

# Rules of Authorised Lotteries

TattsLotto

Super 66

Monday and Wednesday Lotto

Oz Lotto

Powerball

The Pools



Tattersall's Sweeps Pty Ltd  
ACN 081 925 662  
615 St Kilda Road, Melbourne,  
Victoria, 3004, Australia  
Tel (61 3) 8517 7777 Fax (61  
3) 8517 7412  
[www.tattersalls.com.au](http://www.tattersalls.com.au)



## TABLE OF CONTENTS

1	INTRODUCTION.....	1
2	DEFINITIONS.....	1
3	EFFECT OF THESE RULES .....	4
4	ENTRY COUPONS.....	4
5	QUICK PICK AND NON-COUPON ENTRIES.....	5
6	SYNDICATE ENTRIES.....	5
7	ISSUING LOTTERY TICKETS.....	6
8	ISSUING SYNDICATE SHARES .....	6
9	ACCEPTANCE OF LOTTERY TICKETS AND SYNDICATE SHARES.....	6
10	DRAWING OF AUTHORISED LOTTERIES.....	7
11	PRIZE POOLS AND DIVISION OF PRIZES .....	7
12	CLAIMS AND PRIZE PAYMENTS.....	8
13	DISPUTED PRIZE CLAIMS .....	10
14	COMPLAINTS .....	11
15	PLAYER CARD .....	11
16	RETAILERS .....	11
17	OUTLET SYNDICATES.....	12
18	INTERNET ENTRIES PURCHASED VIA THE WEB SITE .....	12
19	RESELLERS .....	13
20	PUBLICATION OF RESULTS .....	14
	SCHEDULE A - TATTSLOTTO .....	15
1	INTRODUCTION.....	15
2	OBJECTIVE.....	15
3	DRAWING OF TATTSLOTTO.....	15
4	PRIZE POOLS AND DIVISION OF PRIZES .....	15
	SCHEDULE B – SUPER 66.....	16
1	INTRODUCTION.....	16
2	OBJECTIVE.....	16
3	DRAWING OF SUPER 66.....	16
4	PRIZE POOLS AND DIVISION OF PRIZES .....	16
	SCHEDULE C – OZ LOTTO.....	18
1	INTRODUCTION.....	18
2	OBJECTIVE.....	18
3	DRAWING OF OZ LOTTO.....	18
4	PRIZE POOLS AND DIVISION OF PRIZES .....	18
	SCHEDULE D – MONDAY & WEDNESDAY LOTTO.....	19
1	INTRODUCTION.....	19
2	OBJECTIVE.....	19
3	DRAWING OF MONDAY & WEDNESDAY LOTTO .....	19
4	PRIZE POOLS AND DIVISION OF PRIZES .....	19
	SCHEDULE E – POWERBALL.....	21
1	INTRODUCTION.....	21
2	OBJECTIVE.....	21
3	DRAWING OF POWERBALL.....	21
4	PRIZE POOLS AND DIVISION OF PRIZES .....	22
	SCHEDULE F – THE POOLS .....	23
1	INTRODUCTION.....	23
2	OBJECTIVE.....	24
3	DETERMINATION OF RESULTS .....	24
4	DIVISION OF PRIZES.....	25



