations relating to an Authorised Lottery, the Regulator will inquire into the complaint or if it considers appropriate, refer the complaint to Tatts. The Regulator will advise the complainant of the result of the Regulator's inquiry or of its decision to refer the complaint to Tatts.
- 13.3 A complaint made to the Regulator in accordance with the Act and Rules 13.1 and 13.2 must be in writing, state the complainant's name and address, and give appropriate details of the complaint.

### **14 PLAYER CARD**

- 14.1 Prizes won by an Entry registered to a Player Card which remain unclaimed four weeks from the date of the Draw to which the Entry relates (or in the case of a Multi-Week entry, four weeks from the date of the last Draw to which the Entry relates), may be provided by Tatts as follows:
- (a) if the Prize is a monetary Prize, the Prize will be paid by Tatts at its election by either:
    - (i) crediting the Account which is linked to the Player Card of that Player (but only if the Player is an unrestricted tatts.com Account member, that is, only if the Player's identity, age and place of residence have been verified in accordance with the Web Site terms and conditions);
    - (ii) remittance in Australian dollars through a bank account nominated by the Player with an Australian branch of a bank carrying on business in Australia; or
    - (iii) if Tatts agrees, by cheque forwarded by ordinary post to the then recorded address registered to that Player Card once the accumulated and consolidated value of Prizes registered on a player's Player Card reaches a threshold amount determined by Tatts; or
  - (b) if the Prize is a non-monetary Prize, the player agrees that he or she has elected not to receive its cash equivalent (excluding Commission for all Authorised Lotteries other than Instant Scratch-Its Games) and notification of the Prize which has been registered to the Player Card will be forwarded by email or ordinary post to the address recorded against that Player Card.

A nominal postage, handling or processing fee may be deducted from all Prize payments other than in respect of non-monetary Prizes. Any such Prize payment will be in full and final settlement of any Prize owing in respect of that Entry, irrespective of whether the Entry is subsequently presented by any person for provision of a Prize. Provision of a Prize in the manner described in this Rule 14.1 constitutes a Prize claimed by and provided to the player and is not thereafter subject to the provisions of Rule 11.7(f).

- 14.2 Prior to any payment or provision of Prizes won by a Lottery Ticket registered on a Player Card, Tatts may require a Statutory Declaration of ownership from the person presenting the Lottery Ticket.
- 14.3 Notwithstanding the registration of a player's Lottery Ticket on the player's Player Card, Prize winning Lottery Tickets are bearer documents and the payment or provision of any Prize by Tatts to a person submitting a winning Lottery Ticket, prior to a Prize being paid or provided under Rule 14.1, shall discharge any liability Tatts has in respect of that winning Lottery Ticket, irrespective of whether that Entry is registered to a particular Player Card or not.
- 14.4 Tatts assumes no responsibility or liability for lost or stolen Lottery Tickets and under no circumstances shall registration as a Player Card member entitle a person to whom a winning Entry is registered to claim a Prize previously paid by Tatts in respect of that Entry.
- 14.5 Tatts will not be liable for any errors or omissions in respect of a player's number selections or Entry Type stored on his or her Player Card and held on the Tatts lottery system. It is the responsibility of the player to check that the numbers and/or details shown on the Lottery Ticket are correct at the time of purchase.

## **15 RETAILERS**

15.1 Retailers shall:

- (a) make available Entries in Authorised Lotteries for purchase by the public in accordance with these Rules; and
- (b) pay Prizes in Authorised Lotteries in accordance with these Rules.

15.2 Retailers have no authority to bind Tatts by contract or otherwise and Tatts shall not be liable for the negligence of Retailers or acts of Retailers which extend beyond the scope of these Rules.

15.3 Retailers shall not be responsible for any loss, damage, or expense which may be sustained by the player by reason of any neglect, omission, delay or failure on the part of a Retailer, their servants, or agents to properly process any Entry.

15.4 Tatts shall not be responsible to any player for any neglect, omission, delay or failure on the part of a Retailer, their servants, or agents to properly process any Entry otherwise than in accordance with these Rules.

## **16 INTERNET ENTRIES PURCHASED VIA THE WEB SITE**

16.1 A person may participate in an Authorised Lottery via the Web Site if the player's registration with tatts.com is current and in the manner specified on the Web Site.

16.2 To register with tatts.com a person must:

- (a) not then already be registered as a member with tatts.com,
- (b) be an individual person,
- (c) be 18 years of age or older,
- (d) reside in Victoria or a Participating or Overseas Jurisdiction,
- (e) have an e-mail address, and
- (f) establish an Account via the Web Site with tatts.com whereby the person is allocated a member ID and selects a password (both of which must not be revealed to any other person) which are to be used for the purchase of all Entries via the Web Site.

16.3 A player may deposit funds into the Account by the means advised on the Web Site and will only be permitted to offer to purchase Entries once tatts.com has received confirmation from the relevant financial institution that funds have been cleared.

16.4 A player's Account and registration may be suspended or closed at any time without notice and without giving any reason and the balance of such Account will be remitted to the player unless tatts.com is required by law to do otherwise.

16.5 By using the Web Site to participate in an Authorised Lottery the player is making an offer to purchase entries in the particular Draw or Draws of the relevant Authorised Lottery nominated by the player, which offer if accepted will constitute a contract made in Victoria and under the laws of that State.

16.6 It is the responsibility of a player to satisfy himself or herself prior to submitting an offer to purchase an Entry that all the details shown on the relevant page of the Web Site are correct.

16.7 Players shall confirm their offer to purchase an Entry in the manner explained on the Web Site.

16.8 The offer to purchase an Entry shall be accepted and confirmed by tatts.com upon allocation by tatts.com of a ticket/serial number which constitutes an acknowledgment of the acceptance of the Entry and the recording of same on the Tatts lottery system. If a player does not receive a ticket number in respect of an offer to purchase an Entry, the player may request, either by telephone or in writing to tatts.com or Tatts and tatts.com or Tatts (as the case may be) shall provide confirmation or otherwise of the acceptance of the Entry in the Authorised Lottery. Notwithstanding anything contained in this Rule 6, the provisions of Rules 11.1 and 11.3 shall at all times apply.

16.9 Upon acceptance of the offer to purchase an Entry, the player will have the option of printing a copy of the details of the Entry by following the instructions on the Web Site with such copy showing the:

- (a) name of the relevant Authorised Lottery or Authorised Lotteries;
- (b) selected number or numbers in the selected Authorised Lottery or Authorised Lotteries and if applicable, the type of Entry(s);
- (c) Draw number or if a Multi-week Entry, the Draw number ranges, to which the Entry relates;
- (d) Draw date(s), or if a Multi-week Entry, the Draw date ranges, to which the Entry relates (other than for the Authorised Lottery known as Lucky Lotteries);
- (e) date and time of purchase;
- (f) Subscription and Commission paid and their total; and
- (g) ticket/serial number of the Entry.

Such copy of the details of the Entry can only be used as evidence of an Entry in an Authorised Lottery if the details match the full details recorded on the Tatts lottery system.



- 16.10 Each offer to purchase an Entry must be accepted by Tatts prior to the Close of Acceptance of Entries.
- 16.11 Upon acceptance of the Entry in accordance with Rule 16.8, the player may only cancel such Entry if the Web Site allows such cancellation and only prior to the Close of Acceptance of Entries.
- 16.12 Tatts shall not be liable for any delay in accepting an offer to purchase an Entry or for loss of any nature (including loss of a chance) which results from the temporary breakdown of, interruption to, or inability to access the Web Site or any part or functionality of the Web Site for any purpose, or for errors which occur as a result of any failure in the communication links provided by telecommunications carriers or service providers, or between financial institutions and Tatts and any other circumstances beyond their reasonable control.
- 16.13 Prizes won by Entries purchased via the Web Site will only be payable to the player registered with tatts.com by:
- (a) if the Prize being claimed is a monetary Prize, by crediting the Account with the amount of the Prize;
  - (b) if the Prize being claimed is a non-monetary Prize it will be provided by allocation of such non-monetary Prize to the Account of the Player who may elect to instead receive its cash equivalent (excluding Commission for all Authorised Lotteries other than Instant Scratch-Its Games) by cancelling the Entry constituting such non-monetary Prize at any time prior to the Close of Acceptance of Entries for the Draw to which the non-monetary Prize relates and the Account of the player will be credited accordingly.
- 16.14 A player will not be able to withdraw funds from his or her Account until tatts.com has been provided with proof of identity, age and place of residence, in the form required by tatts.com.
- 16.15 A player may block his or her ability to offer to purchase an Entry via the Web Site at any time by giving written notice to tatts.com in the manner set out on the Web Site.
- 16.16 The use of the Internet to enable players to offer to purchase may be suspended or terminated at any time without notice to players.
- 16.17 Any reference to Entry Coupons, the marking of Entry Coupons, issuance of Lottery Tickets and Prize payments made under Rules 4, 6, and 11 are not applicable to offer to purchase Entries submitted through the Web Site.
- 16.18 tatts.com may change the information or the format of the information on the Web Site at any time without notice to players provided such changes are not inconsistent with these Rules.
- 16.19 If the Web Site allows for a player to request anonymity and the player does not do so, tatts.com and/or Tatts shall be at liberty to publicise any player's name as a Prize winner. If the Web Site does not allow for a player to request anonymity, tatts.com and Tatts will not publicise any player's name as a Prize winner. Nothing in this Rule shall prevent tatts.com and/or Tatts publicising a player's suburb of residence or the amount of the Prize.

## **17 RESELLERS**

- 17.1 A Reseller who purchases Entries in an Authorised Lottery on behalf of its customers:
- (a) is deemed to be the player for the purposes of the Act and these Rules;
  - (b) must do so in accordance with the terms of its contract with Tatts;
  - (c) must make available to its customers conditions of sale which shall not be inconsistent with the intent of these Rules and the relevant provisions of the Act; and
  - (d) shall forward Prize payments to each customer who is entitled to receive a Prize in accordance with the conditions of sale.
- 17.2 A person who purchases an Entry in an Authorised Lottery via a Reseller must do so in the manner specified by the Reseller at the point of purchase and shall thereafter be bound by the conditions of sale governing that purchase.
- 17.3 Subject to any Prize payable for a valid winning Entry in Division One which must be paid by Tatts to the relevant Player, any Prize emanating from an Entry purchased by a Reseller shall be payable by Tatts only to the Reseller as the player and holder of that Prize winning Entry. Payment of such Prizes by Tatts to the Reseller acts as a release and discharge in favour of Tatts from all liability in respect of such winning Entries and all actions, suits, causes of actions, claims, demands and costs whatsoever (whether at common law, in equity or under any statute) past present and future which the Reseller or its customers or any other person may have against Tatts in respect of such winning entries and the Prizes emanating there from.
- 17.4 The Division One prize payment process is authorised by, and only varied with the approval of the relevant Government department.

## **18 PUBLICATION OF RESULTS**

- 18.1 Tatts will publicise the results of each Draw as soon as practicable after each Draw. Any failure on the part of Tatts to publicise as aforesaid shall not give rise to any claim for compensation on the part of a player.
- 18.2 Tatts shall not be bound by:
- (a) any error contained in a publication, whether typographical, printing or otherwise, on which a player evaluates a Lottery Ticket or bases a claim for a Prize; or
  - (b) any publication or announcement of the number of Division One winners or the amount of the Division One Prize in a particular Draw of an Authorised Lottery, if such publication is made before the end of the Claim Period or the amount to be paid in Prizes is finalised,
- and the occurrence of 18.2(a) or (b) shall not give rise to a claim for compensation on the part of a player.

## SCHEDULE A - TATTSLOTTO

### 1 INTRODUCTION

- 1.1 The following Rules are specific to the Authorised Lottery named and known as **TattsLotto** which is generally conducted on Saturday nights as part of the Lottery Bloc known as the "Australian Lotto Bloc". The participants of the Australian Lotto Bloc are Golden Casket Lottery Corporation Limited (Golden Casket), Lotteries Commission of South Australia and its Master Agent Tatts Lotteries SA Pty Ltd (SA Lotteries), Lotteries Commission of Western Australia (Lotterywest), New South Wales Lotteries Corporation Pty Ltd (NSW Lotteries), Tattersall's Sweeps Pty Ltd (Tatts), and Tatts NT Lotteries Pty Ltd (Tatts NT).
- 1.2 For TattsLotto:
- (a) **Game Panel** contains numbers between 1 and 45 (inclusive);
  - (b) **Pick Entry** requires the selection of 4 or 5 numbers in a Game Panel; Example:- a Pick 5 Entry will produce forty (40), six (6) number combinations which will then constitute that number of Standard Entries for that Pick 5 Entry;
  - (c) **Prize Fund** is an amount of not less than **55%** of all Subscriptions received;
  - (d) **Standard Entry** is constituted by a selection of 6 numbers only in a Game Panel;
  - (e) **Supplementary Numbers** are the 7th and 8th numbers drawn in a Draw;
  - (f) **System Entry** requires the selection of 7 to 20 numbers in a Game Panel; Example:- a System 8 Entry will produce twenty-eight (28), six (6) number combinations which will then constitute that number of Standard Entries for that System Entry;
  - (g) **Winning Numbers** are the first 6 numbers drawn in a Draw;
  - (h) The minimum number of Standard Entries that can be purchased shall not exceed four (4);
  - (i) For the purposes of Rule 10.3, the number of consecutive Draws specified is four (4).

### 2 OBJECTIVE

- 2.1 The objective of the player participating in TattsLotto is to correctly select the Winning Numbers from the numbers 1 to 45 inclusive in any one Standard Entry.

### 3 DRAWING OF TATTSLOTTO

- 3.1 In each Draw, 8 balls will be drawn from a Drawing Device containing forty-five balls numbered from 1 to 45 inclusive.
- 3.2 The first 6 drawn balls drawn from the Drawing Device show the Winning Numbers and the 7th and 8th drawn balls show the Supplementary Numbers.
- 3.3 A Winning Number or Supplementary Number in a Draw is deemed drawn when a numbered ball rests in the display section forming part of the Drawing Device.
- 3.4 A Draw is deemed complete when 8 numbered balls (and not fewer or more than 8) are drawn from the Drawing Device in accordance with the Rules.

### 4 DIVISION OF PRIZES

- 4.1 In each Draw of TattsLotto there shall be six (6) Prize divisions as follows:

<b>Division One:</b>	6 Winning Numbers in any one Standard Entry
<b>Division Two:</b>	5 of the 6 Winning Numbers plus either of the Supplementary Numbers in any one Standard Entry
<b>Division Three:</b>	5 of the 6 Winning Numbers in any one Standard Entry
<b>Division Four:</b>	4 of the 6 Winning Numbers in any one Standard Entry
<b>Division Five:</b>	3 of the 6 Winning Numbers plus either or both of the Supplementary Numbers in any one Standard Entry
<b>Division Six:</b>	3 of the 6 Winning Numbers in any one Standard Entry

- 4.2 Subject to Rule 10.7 and 10.8, the Prize division allocations in each Draw of TattsLotto is as follows:

<b>Division One:</b>	32.75% of the Prize Fund
<b>Division Two:</b>	3.70% of the Prize Fund
<b>Division Three:</b>	5.60% of the Prize Fund
<b>Division Four:</b>	8.30% of the Prize Fund
<b>Division Five:</b>	12.25% of the Prize Fund
<b>Division Six:</b>	37.40% of the Prize Fund

## SCHEDULE B – SUPER 66

### 1 INTRODUCTION

- 1.1 The following Rules are specific to the Authorised Lottery named and known as **Super 66** which is generally conducted on Saturday nights, after the TattsLotto Draw, as part of the Lottery Bloc known as the "Australian Lotto Bloc". The participants of the Australian Lotto Bloc are Golden Casket Lottery Corporation Limited (Golden Casket), Lotteries Commission of South Australia and its Master Agent Tatts Lotteries SA Pty Ltd (SA Lotteries), Lotteries Commission of Western Australia (Lotterywest), New South Wales Lotteries Corporation Pty Ltd (NSW Lotteries), Tattersall's Sweeps Pty Ltd (Tatts), and Tatts NT Lotteries Pty Ltd (Tatts NT).
- 1.2 For **Super 66**:
- (a) **Pick Entry** is not available;
  - (b) **Prize Fund** is an amount of not less than **55%** of all Subscriptions received;
  - (c) **Standard Entry** is constituted by the lottery system randomly generating six single-digit numbers;
  - (d) **Supplementary Numbers** – Nil/Not applicable;
  - (e) **System Entry** is not available;
  - (f) **Winning Number** is the **Super 66 Number** being the six single-digit numbers drawn in accordance with the Rules in this Schedule;
  - (g) The minimum number of Standard Entries that can be purchased is one (1);
  - (h) A separate Lottery Ticket will be produced for the Super 66 Entry;
  - (i) A Standard Entry can be purchased by a player:
    - (i) marking the Super 66 selection box on an Entry Coupon in which case the player will receive Standard Entries for the number of Draws nominated on the Entry Coupon; or
    - (ii) telling the operator of the Lottery Terminal how many Standard Entries the player wishes to purchase,and the relevant number of Standard Entries will then be randomly generated by the lottery system;
  - (j) Rules 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.10, 10.12 and 10.16 do not apply.

### 2 OBJECTIVE

- 2.1 The objective of the player participating in Super 66 is to match the six single-digit numbers from the numbers 0 – 9 inclusive with the Winning Number drawn, in whole or in part and in the order it is drawn.

### 3 DRAWING OF SUPER 66

- 3.1 In each Draw, six numbered balls are drawn from a Drawing Device with six compartments, each compartment containing ten balls numbered 0-9 inclusive.
- 3.2 A Draw is deemed complete when one numbered ball from each of the six compartments is drawn and rests in its respective display chamber of the Drawing Device, and together and in the sequence in which they were drawn, the six numbered balls comprise the Super 66 Number or Winning Number.