## 1 INTRODUCTION

- 1.1 These Rules regulate the conduct of the Authorised Lotteries conducted by Tattersall's Sweeps Pty Ltd under the Category 1 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; and
  - (f) The Pools.
- 1.2 The Rules that are in force at the time of purchase of a Lottery Ticket or Syndicates Share in a Draw of an Authorised Lottery are contractually binding on Tattersall's, the player and the Syndicate player.
- 1.3 These Rules are in force for Draws of Authorised Lotteries conducted on and after 1 July 2012 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 Tattersall's, its Retailers, Resellers and at the Web Site.
- 1.5 Rules 1 to 20 are the Rules that are common to each of the Authorised Lotteries.
- 1.6 Schedules A to F 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 20 and any of the Rules contained in Schedules A to F, the Rules contained in Schedules A to F 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>Act</b>	means the <i>Gambling Regulation Act (Vic) 2003</i> as amended from time to time;
<b>Advance Entry</b>	means an Entry or Syndicate Entry for a nominated Draw in advance of the current Draw;
<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; and</li> <li>(f) The Pools.</li> </ul>
<b>Commission</b>	is an amount approved by the Minister from time to time which is payable to Retailers, tats.com or a Reseller for effecting an Entry in an Authorised Lottery;
<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, or any day or days immediately preceding it, is a Saturday, Sunday or public holiday, the period ends on the last working day before 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 Tattersall's after which Entries or Syndicate Entries into a Draw of an Authorised Lottery will not be accepted;
<b>Draw</b>	means the drawing or determination of the Winning Numbers, the Supplementary Numbers and/or the Powerball (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 approved by the Regulator and used to conduct Draws of certain of the Authorised Lotteries;
<b>Entry</b>	means the numbers in an Authorised Lottery which have been selected by way of an Entry Coupon, Quick Pick, via the Web Site or by use of a players Player Card and



	which have been recorded in the Tattersall's lottery system;
<b>Entry Coupon</b>	is a form approved by Tattersall's to be completed by a player containing all relevant numbers and instructions to effect an entry in the relevant Authorised Lottery via a Lottery Terminal and Tattersall's lottery system;
<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>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>Licence</b>	means the Category 1 Public Lottery Licence held by Tattersall's in Victoria pursuant to the Act;
<b>Lottery Ticket</b>	is a Lottery Terminal issued record of Entry in an Authorised Lottery containing the particulars listed in Rule 7;
<b>Lottery Terminal</b>	means computer equipment that is a component of and linked to Tattersall's lottery system but located in the place of business of Retailers or Tattersall's which: <ul style="list-style-type: none"> <li>(a) is used to issue Lottery Tickets and Syndicate Shares; and</li> <li>(b) can be used by Retailers or Tattersall's — <ul style="list-style-type: none"> <li>(i) to identify whether or not a Lottery Ticket or Syndicate Share is a winning Entry; or</li> <li>(ii) to access Tattersall's lottery system.</li> </ul> </li> </ul>
<b>Lotto Bloc</b>	means the lottery operators licensed in their respective jurisdictions who have joined for the purpose of conducting, promoting and selling entries in lottery games, of which Tattersall's is a Member;
<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>Member</b>	means one or more of the parties of the relevant Lotto Bloc;
<b>Minister</b>	means the Minister for Gaming, State of Victoria or the Minister for the time being administering the Act;
<b>Multi-week Entry</b>	means an Entry or Syndicate Entry entered into a nominated number of Draws;
<b>Outlet Syndicate</b>	has the meaning set out in Rule 17.1(a);
<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 Tattersall's 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 or Syndicate 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 Tattersall's 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> <p>which will then constitute that number of Standard Entries for that type of Pick Entry;</p>
<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 15;
<b>PowerHit or Play the Field Entry</b>	relates only to the Authorised Lottery known as Powerball and means an Entry or Syndicate 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 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 the jackpot prize pool being an amount not greater than 5% of all Subscriptions received for a particular Draw of an Authorised Lottery (except for Monday and Wednesday Lotto which is an amount not greater than 27% for each Draw conducted on and after 27 February 2012);
<b>Prize Pool</b>	is an amount equivalent to 60% of all Subscriptions received in an Authorised Lottery (except for the Pools which is 50%) which is the amount required under the Act to be returned to players being the sum of all Prizes payable from the Prize Fund and the total amount paid into the Prize Reserve Fund;
<b>Public Lottery</b>	means a lottery or other game or competition of chance, or partly of chance and partly of skill, in which people pay money to enter with the possibility of obtaining a prize, including a lottery, game or competition that involves a scheme of pari-mutual betting;
<b>Quick Pick</b>	means an Entry or Syndicate Entry selected in the manner described in Rule 5;
<b>Regulator</b>	means the Victorian Commission for Gambling Regulation established by the Act and any organisation or person being a predecessor or successor to it;
<b>Reseller</b>	means a person or corporation contracted by Tattersall's to process entries for persons residing in Participating or Overseas Jurisdictions where that person is remote from Tattersall's computer system, either via the Internet, mail or by other means approved by Tattersall's;
<b>Retailer</b>	is a person or corporation appointed by Tattersall's for purposes associated with the sale of Entries in Authorised Lotteries conducted by Tattersall's and includes any branch or section of Tattersall's;
<b>Rules</b>	are these Rules and the attached Schedules;
<b>Share Price</b>	means the amount payable by a Syndicate player to participate in a Syndicate comprising the relevant apportionment of both the Subscription and Commission rounded as necessary to the nearest whole cent in accordance with these Rules;
<b>Standard Entry</b>	is a selection (however made) of only the amount of numbers in a Game Panel for a Draw of a particular Authorised Lottery as are prescribed in the Schedule for that Authorised Lottery;
<b>Subscription</b>	is the cost of an Entry or Syndicate Entry in 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 Lotteries is divided into a number of equal shares;
<b>Syndicate Organiser</b>	is a person referred to in Rule 6.1;
<b>Syndicate player</b>	means a person who purchases, holds and bears a valid Syndicate Share;
<b>Syndicate Share</b>	means a share of a Syndicate Entry;
<b>System Entry</b>	means (unless otherwise defined in a Schedule) an Entry or Syndicate 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 Tattersall's 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>Tattersall's</b>	means Tattersall's Sweeps Pty Ltd (ACN 081 925 662) whose registered office is situated at 615 St Kilda Road, Melbourne, Victoria, 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.com</b>	means tatts.com Pty Ltd, a related entity of Tattersall's, being a corporation appointed by Tattersall's to process entries in Authorised Lotteries via the Internet;
<b>Top Up Entry</b>	means an Entry or Syndicate Entry arising from not all Game Panels being marked or completed on an Entry Coupon and Tattersall's 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.lotto.tatts.com">www.lotto.tatts.com</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 Numbers</b>	means the amount of numbers first 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 or Syndicate 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 purchase is available; and
- (b) particular types or styles of Entries or Syndicate 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 a Lottery Ticket or Syndicate Share in an Authorised Lottery, all players and Syndicate players agree to be bound by these Rules. Except as may otherwise be provided herein and in particular Rule 13.2, all players and Syndicate players shall accept as final, decisions made by Tattersall's pursuant to these Rules and decisions made by Tattersall's as to the meaning and effect of these Rules.