### 4 DIVISION OF PRIZES

- 4.1 There shall be five (5) Prize divisions in each Draw as follows:

- Division One:** The Standard Entry is identical with and in the same sequence as the Super 66 Number drawn;
- Division Two:** The first five digits of the Standard Entry are identical with and in the same sequence as the first five digits of the Super 66 Number drawn OR the last five digits of Standard Entry are identical with and in the same sequence as the last five digits of the Super 66 Number drawn;
- Division Three:** The first four digits of the Standard Entry are identical with and in the same sequence as the first four digits of the Super 66 Number drawn OR the last four digits of the Standard Entry are identical with and in the same sequence as the last four digits of the Super 66 Number drawn;
- Division Four:** The first three digits of the Standard Entry are identical with and in the same sequence as the first three digits of the Super 66 Number drawn OR the last three digits of the Standard Entry are identical with and in the same sequence as the last three digits of the Super 66 Number drawn;
- Division Five:** the first two digits of the Standard Entry are identical with and in the same sequence as the first two digits of the Super 66 Number drawn OR the last two digits of the Standard Entry are identical with and in the same sequence as the last two digits of the Super 66 Number drawn.

4.2 Subject to Rules 4.4, 4.6 and 4.7 of this Schedule, the Prize Fund shall be distributed as follows:

- Division One:** The greater of \$16,666.00 per winning Standard Entry or the balance of the Prize Fund after winning entries in Divisions Two through Five have been determined, such amount to be shared equally amongst Division One prize winners in any one Draw
- Division Two:** \$6,666.00 per winning Standard Entry
- Division Three:** \$666.00 per winning Standard Entry
- Division Four:** \$66.00 per winning Standard Entry
- Division Five:** \$6.60 per winning Standard Entry

4.3 In a Draw, the balance of the Prize Fund after Division Two through Division Five Prizes (if any) have been determined, shall be equally distributed amongst the Division One winning entries in that Draw and, if applicable, shall be supplemented from the Prize Reserve Fund in order to pay the minimum amount specified under Rule 4.2 of this Schedule for Division One.

4.4 If in a Draw there is no valid winning Entry in Division One, then the greater of \$16,666.00 or the balance of the Prize Fund after all other division Prizes have been paid shall be carried over and equally distributed amongst the Division One winning entries in the next Draw. No such carry over shall be effected for more than twenty-six (26) consecutive Draws.

4.5 For the avoidance of doubt, the amount carried over for the payment of Division One Prizes in each Draw allowed under Rule 4.4 of this Schedule shall at all times be the greater of \$16,666 or the balance of the Prize Fund after Division Two through Division Five prizes (if any) have been paid, irrespective of the cumulative amount carried over from previous Draws for the payment of Division One prizes.

4.6 If there is no valid winning Entry in Division One in any of the Draws permitted under Rule 4.4 of this Schedule, the total amount allocated to Division One from the Prize Fund shall be added to the next lower Division in which there are Prize winners.

4.7 If there are no valid winning Entries in any Division in that final permitted Draw under Rule 4.4 of this Schedule, then irrespective of Rule 4.4 of this Schedule, the total amount of the Prize Fund for that Draw shall add to and form part of the amount allocated to Division One from the Prize Fund in the next Draw.

4.8 The amounts set aside for payment into the Prize Reserve Fund shall accumulate and shall be applied to:

- (a) guarantee a Division One Prize from time to time;
- (b) guarantee the minimum value of the Division One Prize to be carried over into a subsequent Draw or Draws in accordance with Rule 4.4 of this Schedule;
- (c) supplement Prizes in any or all Divisions.

## SCHEDULE C – OZ LOTTO

### 1 INTRODUCTION

- 1.1 The following Rules are specific to the Authorised Lottery named and known as **Oz Lotto** which is generally conducted on Tuesday nights as part of the Lottery Bloc known as the "Oz Lotto Bloc". The participants of the Oz Lotto Bloc are Golden Casket Lottery Corporation Limited (Golden Casket), Lotteries Commission of South Australia and its Master Agent Tatts Lotteries SA Pty Ltd (SA Lotteries), Lotteries Commission of Western Australia (Lotterywest), New South Wales Lotteries Corporation Pty Ltd (NSW Lotteries), Tattersall's Sweeps Pty Ltd (Tatts), and Tatts NT Lotteries Pty Ltd (Tatts NT).
- 1.2 For Oz Lotto:
- (a) **Game Panel** contains number between 1 and 47 (inclusive);
  - (b) **Pick Entry** requires the selection of 5 or 6 numbers in a Game Panel; Example:- a Pick 6 Entry will produce forty one (41), seven (7) number combinations which will then constitute that number of Standard Entries for that Pick Entry;
  - (c) **Prize Fund** is an amount of not less than **55%** of all Subscriptions received;
  - (d) **Standard Entry** is constituted by a selection of seven numbers only in a Game Panel;
  - (e) **Supplementary Numbers** are the 8<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup> numbers drawn in a Draw;
  - (f) **System Entry** requires the selection of 8 to 20 numbers in a Game Panel; Example:- a System 9 Entry will produce thirty six (36), seven (7) number combinations which will then constitute that number of Standard Entries for that System Entry;
  - (g) **Winning Numbers** are the first seven numbers drawn in a Draw;
  - (h) The minimum number of Standard Entries that can be purchased is one (1);
  - (i) For the purposes of Rule 10.3, the number of consecutive Draws specified is twenty five (25).

### 2 OBJECTIVE

- 2.1 The objective is to correctly select the Winning Numbers from the numbers 1 to 47 inclusive in any one Standard Entry.

### 3 DRAWING OF OZ LOTTO

- 3.1 In each Draw, 10 balls will be drawn from a Drawing Device containing 47 balls numbered from 1 to 47 inclusive.
- 3.2 The first 7 drawn balls drawn from the Drawing Device show the Winning Numbers and the 8<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup> drawn balls show the Supplementary Numbers.
- 3.3 A Winning Number or Supplementary Number in a Draw is deemed drawn when a numbered ball rests in the display section forming part of the Drawing Device.
- 3.4 A Draw is deemed complete when 10 numbered balls (and not fewer or more than ten) are drawn from the Drawing Device in accordance with the Rules.

### 4 DIVISION OF PRIZES

- 4.1 There shall be 7 Prize divisions in each Draw as follows:

<b>Division One:</b>	7 Winning Numbers in any one Standard Entry
<b>Division Two:</b>	6 of the 7 Winning Numbers plus at least 1 of the Supplementary Numbers in any one Standard Entry
<b>Division Three:</b>	6 of the 7 Winning Numbers in any one Standard Entry
<b>Division Four:</b>	5 of the 7 Winning Numbers plus at least 1 of the Supplementary Numbers in any one Standard Entry
<b>Division Five:</b>	5 of the 7 Winning Numbers in any one Standard Entry
<b>Division Six:</b>	4 of the 7 Winning Numbers in any one Standard Entry
<b>Division Seven:</b>	3 of the 7 Winning Numbers plus at least 1 of the Supplementary Numbers in any one Standard Entry

- 4.2 Subject to Rule 10.7 and 10.8, the Prize division allocations in each Draw is as follows:

Division One:	40.0% of the Prize Fund
Division Two:	2.2% of the Prize Fund
Division Three:	2.6% of the Prize Fund
Division Four:	2.0% of the Prize Fund
Division Five:	1.6% of the Prize Fund

Division Six: 19.8% of the Prize Fund  
Division Seven: 31.8% of the Prize Fund

## SCHEDULE D – MONDAY & WEDNESDAY LOTTO

### 1 INTRODUCTION

- 1.1 The following Rules are specific to the Authorised Lottery named and known as **Monday & Wednesday Lotto** which is generally conducted on Monday and Wednesday nights as part of the Lottery Bloc known as the "Monday & Wednesday Lotto Bloc". The participants of the Monday & Wednesday Lotto Bloc are Golden Casket Lottery Corporation Limited (Golden Casket), Lotteries Commission of South Australia and its Master Agent Tatts Lotteries SA Pty Ltd (SA Lotteries), Lotteries Commission of Western Australia (Lotterywest), New South Wales Lotteries Corporation Pty Ltd (NSW Lotteries), Tattersall's Sweeps Pty Ltd (Tatts), and Tatts NT Lotteries Pty Ltd (Tatts NT).
- 1.2 For Monday & Wednesday Lotto:
- (a) **Game Panel** contains number between 1 and 45 (inclusive);
  - (b) **Pick Entry** requires the selection of 4 or 5 numbers in a Game Panel; Example:- a Pick 5 Entry will produce forty (40), six (6) number combinations which will then constitute that number of Standard Entries for that Pick 5 Entry;
  - (c) **Prize Fund** is an amount of not less than 33% of all Subscriptions received;
  - (d) **Standard Entry** is constituted by a selection of 6 numbers only in a Game Panel;
  - (e) **Supplementary Numbers** are the 7th and 8th numbers drawn in a Draw;
  - (f) **System Entry** requires the selection of 7 to 20 numbers in a Game Panel; Example:- a System 8 Entry will produce twenty eight (28), six (6) number combinations which will then constitute that number of Standard Entries for that System Entry;
  - (g) **Winning Numbers** are the first 6 numbers drawn in a Draw;
  - (h) The minimum number of Standard Entries that can be purchased shall not exceed four (4);
  - (i) Rules 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.10, 10.12 and 10.16 do not apply.

### 2 OBJECTIVE

- 2.1 The objective is to correctly select the Winning Numbers from the numbers 1 to 45 inclusive in any one Standard Entry.

### 3 DRAWING OF MONDAY & WEDNESDAY LOTTO

- 3.1 In each Draw, 8 balls will be drawn from a Drawing Device containing forty-five balls numbered from 1 to 45 inclusive.
- 3.2 The first 6 drawn balls drawn from the Drawing Device show the Winning Numbers and the 7th and 8th drawn balls show the Supplementary Numbers.
- 3.3 A Winning Number or Supplementary Number in a Draw is deemed drawn when a numbered ball rests in the display section forming part of the Drawing Device.
- 3.4 A Draw is deemed complete when 8 numbered balls (and not fewer or more than 8) are drawn from the Drawing Device in accordance with the Rules.

### 4 DIVISION OF PRIZES

- 4.1 In each Draw there shall be six (6) Prize divisions as follows:

<b>Division One:</b>	6 Winning Numbers in any one Standard Entry
<b>Division Two:</b>	5 of the 6 Winning Numbers plus either of the Supplementary Numbers in any one Standard Entry
<b>Division Three:</b>	5 of the 6 Winning Numbers in any one Standard Entry
<b>Division Four:</b>	4 of the 6 Winning Numbers in any one Standard Entry
<b>Division Five:</b>	3 of the 6 Winning Numbers plus either or both of the Supplementary Numbers in any one Standard Entry
<b>Division Six</b>	Either 1 or 2 of the 6 Winning Numbers plus both of the Supplementary Numbers in any one Standard Entry

- 4.2 Subject to Rule 4.3(d) and 4.3(e) of this Schedule, the Prize division allocations in each Draw is as follows:

<b>Division One:</b>	00.00% of the Prize Fund
<b>Division Two:</b>	4.20% of the Prize Fund
<b>Division Three:</b>	6.50% of the Prize Fund
<b>Division Four:</b>	18.50% of the Prize Fund

**Division Five:** 26.30% of the Prize Fund

**Division Six:** 44.50% of the Prize Fund

4.3 For Draws conducted on and after 21 October 2013:

- (a) the amounts set aside for payment into the Prize Reserve Fund shall accumulate and shall be applied as follows:
  - (i) if there are no more than four (4) Division One winning Standard Entries in a Draw, payment of a Division One Prize in the sum of \$1,000,000.00 for each winning Standard Entry in that Draw;
  - (ii) if there are more than four (4) Division One winning Standard Entries in a Draw, apportionment of a Division One Prize in the sum of \$4,000,000.00 to be paid equally amongst such Division One winning Standard Entries in that Draw, with rounding up to the next whole cent where necessary
  - (iii) supplement Prizes in any or all Divisions from time to time; and
  - (iv) subject to Rule 4.3(f) of this Schedule, for such other purpose as agreed by the Lottery Bloc Parties from time to time, provided that any such application is not in contravention of the Act or these Rules;
- (b) if there are no valid winning Entries in Divisions 2,3,4,5 or 6 in a Draw the amount allocated to that division will be added to the amount allocated to:
  - (i) the next lower Division in which there are Prize winning entries; or
  - (ii) the next higher Division in which there are Prize winning entries if there are no Prize winning entries in any lower Divisionin that draw;
- (c) if in Divisions 2,3,4,5 or 6 there is more than one winning Standard Entry in a Draw, the Prize money allocated to that Prize division will be apportioned equally amongst such winning Standard Entries;
- (d) subject to a rounding to the nearest cent and Rule 4.3(b) of this Schedule, the total Prize Fund in each Draw shall be distributed amongst the Prize divisions in such percentages as are determined by the Lottery Bloc Parties from time to time, made available for inspection on the Web Site or on request at Retailer Outlets, and notified to the Regulator at least 14 days prior to their effective date;
- (e) notwithstanding Rule 4.3(d) of this Schedule, the percentage allocations shall not vary by more than 5 percentage points lesser or greater than those set out in the Rule 4.2 of this Schedule, and in no event will any one Prize division receive an allocation of less than half of that specified in Rule 4.2 of this Schedule; and
- (f) any distribution of a Prize Reserve Fund contemplated under Rule 4.3(a)(iv) of this Schedule for a particular Draw shall be subject to prior notification to the Regulator and shall thereafter be on such terms and conditions (regarding eligibility, Prize values, determination and payment) as are published on promotional and point of sale materials throughout such period of availability and/or eligibility.



## SCHEDULE E – POWERBALL

### 1 INTRODUCTION

1.1 The following Rules are specific to the Authorised Lottery named and known as **Powerball** which is generally conducted on Thursday nights as part of the Lottery Bloc known as the "Powerball Lotto Bloc". The participants of the Powerball Lotto Bloc are Golden Casket Lottery Corporation Limited (Golden Casket), Lotteries Commission of South Australia and its Master Agent Tatts Lotteries SA Pty Ltd (SA Lotteries), Lotteries Commission of Western Australia (Lotterywest), New South Wales Lotteries Corporation Pty Ltd (NSW Lotteries), Tattersall's Sweeps Pty Ltd (Tatts), and Tatts NT Lotteries Pty Ltd (Tatts NT).

1.2 For Powerball:

- (a) There are two (2) Drawing Devices - Drawing Device A and Drawing Device B;
- (b) **Game Panel** comprises:
  - (i) 35 '**boxes**' numbered 1 to 35 inclusive for number selections corresponding to the numbers to be drawn from Drawing Device A;
  - (ii) 20 '**circles**' numbered 1 to 20 inclusive for number selection corresponding to the number to be drawn from Drawing Device B (the Powerball Number);

(c) **Pick Entry** requires the selection of:

- (i) either 5 or 6 numbers from the numbered '**boxes**' in a Game Panel; and
- (ii) 1 number from the numbered '**circles**' in the same Game Panel

and upon submission the Tatts lottery system combines the selected numbers (from the numbered '**boxes**') with the remaining unselected numbers (from the numbered '**boxes**') which will then constitute that number of Standard Entries; Example:- a Pick 6 Entry will produce twenty nine (29), seven (7) number combinations which will then constitute that number of Standard Entries for that Pick Entry.

(d) **Powerball Number** is the one number drawn from Drawing Device B;

(e) **PowerHit** or **Play the Field Entry** requires:

- (i) 7 numbers to be selected from the numbered '**boxes**' in a Game Panel; and
- (ii) the "PowerHit" or "Field" selection box in that Game Panel being marked

and upon submission, the Tatts lottery system will match the selected numbers from the numbered '**boxes**' with each of the 20 numbers from the numbered '**circles**' which will then constitute that number of Standard Entries;

(f) **PowerHit Pick Entry** requires the selection of:

- (i) either 5 or 6 numbers from the numbered '**boxes**' in a Game Panel; and
- (ii) the "PowerHit" or "Field" selection box in that Game Panel being marked

and upon submission, the Tatts lottery system combines the selected numbers (from the numbered '**boxes**') with the remaining unselected numbers (from the numbered '**boxes**') with each of the 20 numbers from the numbered '**circles**' which will then constitute that number of Standard Entries;

(g) **PowerHit System Entry** requires:

- (i) the selection of 8 to 15 numbers from the numbered '**boxes**' in a Game Panel; and
- (ii) the "PowerHit" or "Field" selection box in that Game Panel being marked

and upon submission, the Tatts lottery system will calculate all possible seven number combinations from the numbers selected from the numbered '**boxes**' and match them with each of the 20 numbers from the numbered '**circles**' which will then constitute that number of Standard Entries;

(h) **Prize Fund** is an amount of not less than **55%** of all Subscriptions received;

(i) **Standard Entry** means an Entry arising from the selection of:

- (i) 7 numbers from the numbered '**boxes**' in a Game Panel; and
- (ii) 1 number only from the numbered '**circles**' in the same Game Panel;

(j) **Supplementary Numbers** – Nil/ Not Applicable;

(k) **System Entry** requires

- (i) the selection of 8 to 20 numbers from the numbered '**boxes**' in a Game Panel; and
- (ii) 1 number from the numbered '**circles**' in the same Game Panel

and upon submission, the Tatts lottery system will calculate all possible seven number combinations from the numbers selected from the numbered '**boxes**' which will then constitute that number of Standard Entries; Example:- a System 9 Entry will produce thirty six (36), seven (7) number

combinations which will then constitute that number of Standard Entries for that System Entry;

- (l) **Winning Numbers** are the first seven (7) numbers drawn from Drawing Device A;
- (m) The minimum number of Standard Entries that can be purchased shall not exceed four (4);
- (n) For the purposes of Rule 10.3, the number of consecutive Draws specified is twenty-five (25).

## **2 OBJECTIVE**

- 2.1 The objective is to correctly select the Winning Numbers from the numbers 1 to 35 inclusive drawn from Drawing Device A and the Powerball Number drawn from Drawing Device B in any one Standard Entry.