3.4 Tattersall's may at any time amend these Rules in accordance with the Act. If such amendment results in the invalidity of any Lottery Ticket or Syndicate Share already issued, the holder of such Lottery Ticket or Syndicate Share may apply for a refund of amount paid for that Lottery Ticket or Syndicate Share but Tattersall's shall not be liable for any other loss or damage suffered by the player or Syndicate player.

3.5 If there is an inconsistency between the instructions on an Entry Coupon, Lottery Ticket, Syndicate Share 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 Tattersall's 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 between 10 and 26 Game Panels (marked in either alphabetical or numerical sequence) for number selections by players;
- (c) 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)

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

- (v) in Advance; and/or
- (vi) for Multi-weeks; and/or
- (vii) with a Top Up



by 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 or Share Price if in respect of a Syndicate Share and advertised by Tattersall's for the relevant Authorised Lottery at the time and point of purchase;

- (d) must be marked by hand (and by no other means unless first approved by Tattersall's in writing);
- (e) 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 Tattersall's, may not (in the absolute discretion of Tattersall's) be entitled to payment of any Prize in relation to the resultant Lottery Ticket;
- (f) will be processed through Tattersall's lottery system via Lottery Terminals situated at Retailer outlets;
- (g) 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(e) will appear on the edited Lottery Ticket only; and
- (h) 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 Tattersall's 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 Tattersall's.