## **3 DRAWING OF POWERBALL**

- 3.1 In each Draw, seven balls will be drawn from a Drawing Device containing thirty five balls numbered from 1 to 35 inclusive and one ball will be drawn from a separate Drawing Device containing twenty balls numbered 1 to 20 inclusive ("Drawing Device A" and "Drawing Device B" respectively).
- 3.2 A Winning Number and the Powerball Number in a Draw are deemed drawn when a numbered ball rests in the display section forming part of the Drawing Device.
- 3.3 A Draw is deemed complete when seven numbered balls (and not fewer or more than seven) are drawn from Drawing Device A and one numbered ball (and not fewer or more than one) is drawn from Drawing Device B (the Powerball Number), in accordance with this Rule.

## **4 DIVISION OF PRIZES**

- 4.1 There shall be 9 Prize divisions in each Draw as follows:

- Division One:** 7 Winning Numbers from Drawing Device A and the Powerball Number in any one Standard Entry
- Division Two:** 7 Winning Numbers from Drawing Device A in any one Standard Entry
- Division Three:** 6 of the 7 Winning Numbers from Drawing Device A and the Powerball Number in any one Standard Entry
- Division Four:** 6 of the 7 Winning Numbers from Drawing Device A in any one Standard Entry
- Division Five:** 5 of the 7 Winning Numbers from Drawing Device A and the Powerball number in any one Standard Entry
- Division Six:** 4 of the 7 Winning Numbers from Drawing Device A and the Powerball Number in any one Standard Entry
- Division Seven:** 5 of the 7 Winning Numbers from Drawing Device A in any one Standard Entry
- Division Eight:** 3 of the 7 Winning Numbers from Drawing Device A and the Powerball number in any one Standard Entry
- Division Nine:** 2 of the 7 Winning Numbers from Drawing Device A and the Powerball number in any one Standard Entry.

- 4.2 Subject to Rule 10.7 and 10.8, the Prize division allocations in each Draw is as follows:

- Division One:** 35% of the Prize Fund
- Division Two:** 1.8% of the Prize Fund
- Division Three:** 1.1% of the Prize Fund
- Division Four:** 2% of the Prize Fund
- Division Five:** 1.5% of the Prize Fund
- Division Six:** 9.7% of the Prize Fund
- Division Seven:** 7.6% of the Prize Fund
- Division Eight:** 15% of the Prize Fund
- Division Nine:** 26.3% of the Prize Fund

## SCHEDULE F – DRAW LOTTERIES (LUCKY LOTTERIES)

### 1 INTRODUCTION

- 1.1 The following Rules are specific to the Authorised Lottery named **Draw Lotteries** and known, marketed and sold as “**Lucky Lotteries**” and includes Super Jackpot and Mega Jackpot which is conducted as part of the Lottery Bloc known as the “Lucky Lotteries Bloc”. The participants of the Lucky Lotteries Bloc are Golden Casket Lottery Corporation Limited (Golden Casket), Lotteries Commission of South Australia and its Master Agent Tatts Lotteries SA Pty Ltd (SA Lotteries), New South Wales Lotteries Corporation Pty Ltd (NSW Lotteries), Tattersall’s Sweeps Pty Ltd (Tatts), and Tatts NT Lotteries Pty Ltd (Tatts NT).
- 1.2 For Draw Lotteries:
- (a) **Consolation Prize** means a Prize won in a Draw in accordance with Rule 4.2(b) of this Schedule;
  - (b) **Game Panel** – there is no Game Panel;
  - (c) **Jackpot Number** means the six (6) digit number selected in a Draw by the Drawing Device after the selection of the Winning Number(s) in that Draw;
  - (d) **Jackpot Prize** means the Prize in respect of an Entry containing the Jackpot Number and being the amount specified in Table A of this Schedule in respect of an Entry in Super Jackpot or Table B of this Schedule in respect of an Entry in Mega Jackpot;
  - (e) **Prize Pool** is an amount, equivalent to 61.5209% for Super Jackpot and 62.2515% for Mega Jackpot of all Subscriptions received being the sum of all Prizes payable from the Prize Fund and the total amount paid into the Prize Reserve Fund;
  - (f) **Pick Entry** there is no Pick Entry option;
  - (g) **Prize Fund** is an amount of:
    - (i) 36.0870% of all Subscriptions received in respect of a particular Draw for Super Jackpot; and
    - (ii) 36.1425% of all Subscriptions received in respect of a particular Draw for Mega Jackpot;
  - (h) **Standard Entry** means an Entry generated by the Tatts lottery system containing a six (6) digit number from:
    - (i) 000,001 to 270,000 for Super Jackpot (**Super Jackpot Ticket Pool**); and
    - (ii) 000,001 to 200,000 for Mega Jackpot (**Mega Jackpot Ticket Pool**);
  - (i) **Supplementary Numbers** – Nil/ Not Applicable;
  - (j) **Syndicate Entries** are not available;
  - (k) **System Entry** there is no System Entry option;
  - (l) **Winning Number** is the six (6) digit number selected in a Draw by the Drawing Device in respect of each Prize, except for the Jackpot Prize and Consolation Prizes;
  - (m) The minimum number of Standard Entries that can be purchased is one (1);
  - (n) Rules 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.10, 10.12 and 10.16 do not apply.

### 2 OBJECTIVE

- 2.1 The objective is to purchase an Entry containing the Winning Number and/or the Jackpot Number in the relevant Draw.

### 3 DRAWING OF LUCKY LOTTERIES

- 3.1 A Draw will be conducted on the day determined by Tatts when all numbers available for sale in a Draw have been sold in respect of that Draw.
- 3.2 Tatts will publicly advertise when a Draw is to be conducted.
- 3.3 The Winning Numbers in a Draw are determined by the Drawing Device randomly selecting an amount of unique six digit numbers equivalent to the number of Prizes available to be won as set out in of Rule 6 of this Schedule (Table A for Super Jackpot and Table B for Mega Jackpot).
- 3.4 The Jackpot Number in a Draw is determined by the Drawing Device randomly selecting one (1) unique six-digit number after the selection of the Winning Numbers in that Draw.
- 3.5 If the same six (6) digit number is generated by the Tatts lottery system for more than one Entry in a Draw, Tatts will cancel each Entry that was generated after the first Entry that contains the same six (6) digit number as the first that was generated and either refund the player the value of the Entry or provide the player with a replacement Entry in the same or a subsequent Draw.

### 4 PRIZES

- 4.1 Prizes will be distributed in accordance with:

- (a) Table A of Rule 6.1 of this Schedule for Super Jackpot; and
  - (b) Table B of Rule 6.2 of this Schedule for Mega Jackpot.
- 4.2 In a Draw:
- (a) a Prize is won by an Entry in that Draw that contains a Winning Number;
  - (b) a Consolation Prize is won by an Entry in that Draw that contains:
    - (i) a number that occurs in sequence immediately before, or a number that occurs in sequence immediately after, a Winning Number, as the case may be, except that:
      - A. if the number "000,001" in a Ticket Pool is a Winning Number then the Number "000,002" will win two Consolation Prizes; and
      - B. if the last number of the Ticket Pool is a Winning Number then the second last number of the Ticket Pool will win two Consolation Prizes;
    - (ii) the Jackpot Number where the Jackpot Number does not win the Jackpot Prize.
  - (c) the Jackpot Prize is won by an Entry in that Draw that contains the Jackpot Number if the Jackpot Number in that Draw is the same as a Winning Number in that Draw.
- 4.3 The guaranteed minimum amount of the Jackpot Prize for each Draw is specified in:
- (a) Table A of Rule 6.1 of this Schedule for Super Jackpot; and
  - (b) Table B of Rule 6.2 of this Schedule for Mega Jackpot.
- 4.4 If the Jackpot Prize it is not won in a Draw of:
- (a) Super Jackpot, it will increase in value by the "Jackpot Increment" specified in Table A of Rule 6.1 of this Schedule, in each subsequent Draw until won, after which it will revert to the guaranteed minimum Jackpot Prize amount specified in Table A of Rule 6.1 of this Schedule.
  - (b) Mega Jackpot, it will increase in value by the "Jackpot Increment" specified in Table B of Rule 6.2 of this Schedule, in each subsequent Draw until won, after which it will revert to the guaranteed minimum Jackpot Prize amount specified in Table B of Rule 6.2 of this Schedule.
- 4.5 A Standard Entry can win more than one Prize in a Draw as set out in Table A and Table B of Rule 6.1 and Rule 6.2 of this Schedule.

## **5 PRIZE FUND AND PRIZE RESERVE FUND**

- 5.1 If there is insufficient funds in the Prize Fund and Prize Reserve Fund to pay all Prizes in a Draw, Tatts must subsidise the shortfall from its own funds.
- 5.2 The amounts set aside for payment into the Prize Reserve Fund shall accumulate and shall be applied as follows:
- (a) guarantee the Jackpot Prize and Jackpot Prize Consolation Prizes from time to time;
  - (b) supplement Prizes from time to time;
  - (c) for such other purpose as agreed by the Regulator and carried out in accordance with a process and in the manner which has first been approved in writing by the Regulator provided that any such application is not in contravention of the Act or these Rules; and
  - (d) subject to Rule 5.3 of this Schedule, for such other purpose as agreed by the Lottery Bloc Parties and the Regulator from time to time, provided that any such application is not in contravention of the Act or these Rules.
- 5.3 Any distribution of a Prize Reserve Fund contemplated under Rule 5.2(d) of this Schedule for a particular Draw shall be subject to prior written notification to the Regulator and shall thereafter be on such terms and conditions (regarding eligibility, Prize values, determination and payment) as are published on promotional and point of sale materials throughout such period of availability and/or eligibility.