## **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)

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

- (v) in Advance; and/or
- (vi) for Multi-weeks

whereupon the Lottery Ticket will contain numbers randomly selected by Tattersall's lottery system.

5.2 An Entry properly transacted via the Web Site or a Reseller in accordance with Rules 18 and 19 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 may be formed for each of the Authorised Lotteries or a combination of each and any of the Authorised Lotteries by:

- (a) Tattersall's;
- (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 forms a Syndicate by:

- (a) registering the following for the Syndicate on Tattersall's lottery system:
  - (i) the Authorised Lottery or Authorised Lotteries to which the Syndicate relates;
  - (ii) for a Syndicate formed by a Retailer or a group of 2 or more Retailers, the location or identity of the Retailer's outlet where the Syndicate Shares will be available for sale;
  - (iii) for a Syndicate 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 from the options available on Tattersall's 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 in the Syndicate.

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 formed by one (1) Retailer only – the Retailer that formed the Syndicate; or

- (b) for a Syndicate 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 Tattersall's joined the Syndicate and was responsible for the sale of the relevant Syndicate Share;
- (c) for a Syndicate formed by Tattersall's:
  - (i) if the Syndicate Share was sold and then cancelled by a Retailer – the Retailer who cancelled the Syndicate Share; or
  - (ii) otherwise – Tattersall's 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), Tattersall's 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**

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

- (a) the name of the relevant Authorised Lottery;
- (b) the player's Player Card number and name, if applicable;
- (c) the selected numbers and if applicable, the type of Entry;
- (d) the Draw number and the respective Draw date(s), or if a Multi-week Entry, the Draw date ranges and Draw number ranges, to which the Entry relates;
- (e) if applicable, "e" which indicates that the operator of the Lottery Terminal has edited the selection at the player's direction;
- (f) if applicable, "t" which indicates that the selection is a "Top Up";
- (g) if applicable, "^" which indicates that the selection is a PowerHit entry;
- (h) details of the Retailer and relevant selling Lottery Terminal;
- (i) the date and time the Entry is processed by Tattersall's lottery system via a Lottery Terminal;
- (j) the Subscription and Commission paid and their total; and
- (k) the number of the Lottery Ticket;

## **8 ISSUING SYNDICATE SHARES**

8.1 A Syndicate player having made a request to participate in a Syndicate Entry and paid the Share Price will be issued with a Syndicate Share recording:

- (a) the name of the relevant Authorised Lottery or Authorised Lotteries;
- (b) the player's Player Card number and name, if applicable;
- (c) the selected numbers in each of the relevant Authorised Lotteries and if applicable, the type of Entry(s);
- (d) the Draw number and the respective Draw date(s), or if a Multi-week Entry, the Draw date ranges and Draw number ranges, to which the Syndicate Entry relates;
- (e) if applicable, "^" which indicates that the selection is a PowerHit entry;
- (f) the details of the Retailer and relevant selling Lottery Terminal;
- (g) the date and time the Syndicate Share is processed by Tattersall's lottery system via a Lottery Terminal;
- (h) the Subscription and Commission paid for the Syndicate Entry and their total;
- (i) the number of Syndicate Shares in the Syndicate;
- (j) the Syndicate number and name;
- (k) the Share Price; and
- (l) the ticket number of the Syndicate Share.

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

9.1 It is the responsibility of the player or Syndicate player to check the accuracy of all details on the Lottery Ticket or Syndicate Share at the time it is received by the player or Syndicate player and the taking or acceptance of a



Lottery Ticket or Syndicate Share by a player or Syndicate player constitutes an acknowledgment by the player or Syndicate Player that the numbers printed thereon are the player's selection (whether by Coupon Entry or Quick Pick) and that all other particulars and details on the Lottery Ticket or Syndicate Share are correct.

- 9.2 Subject to Rule 3.4, a Lottery Ticket or Syndicate Share may only be voided or cancelled,
- (a) on presentation of the original Lottery Ticket or Syndicate Share which must be legible and must not be mutilated; and
  - (b) at the place where the Lottery Ticket or Syndicate Share was sold; and
  - (c) prior to the Close of Acceptance of Entries for the first Draw applicable to that Entry or Syndicate Entry respectively and subject to the relevant Retailer's hours of operation,
  - (d) by Tattersall's, in Tattersall's absolute discretion, if requested by a Retailer on its own or on behalf of a player or Syndicate player and subject to the capability of Tattersall's lottery system

and upon cancellation the player or Syndicate player shall be refunded the Subscription and Commission paid in respect of such Lottery Ticket or the Syndicate Share Fee if in respect of a Syndicate Share.

9.3 A Lottery Ticket or Syndicate Share which is recorded as void or cancelled on or in Tattersall's lottery system shall be void regardless of whether such Lottery Ticket or Syndicate Share was cancelled in error by a Retailer or Tattersall's or otherwise, and no Prize shall be payable in respect of such Lottery Ticket or Syndicate Share.

9.4 It is the responsibility of the player or Syndicate player to ensure that the correct Lottery Ticket or Syndicate Share has been cancelled and to inform the Retailer or Tattersall's if there has been an error in relation to cancellation of the Lottery Ticket or Syndicate Share.

9.5 Neither the Retailer nor Tattersall's shall be liable to the player or Syndicate Player in respect of an error in the cancellation of a Lottery Ticket or Syndicate Share.

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

9.7 Subject to these Rules, a Lottery Ticket or Syndicate Share issued in accordance with these Rules shall constitute an acknowledgment by Tattersall's of such Entry or Syndicate Share in the relevant Draw of an Authorised Lottery.

## **10 DRAWING OF AUTHORISED LOTTERIES**

10.1 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.

10.2 Each Draw shall be:

- (a) conducted under the supervision of a nominated or approved representative of the Regulator, and
- (b) final for all purposes when the "Official Result Sheet" is signed by the relevant Tattersall's nominated draw officials and countersigned by the representative of the Regulator.

10.3 Subject to Rule 10.4, in the event of a Malfunction in the conduct of a Draw:

- (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.

10.4 The decision of the representative of the Regulator present at the Draw as to the existence and timing of the Malfunction and the consequent validity or invalidity of any numbers drawn is final and binding on Tattersall's and all players and Syndicate players.

## **11 PRIZE POOLS AND DIVISION OF PRIZES**

11.1 The number of Prize divisions for each of the Authorised Lotteries is set out in the Schedule relevant to each Authorised Lottery.

11.2 If in a Draw, there is no valid winning Entry or Syndicate 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.

11.3 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.

11.4 If there is no valid winning Entry or Syndicate Entry in Division One in any of the Draws permitted under Rule 11.3 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 11.12(a) shall be added to the next lower Division in which there are Prize winners in that Authorised Lottery.



- 11.5 If there is no valid winning Entry or Syndicate Entry in any Division in the final permitted Draw of a particular Authorised Lottery, then irrespective of Rule 11.3, 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.
- 11.6 Subject to Rules 11.2 and 11.5, if there are no valid winning Entries or Syndicate 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.
- 11.7 Subject to a rounding to the nearest cent and Rules 11.2, 11.4, 11.5, and 11.6, 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 Lotto 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.
- 11.8 Notwithstanding Rule 11.7, 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.
- 11.9 No single Standard Entry can win more than one Prize in any one Draw of an Authorised Lottery.
- 11.10 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.
- 11.11 All Prizes shall be rounded to the nearest five cents except:
- (a) Prizes payable in Division One; and
  - (b) a share of a Prize for the holder of a Syndicate Share;
- both of which will be rounded to the nearest cent.
- 11.12 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 11.16, for such other purpose as agreed by the Members from time to time, provided that any such application is not in contravention of the Act or these Rules .
- 11.13 If any Entries or Syndicate Shares which would otherwise have been entitled to payment of Prize(s) are discovered after the payment of Prizes, Tattersall's may at its discretion pay to the players or Syndicate players submitting such Entries or Syndicate Shares the same Prizes as were payable in respect of Entries or Syndicate Shares winning such Prizes, or such smaller Prizes as would have been paid under Rule 11 if such Entries or Syndicate Shares had been taken into account when declaring Prizes.
- 11.14 Lotto Bloc Members aggregate the total Subscriptions of each Member 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, Lotto Bloc Members are from time to time required to provide an amount in respect of Prize payments to other Members to enable Prize payments by such other Members of common dividends won in respect of entries sold in the jurisdiction of such other Member and such payment made by Tattersall's will be made from the Prize Pool.
- 11.15 Notwithstanding Rule 11.14, Tattersall's may from time to time supplement Prizes paid to players and Syndicate players in a particular Draw of an Authorised Lottery in Victoria and Participating Jurisdictions only, from amounts representing Tattersall's proportion of the Prize Reserve Fund for that Authorised Lottery constituted solely by Subscriptions from Entries or Syndicate Entries purchased in that Authorised Lottery in those jurisdictions in accordance with these Rules.
- 11.16 Any distribution of a Prize Reserve Fund contemplated under Rule 11.12(c) for a particular Draw 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.