**6 PRIZES AND PRIZE STRUCTURE SCHEDULES**

6.1 The Prize structure for Super Jackpot is as follows:

<b>TABLE A</b>			
<b>Super Jackpot</b>			
270,000 sequential numbers from 000,001 to 270,000			
<b>Prize Level</b>	<b>Order drawn by Drawing Device</b>	<b>Prize</b>	<b>Number of Prizes</b>
1st Prize	1	\$100,000	1
2nd Prize	2	\$10,000	1
3rd Prize	3	\$5,000	1
4th Prize	4 and 5	\$500	2
5th Prize	6 to 15	\$200	10
6th Prize	16 to 35	\$100	20
7th Prize	36 to 135	\$50	100
8th Prize	136 to 735	\$25	600
9th Prize	736 to 1485	\$15	750
10th Prize	1486 to 3965	\$10	2,480
<b>Consolation Prizes</b>			
<b>Consolation Prize Levels</b>	<b>Prize</b>		<b>Number of Prizes</b>
An Entry where its six digit number occurs in sequence immediately before or after the number that won the:			
• 1st Prize	\$1,000		2
• 2nd Prize	25 x "\$2 Free Ticket"		2
• 3rd Prize	15 x "\$2 Free Ticket"		2
• 4th Prize	10 x "\$2 Free Ticket"		4
• 5th Prize	5 x "\$2 Free Ticket"		20
• 6th Prize	3 x "\$2 Free Ticket"		40
• 7th Prize	2 x "\$2 Free Ticket"		200
• 8th Prize	1 x "\$2 Free Ticket"		1,200
• 9th Prize	1 x "\$2 Free Ticket"		1,500
• 10th Prize	1 x "\$2 Free Ticket"		4,960
<b>Jackpot Number</b>	<b>10 x "\$2 Free Ticket"</b>		<b>1</b>

<b>Jackpot Prize</b>	
Jackpot Prize - guaranteed minimum	\$500,000
jackpot increment	\$130,000
Prize Reserve contribution	The amount representing the difference between the Prize Fund for Super Jackpot (36.0870%) and the Prize Pool for Super Jackpot (61.5209%) being 25.4339% of Subscriptions received

"\$2 Free Ticket" means an Entry in a future Draw of Super Jackpot or, if the player chooses, the cash equivalent of such Entry. The cash equivalent of an Entry does not include Commission payable to Retailers.

6.2 The Prize structure for Mega Jackpot is as follows:

<b>TABLE B</b>			
<b>Mega Jackpot</b>			
200,000 sequential numbers from 000,001 to 200,000			
<b>Prize Level</b>	<b>Order drawn by Drawing Device</b>	<b>Prize</b>	<b>Number of Prizes</b>
1st Prize	1	\$200,000	1
2nd Prize	2	\$20,000	1
3rd Prize	3	\$5,000	1
4th Prize	4 to 8	\$1,000	5
5th Prize	9 to 18	\$500	10
6th Prize	19 to 43	\$100	25
7th Prize	44 to 118	\$75	75
8th Prize	119 to 718	\$40	600
9th Prize	719 to 1418	\$20	700
10th Prize	1419 to 4218	\$12	2,800
<b>Consolation Prizes</b>			
<b>Consolation Prize Levels</b>	<b>Prize</b>		<b>Number of Prizes</b>
An Entry where its six digit number occurs in sequence immediately before or after the number that won the:			
• 1st Prize	\$1,000		2
• 2nd Prize	25 x "\$5 Free Ticket"		2
• 3rd Prize	15 x "\$5 Free Ticket"		2
• 4th Prize	10 x "\$5 Free Ticket"		10
• 5th Prize	5 x "\$5 Free Ticket"		20
• 6th Prize	3 x "\$5 Free Ticket"		50
• 7th Prize	2 x "\$5 Free Ticket"		150
• 8th Prize	1 x "\$5 Free Ticket"		1,200
• 9th Prize	1 x "\$5 Free Ticket"		1,400
• 10th Prize	1 x "\$5 Free Ticket"		5,600
<b>Jackpot Number</b>	<b>10 x "\$5 Free Ticket"</b>		<b>1</b>

<b>Jackpot Prize</b>	
Jackpot Prize - guaranteed minimum	\$1,000,000
jackpot increment	\$240,000
Prize Reserve contribution	The amount representing the difference between the Prize Fund for Mega Jackpot (36.1425%) and the Prize Pool for Mega Jackpot (62.2515%) being 26.1090% of Subscriptions received

"\$5 Free Ticket" means an Entry in a future Draw of Lucky Lotteries Mega Jackpot or, if the player chooses, the cash equivalent of such Entry. The cash equivalent of an Entry does not include Commission payable to Retailers.

## SCHEDULE G – INSTANT SCRATCH-ITS

### 1 INTRODUCTION

- 1.1 The following Rules are specific to the Authorised Lottery named and known as **Instant Scratch-Its** which is conducted as part of the Lotto Bloc known as the "Instant Scratch-Its Bloc". The participants of the Instant Scratch-Its Bloc are Golden Casket Lottery Corporation Limited (Golden Casket), Lotteries Commission of South Australia and its Master Agent Tatts Lotteries SA Pty Ltd (SA Lotteries), New South Wales Lotteries Corporation Pty Ltd (NSW Lotteries), Tattersall's Sweeps Pty Ltd (Tatts), and Tatts NT Lotteries Pty Ltd (Tatts NT).
- 1.2 Certain Instant Scratch-Its Games:
- (a) will be conducted as part of a Lottery Bloc; and
  - (b) others will not be conducted as part of a Lottery Bloc.
- 1.3 For Instant Scratch-Its:
- (a) Prize Fund is an amount of not less than 55% of all Subscriptions received;
  - (b) Rules 4 to 9 inclusive, 10.1 to 10.13 inclusive, 10.16, 11.4, 11.7(j), 14, 1, and 18 do not apply;
  - (c) Numbers includes:
    - (i) symbols (including pictorial symbols); or
    - (ii) money amounts; or
    - (iii) letters; or
    - (iv) words; or
    - (v) a single number or symbol or money amount or letter or word; or
    - (vi) a group or groups of numbers or of symbols or of money amounts or of letters or of words (or of numbers, symbols, money amounts, letters or words); or
    - (vii) a combination or combinations of numbers or of symbols or of money amounts or of letters or of words (or of numbers, symbols, money amounts, letters or words); or
    - (viii) a distribution or distributions of numbers or of symbols or of money amounts or of letters or of words (or of numbers, symbols, money amounts, letters or words).

### 2 OBJECTIVE

- 2.1 The objective of the player participating in an Instant Scratch-Its Game is to reveal Prizes won by removing the removable covered area (latex or otherwise) from the Play Area on the Instant Scratch-Its Ticket in accordance with the Play Instructions and, if applicable, by complying with the further instructions or details of participation and eligibility which may be produced in accordance with Rules 6.1(i), (j) or (k) of this Schedule.

### 3 COST OF INSTANT SCRATCH-ITS TICKETS

- 3.1 The cost of an Instant Scratch-Its Ticket is determined in accordance with the Instant Scratch-Its Game Specifications for that particular Instant Scratch-Its Game and comprises the Subscription plus Commission payable. Instant Scratch-Its Tickets may be available in denominations of \$1 to \$10 inclusive, \$15, \$20 and \$50 or such other denomination as may be nominated by Tatts from time to time.

### 4 PRIZE STRUCTURES AND PRIZE POOLS

- 4.1 In each Instant Scratch-Its Game the Prize structure will be in accordance with the Instant Scratch-Its Game Specifications for that Instant Scratch-Its Game. The total number and value of Prizes available to be won, which shall be an amount equal to the Prize Fund for that Instant Scratch-Its Game, shall be available on the Web Site prior to the Instant Scratch-Its Game Commencement Date.
- 4.2 The amounts set aside for payment into the Prize Reserve Fund shall accumulate and shall be applied as follows:
- (a) payment of Prizes in Bonus Draws; and
  - (b) supplement the Prize Fund of an Instant Scratch-Its Game.
- 4.3 All Prize amounts (including the top Prize amount(s) for a particular Instant Scratch-Its Game are only available until won. This may occur at any time prior to all Instant Scratch-Its Tickets in an Instant Scratch-Its Game being sold.