## **12 CLAIMS AND PRIZE PAYMENTS**

- 12.1 The Prize winning Entries and Syndicate Shares for a Draw of an Authorised Lottery are those identified as such by Tattersall's lottery system.
- 12.2 In addition to the requirement set out in Rule 12.1, in order for a Lottery Ticket or Syndicate Share to be valid the following conditions must be met:
- (a) it must have been issued in a manner authorised by Tattersall's and in accordance with these Rules;



- (b) it must be legible and must not be mutilated, altered, reconstituted, marked "winner", counterfeit, stolen or cancelled or a duplicate of another Entry Ticket or Syndicate Share;
  - (c) the full particulars and details that appear on the Entry Ticket or Syndicate Share must match the particulars and details recorded on Tattersall's 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 Tattersall's lottery system; and
  - (e) the Entry Ticket must pass all other confidential security checks of Tattersall's and there must not be any breach of these Rules which in the opinion of Tattersall's justifies non payment of the Prize in respect of the Entry Ticket or Syndicate Share.
- 12.3 Subject to Rules 13.2(b) to 13.2(d) inclusive, where any dispute arises, the player shall be bound by the Prize determination founded on the particulars and details recorded on Tattersall's lottery system. No subsequent or manual alteration to an Entry Ticket or Syndicate Share shall be made or, if made, have any validity for any purpose.
- 12.4 Prize money distributable to Division One winning Entries shall be paid following the expiration of the Claim Period and may be:
- (a) reduced if the number of valid winning Entries in the Draw of an Authorised Lottery exceed the number publicised as provisional winning Entries in that Draw of the Authorised Lottery; or
  - (b) increased if the number of valid winning entries in the Draw of an Authorised Lottery is less than the number publicised as provisional winning entries in that Draw of the Authorised Lottery.
- 12.5 Players or Syndicate players who believe they are entitled to claim a Prize in a Draw of an Authorised Lottery must have their claim confirmed by Tattersall's lottery system as being a Prize winning Entry Ticket or Syndicate Share by:
- (a) presentation of the Lottery Ticket or Syndicate Share at the outlet of any Retailer or at the registered office of Tattersall's;
  - (b) forwarding a claim to the registered office of Tattersall's accompanied by the player's Lottery Ticket or Syndicate Share and a stamped self - addressed envelope
- however, Prizes:
- (c) for Division One, and/or
  - (d) which exceed the limit determined by Tattersall's from time to time,
- can only be paid by or at the registered office of Tattersall's; or
- (e) purchased through the Web Site or Resellers are payable in accordance with Rules 18.13 and 19.3 respectively.
- 12.6 Notwithstanding any other provision contained in these Rules:
- (a) subject to the absolute discretion of Tattersall's, Prizes are only payable on presentation of the Prize winning Lottery Ticket or Syndicate Share (which must be shown as unpaid on Tattersall's lottery system) to Tattersall's or its Retailers in accordance with these Rules;
  - (b) no material of any nature other than a Lottery Ticket or Syndicate Share 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 or Syndicate Share should be completed before presentation for Prize validation;
  - (d) prior to payment of a Prize, players may be required to provide:
    - (i) full identification;
    - (ii) a Statutory Declaration as to ownership, entitlement and compliance with relevant laws;
  - (e) Prize payments by cash will only be made to the limit determined by Tattersall's from time to time and above this limit, payment will be by cheque either personally or by post, or by remittance through a nominated bank account;
  - (f) Prizes must be collected within the period specified in the Act, after which Lottery Tickets and Syndicate Shares for unclaimed Prizes may be presented: -
    - (i) at Tattersall's registered office for forwarding by Tattersall's to the relevant government department, or
    - (ii) directly to the relevant government department
 for validation and Prize payment by that government department.
  - (g) The delivery or presentation of any Prize winning Lottery Ticket or Syndicate Share to Tattersall's or Retailers is the responsibility and at the expense of the player or Syndicate player and:
    - (i) it is the sole responsibility of the player or Syndicate player to take reasonable care for the preservation and safe keeping of a Lottery Ticket or Syndicate Share;