### 5 INSTANT SCRATCH-ITS GAME SPECIFICATIONS

- 5.1 Game Specifications for each Instant Scratch-Its Game will include the following:
- (a) the number of Instant Scratch-Its Tickets to be printed for distribution;
  - (b) the average chance of winning a Prize;
  - (c) the Instant Scratch-Its Game number, number of books and number of tickets per book;
  - (d) the name, design and layout;

- (e) the Play Instructions;
  - (f) the number and value of winning Instant Scratch-Its Tickets and the maximum amount and quantity of the top Prize(s) available in any one Instant Scratch-Its Game;
  - (g) subject to a maximum 0.3% variable determined at the conclusion of the printing process, the total value of Prizes available to be won in the Instant Scratch-Its Game; and
  - (h) the Subscription and Commission payable.
- 5.2 Tatts will provide the Regulator with the details set out in this Rule 5.1 of this Schedule together with the details listed below for each new Instant Scratch-Its Game to be introduced prior to the Instant Scratch-Its Game Commencement Date:
- (a) whether the Instant Scratch-Its Game will be conducted as part of a Lottery Bloc or not;
  - (b) for an Instant Scratch-Its Game based on a particular event, the date after which all unsold Instant Scratch-Its Tickets for that Instant Scratch-Its Game may be withdrawn from sale in accordance with Rule 10.1(e) of this Schedule G;
  - (c) for an Instant Scratch-Its Game that comprises a non-monetary Prize, the full details of the Prize(s) and the number of such Prizes available to be won; and
  - (d) the anticipated Instant Scratch-Its Game Commencement Date.

## **6 INSTANT SCRATCH-ITS GAME TICKET DETAILS**

- 6.1 The following information will be included on each Instant Scratch-Its Ticket;
- (a) if the Instant Scratch-Its Game is to be conducted as part of a Lottery Bloc, each Instant Scratch-Its Ticket will refer to the jurisdictions in which prizes can be won;
  - (b) the name of the Instant Scratch-Its Game;
  - (c) the total cost of the Instant Scratch-Its Ticket (Subscription and Commission);
  - (d) the amount of Commission;
  - (e) the total amount of the Prizes and the amount of top Prize amount(s) and number of top Prizes available to be won;
  - (f) the Play Instructions;
  - (g) the procedure for claiming a Prize;
  - (h) the value of Prizes that may be paid by a Retailer;
  - (i) a SYS Code, if applicable;
  - (j) the further instructions and/or details of participation and eligibility if an Instant Scratch-Its Game is based on a particular event;
  - (k) if a Prize in an Instant Scratch-Its Game comprises a non-monetary Prize, an offer of the monetary equivalent (including commission) as an alternative to the non-monetary Prize;
  - (l) the circumstances under which an Instant Scratch-Its Ticket is void and no Prize is payable;
  - (m) the Instant Scratch-Its Game number;
  - (n) the Instant Scratch-Its Ticket number and book number;
  - (o) an Instant Scratch-Its Validation Code; and
  - (p) an anonymity option to indicate the Player's request not to have his/her name and address publicised.

## **7 PLAY INSTRUCTIONS**

- 7.1 Each Instant Scratch-Its Game contains separate Play Instructions which may appear on the face or the back of the Instant Scratch-Its Ticket, except in the case of an Instant Scratch-Its Game where more space is required for detailed instructions, then the Play Instructions may direct a Player to further instructions on such point of sale materials.
- 7.2 Each Instant Scratch-Its Game requires the player to remove the removable covered area (latex or otherwise) from the Play Area on an Instant Scratch-Its Ticket in accordance with the Play Instructions to reveal the required combination of Numbers or such other pattern, path or detail provided for in the Play Instructions, to determine if any Prize has been won.

## **8 DETERMINATION OF PRIZES**

- 8.1 With the exception of Prizes resulting from Bonus Draws:
- (a) an Instant Scratch-Its Ticket shall be a Prize winning Instant Scratch-Its Ticket if and only if the Instant Scratch-Its Validation Code on the Instant Scratch-Its Ticket matches the encrypted number in Tatts computer system and as a result Tatts computer system records the Instant Scratch-Its Ticket as a Prize winning Instant Scratch-Its Ticket, or if the Instant Scratch-Its Ticket satisfies any other test implemented



by Tatts for determining if it is valid &/or has won a Prize;

- (b) the Numbers and captions or any other unique features of the Instant Scratch-Its Ticket must correspond precisely with the artwork held on file by Tatts in respect of Instant Scratch-Its Tickets for the Instant Scratch-Its Game to which the Instant Scratch-Its Ticket applies;
- (c) the Instant Scratch-Its Ticket must be legible and must not be mutilated, altered, reconstituted, incomplete, marked paid, marked void, counterfeit, stolen, misprinted or a duplicate or copy of an original Instant Scratch-Its Ticket;
- (d) the Instant Scratch-Its Ticket must be activated for sale via a lottery terminal on Tatts' lottery system; and
- (e) the Instant Scratch-Its Ticket must pass all other security checks of Tatts (confidential or otherwise) and there must not be any breach of these Rules which in the opinion of Tatts justifies non-payment of the Prize.

8.2 The Instant Scratch-Its Validation Code, SYS Code or any other code or security feature on an Instant Scratch-Its Ticket does not form part of any game or Play Area on an Instant Scratch-Its Ticket and cannot be used as a component of the Number or combination required to be revealed on the Instant Scratch-Its Ticket to determine or enhance the value of any Prize.

8.3 In an Instant Scratch-Its Game, a statement (such as in the Play Instructions on an Instant Scratch-Its Ticket) that a prize is won by matching 3 Numbers or by matching 3 identical Numbers (or a statement to the same effect) means:

- (a) that a Prize is won if the same Number appears 3 times. For example:

7	1		7	1	
3	7	wins a prize	3	7	does not win a prize
4	7		3	1	

- (b) that a Prize is not won if, for example, the Instant Scratch-Its Ticket or Play Area or panel on the Instant Scratch-Its Ticket has printed on or in it the specified number of pairs of different Numbers, or the specified number of Numbers can only be obtained by matching Numbers from more than one panel on the Instant Scratch-Its Ticket.

8.4 In an Instant Scratch-Its Game, a caption to a Number (for example, the word caption "one" beneath the number "1") forms part of the Number and does not constitute a separate Number for the purposes of counting the Number of Numbers. This Rule applies to a statement about or a reference to a Number on an Instant Scratch-Its Game (such as in the Play Instructions) or to a statement about or a reference to a Number that is publicly advertised or used in connection with the Instant Scratch-Its Game.

## 9 BONUS DRAWS

9.1 Tatts may from time to time conduct Bonus Draws in which Prizes shall be paid from the Prize Reserve Fund and where eligibility into the Bonus Draw is available to all players:

- (a) who hold an Instant Scratch-Its Ticket which contains a Bonus Draw feature; and
- (b) regardless of whether or not such player is entitled to receive a Prize in accordance with these Rules; or
- (c) not entitled to receive a Prize in accordance with these Rules.

9.2 Such Entry is effected by entering the Instant Scratch-Its Ticket into the Bonus Draw in accordance with the instructions printed on the Instant Scratch-Its Lottery Ticket and/or Bonus Draw terms and conditions made public prior to the commencement of the entry period for that Bonus Draw.

9.3 Bonus Draw terms and conditions must be approved by the Regulator and will contain the following details:

- (a) the period during which an entry must be submitted;
- (b) the means by which an entry is submitted;
- (c) the eligibility criteria;
- (d) the date and location of the Bonus Draw;
- (e) the means by which the Bonus Draw will be conducted;
- (f) the value and number of Prizes including any non-monetary Prizes;
- (g) the means by which Prize winners will be advised that a prize has been won;
- (h) the means by which payment or delivery of the Prize will be made;
- (i) whether or not an unclaimed prizes Bonus Draw will take place and if so the details of that unclaimed prizes Bonus Draw; and
- (j) general terms and conditions relevant to the Bonus Draw.

## 10 WITHDRAWAL OF UNSOLD INSTANT SCRATCH-ITS LOTTERY TICKETS

10.1 Tatts may, in its absolute discretion, withdraw all unsold Instant Scratch-Its Tickets for an Instant Scratch-Its Game if:

- (a) a printing irregularity or anomaly is identified that would prevent the Instant Scratch-Its Game from

proceeding in the manner consistent with the Instant Scratch-Its Game Specifications;

- (b) a defect in any of the materials used in the printing of an Instant Scratch-Its Ticket is identified which may result in the ability to determine a Prize winning Instant Scratch-Its Ticket in any manner other than by following the Play Instructions;
- (c) the wording on an Instant Scratch-Its Ticket is ambiguous or may result in confusion about a player's entitlement to a Prize;
- (d) all Prizes included in the Instant Scratch-Its Game Specifications have been won and claimed;
- (e) an event on which an Instant Scratch-Its Game is based has occurred thereby rendering the remaining unsold Instant Scratch-Its Tickets ineligible for any Prize;
- (f) it is considered appropriate in all of the circumstances to withdraw the Instant Scratch-Its Tickets from sale;  
or
- (g) demand from players is at a level where further sales of the Instant Scratch-Its Game is not financially and/or commercially feasible or sustainable.

10.2 Tatts shall not be liable for any amounts in respect of Instant Scratch-Its Tickets purchased by a player in an Instant Scratch-Its Game which is subsequently withdrawn pursuant to Rule 10.1 of this Schedule unless the Instant Scratch-Its Ticket otherwise satisfies all of the criteria for a Prize winning Instant Scratch-Its Ticket contained in these Rules and Tatts liability shall be limited to the value of the Prize thereby determined.