- (ii) proof of posting or bank lodgement of a Lottery Ticket or Syndicate Share will not be accepted as proof of ownership or delivery of such Lottery Ticket or Syndicate Share;
  - (iii) the player or Syndicate player accepts all risks, losses, delays, errors or omissions which may occur through Australia Post or the banking system;
  - (iv) Tattersall's shall be under no obligation to send any remittances by registered, recorded or security post; and
  - (v) the cost of remittance of Prize money may be deducted from the Prize payable to the player or Syndicate player;
- (h) Tattersall's shall be at liberty to publicise:
- (i) any player or Syndicate player's name as a Prize winner unless such person has completed an anonymity request by marking the Lottery Ticket or Syndicate Share at the time of making a claim for a Prize;
  - (ii) the suburb of residence of a player or Syndicate player or the amount of the Prize;
  - (iii) Tattersall's will recognise only the person/s who submits the Lottery Ticket or Syndicate Share 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 or Syndicate Share may be subject;
- (i) payment by Tattersall's to the person/s submitting the Lottery Ticket or Syndicate Share of any Prize money payable in respect thereof shall be a good discharge to Tattersall's, notwithstanding any notice Tattersall's may have of the right, title, interest or claim of any other person/s to such Prize money;
- (j) a Multi-week Lottery Ticket or Syndicate Share:
- (i) may be submitted for Prize validation and payment in respect of any Draw to which it relates;
  - (ii) that has been replaced following presentation of the original Multi-week Lottery Ticket or Syndicate Share for Prize validation, may be submitted for Prize validation and payment in a subsequent Draw provided such Prize has not been previously paid.

12.7 All Prizes will be paid in Australian Dollars in the amount advertised by Tattersall's as the final dividend payable for that Prize winning Entry or Syndicate Share. Except for Prizes paid to players or Syndicate players under Rule 18, if a Prize is payable to a player or Syndicate 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 on the Lottery Ticket or Syndicate Share 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.

12.8 Any liability of Tattersall's to a player or Syndicate player arising from any statement about a Draw made by (or any negligence on the part of) an employee, servant, agent or contractor of Tattersall's or any other person, shall be limited to the cost of the player's Lottery Ticket plus Commission or Syndicate Share in that Draw.

12.9 In the event of a player or Syndicate player suffering any loss or damage as a result of any unlawful act of an employee, servant, agent or contractor of Tattersall's 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 Tattersall's to that player or Syndicate player shall be limited to the cost of the player or Syndicate player's Lottery Ticket plus Commission or Syndicate Share in that Draw.

12.10 The Lottery Ticket or Syndicate Share held by the player or Syndicate player shall have no value other than allowing payment of any Prize that is shown as unpaid on Tattersall's lottery system in respect of that Lottery Ticket or Syndicate Share.