10.3 Where an Instant Scratch-Its Game is withdrawn in accordance with Rule 10.1 of this Schedule, Tatts shall notify the Regulator in writing of such withdrawal and the reason for the withdrawal.

## SCHEDULE H – SET FOR LIFE

### 1 INTRODUCTION

- 1.1 The following Rules are specific to the Authorised Lottery named and known as **Set for Life** which is generally conducted on each night of each week as part of the Lotto Bloc known as the "Set for Life Bloc". The participants of the Set for Life Bloc are Golden Casket Lottery Corporation Limited (Golden Casket), Lotteries Commission of South Australia and its Master Agent Tatts Lotteries SA Pty Ltd (SA Lotteries), Lotteries Commission of Western Australia (Lotterywest), New South Wales Lotteries Corporation Pty Ltd (NSW Lotteries), Tattersall's Sweeps Pty Ltd (Tatts), and Tatts NT Lotteries Pty Ltd (Tatts NT).
- 1.2 For Set for Life:
- (a) **Game Panel** contains numbers between 1 and 44 (inclusive);
  - (b) **Prize Fund** is an amount of not more than 40% of all Subscriptions received;
  - (c) **Standard Entry** is constituted by a selection of 7 numbers only in a Game Panel;
  - (d) **Supplementary Numbers** are the eighth and ninth numbers drawn in a Draw;
  - (e) **Syndicate Entries, System Entries and Pick Entries** are not available for purchase;
  - (f) **Winning Numbers** are the first 7 numbers drawn in a Draw;
  - (g) The number of Standard Entries that can be purchased must be no less than two (2) in each Draw which must be purchased in multiples of seven (7) consecutive Draws; and
  - (h) Rules 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.10, 10.12 and 10.16 do not apply.

### 2 OBJECTIVE

- 2.1 The objective is to correctly select the Winning Numbers from the numbers 1 to 44 inclusive in any one Standard Entry.

### 3 DRAWING OF SET FOR LIFE

- 3.1 In each Draw, 9 numbers will be drawn from a Drawing Device containing forty-four numbers numbered from 1 to 44 inclusive.
- 3.2 The first 7 drawn numbers drawn from the Drawing Device show the Winning Numbers and the 8th and 9th numbers show the Supplementary Numbers.
- 3.3 A Draw is deemed complete when 9 numbers (and not fewer or more than 9) are drawn from the Drawing Device in accordance with the Rules.

### 4 DIVISION OF PRIZES

- 4.1 In each Draw there shall be eight (8) Prize divisions as follows:

**Division One:** 7 Winning Numbers in any one Standard Entry

**Division Two:** 6 of the 7 Winning Numbers plus 1 of the Supplementary Numbers in any one Standard Entry

**Division Three:** 6 of the 7 Winning Numbers in any one Standard Entry

**Division Four:** 5 of the 7 Winning Numbers plus at least 1 of the Supplementary Numbers in any one Standard Entry

**Division Five:** 5 of the 7 Winning Numbers in any one Standard Entry

**Division Six:** 4 of the 7 Winning Numbers plus at least 1 of the Supplementary Numbers in any one Standard Entry

**Division Seven:** 4 of the 7 Winning Numbers in any one Standard Entry (Set)

**Division Eight:** 3 of the 7 Winning Numbers plus at least 1 of the Supplementary Numbers in any one Standard Entry

- 4.2 Subject to Rule 4.3(d) of this Schedule, the Prize Division allocations in each Draw is as follows:

<b>Division One:</b>	00.00% of the Prize Fund
<b>Division Two:</b>	00.00% of the Prize Fund
<b>Division Three:</b>	2.20% of the Prize Fund
<b>Division Four:</b>	2.00% of the Prize Fund
<b>Division Five:</b>	4.60% of the Prize Fund

<b>Division Six:</b>	10.60% of the Prize Fund
<b>Division Seven:</b>	28.20% of the Prize Fund
<b>Division Eight:</b>	52.40% of the Prize Fund

4.3 The amounts set aside for payment into the Prize Reserve Fund shall accumulate and shall be applied as follows:

Division One winners

- (a) if there are no more than four (4) Division One prize winning Standard Entries in a Draw, payment of a Division One prize in the sum of \$4,800,000.00 for each winning Standard Entry in that Draw;
- (b) if there are more than four (4) Division 1 prize winning Standard Entries in a Draw, apportionment of a Division One prize in the sum of \$19,200,000.00 to be paid equally amongst each such Division 1 prize winning Standard Entries in that Draw (with rounding to the next whole cent where necessary)

payable by 240 equal monthly instalments to each Division One prize winner with:

- (c) the first instalment payment being made by Tatts as soon as practicable after the Claim Period, and
- (d) each subsequent instalment payment being made by Tatts on the 15<sup>th</sup> day of each subsequent month, unless that day falls on a weekend or a public holiday where the payment will be made on the next business day, until all instalments have been paid;

Division Two winners

- (e) if there are no more than four (4) Division Two prize winning Standard Entries in a Draw, payment of a Division Two prize in the sum of \$60,000.00 for each winning Standard Entry in that Draw; or
- (f) if there are more than four (4) Division Two prize winning Standard Entries in a Draw, apportionment of a Division Two prize in the sum of \$240,000.00 to be paid equally amongst each such Division Two prize winning Standard Entries in that Draw (with rounding to the next whole cent where necessary),

payable by 12 equal monthly instalments to each Division Two prize winner with:

- (g) the first instalment being paid by Tatts as soon as practicable, and
- (h) each subsequent instalment being paid on the 15<sup>th</sup> day of each subsequent month, unless that day falls on a weekend or public holiday where the payment will be made on the next business day, until all instalments have been paid;

Other uses

- (i) supplement Prizes in any or all Prize divisions from time to time;
- (j) for such other purpose as agreed by the Regulator and carried out in accordance with a process and in the manner which has first been approved in writing by the Regulator provided that any such application is not in contravention of the Act or these Rules; or
- (k) for such other purpose as agreed by the Lotto Bloc Parties from time to time, provided that any such application is not in contravention of the Act or these Rules.

4.4 If there are insufficient funds in the Prize Fund and Prize Reserve Fund to pay all Prizes in a Draw, Tatts must subsidise the shortfall from its own funds.

4.5 If there are no valid winning Entries for Divisions Three, Four, Five, Six, Seven or Eight, the amount allocated to the relevant Prize division will be added to the amount allocated to:

- (a) the next lower Prize division in which there are Prize winning entries; or
- (b) the next higher Division in which there are Prize winning entries if there are no Prize winning entries in any lower Division in that Draw.

4.6 If in Division Three, Four, five, Six, Seven or Eight in a Draw there is more than one winning Standard Entry in that Prize division, the Prize money allocated to that Prize Division will be apportioned equally amongst such winning Standard Entries.

4.7 Subject to a rounding to the nearest cent and Rule 4.5 of this Schedule, the total Prize Fund in each Draw shall be distributed amongst the Prize divisions in such percentages as are determined by the Lotto Bloc Parties from time to time, made available for inspection on the Web Site or on request at Retailer Outlets, and notified to the Regulator at least 14 days prior to their effective date.

4.8 Notwithstanding Rule 4.7 of this Schedule, the percentage allocations shall not vary by more than 5 percentage points lesser or greater than those set out in the Rule 4.2 of this Schedule, and in no event will any one Prize division receive an allocation of less than half of that specified in Rule 4.2 of this Schedule;

4.9 Any distribution of a Prize Reserve Fund contemplated under Rule 4.3(g) of this Schedule for a particular Draw shall be subject to prior notification to the Regulator and shall thereafter be on such terms and conditions (regarding eligibility, Prize values, determination and payment) as are published on promotional and point of sale materials throughout such period of availability and/or eligibility.

4.10 If Tatts Licence is cancelled, surrendered or expires then the unpaid instalments payable to the Division One prize winner and/or Division Two prize winner will continue as a debt due from Tatts to such winner payable on a monthly basis until all instalments have been paid.

- 4.11 If the winner of the Division One prize dies whilst instalments of the Division One prize remain unpaid then the total of the unpaid instalments will be payable to the estate of such Division One Prize winner (subject to provision of documentation acceptable to Tatts).
- 4.12 If the winner of the Division Two One prize receives one or more instalments of the Division Two One prize and then fails to update his or her personal details and/or his or her nominated bank account details resulting in an instalment of the Division One prize being unpaid to such winner then the relevant unpaid instalment of the Division One prize will remain payable to such winner as a debt due from Tatts to such winner.
- 4.13 If the winner of a Division One prize receives one or more instalments of a Division One prize and then fails to update his or her personal details and/or his or her nominated bank account details resulting in an instalment of the Division One prize being unpaid to such winner then the relevant unpaid instalment of the Division One prize will remain payable to such winner as a debt due from Tatts to such winner.
- 4.14 If the winner of a Division Two prize receives one or more instalments of a Division Two prize and then fails to update his or her personal details and/or his or her nominated bank account details resulting in an instalment of the Division Two prize being unpaid to such winner then the relevant unpaid instalment of the Division Two prize will remain payable to such winner as a debt due from Tatts to such winner.