### 13 DISPUTED PRIZE CLAIMS

13.1 Prior to a Prize being paid to a relevant government department in accordance with Rule 12.6(f), a player or Syndicate player may lodge a written claim with Tattersall's by sending it to Tattersall's registered office if:

- (a) Tattersall's does not confirm a Prize upon presentation of a Lottery Ticket or Syndicate Share; or
- (b) the player or Syndicate player believes that his or her Lottery Ticket or Syndicate Share has been incorrectly evaluated; or
- (c) the player or Syndicate player is unable to produce the Lottery Ticket or Syndicate Share for which that person claims a Prize is payable.

Tattersall's will not consider a claim in respect of a Prize disposed of in accordance with Rule 12.6(f).

13.2 If a claim for a Prize is made to Tattersall's in accordance with Rule 13.1:

- (a) Tattersall's will –
  - (i) immediately try to resolve the claim; and
  - (ii) if Tattersall's is not able to resolve the claim, promptly give the claimant written notice advising -

- A. of Tattersall's decision on the claim, and
  - B. that the player or Syndicate 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 or Syndicate player may ask the Regulator –
- (i) if that person has received a notice under Rule 13.2(a)(i), to review Tattersall's decision on the claim; or
  - (ii) if not, to resolve the claim.
- (c) A request to the Regulator under Rule 13.2(b) –
- (i) must be in the form approved by the Regulator; and
  - (ii) if the person received a notice under Rule 13.2(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.
- 13.3 No Prize claim made beyond the period referred to in Rule 13.1 will be accepted unless it is in respect of a Lottery Ticket or Syndicate Share which is shown as an unclaimed Prize on Tattersall's copy of the report of unclaimed Prizes sent to the relevant government department as referred to in Rule 12.6(f)(i).

## 14 COMPLAINTS

14.1 Tattersall's will inquire into a complaint:

- (a) made to it about the conduct of an Authorised Lottery by Tattersall's, 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 14.2,

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.

14.2 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 Tattersall's. The Regulator will advise the complainant of the result of the Regulator's inquiry or of its decision to refer the complaint to Tattersall's.

14.3 A complaint made to the Regulator in accordance with the Act and Rules 14.1 and 14.2 must be in writing, state the complainant's name and address, and give appropriate details of the complaint.

## 15 PLAYER CARD

15.1 Prizes won by a Lottery Ticket or Syndicate Share registered to a Player Card which remain unclaimed four weeks from the date of the Draw to which the Prize on the Lottery Ticket or Syndicate Share relates (or in the case of a Multi-Week entry, four weeks from the date of the last Draw to which the Lottery Ticket or Syndicate Share relates), will be paid by cheque (less postage and handling) and forwarded by ordinary post to the then recorded address of the Player Card member. Such Prize payment will be in full and final settlement of any Prize payable in respect of that Lottery Ticket or Syndicate Share, irrespective of whether the Lottery Ticket or Syndicate Share is subsequently presented for payment by any person. Payment of a Player Card Prize cheque constitutes a Prize claimed by the player or Syndicate player and is not thereafter subject to the provisions of Rule 12.6(f).

15.2 Prior to any payment of Prizes won by a Lottery Ticket or Syndicate Share identified with a Player Card number, Tattersall's may require a Statutory Declaration of ownership from the person presenting the Lottery Ticket or Syndicate Share.

15.3 Notwithstanding the registration of a player's Lottery Ticket or Syndicate Share on the player's Player Card, Prize winning Lottery Tickets or Syndicate Shares are bearer documents and any Prize payment by Tattersall's to a person submitting a winning Lottery Ticket or Syndicate Share, prior to a Prize payment being made under Rule 15.1, shall discharge any liability Tattersall's has in respect of that winning Lottery Ticket or Syndicate Share, irrespective of whether that Lottery Ticket or Syndicate Share is registered to a particular Player Card member or not.

15.4 Tattersall's assumes no responsibility or liability for lost or stolen Lottery Tickets or Syndicate Share and under no circumstances shall registration as a Player Card member entitle a person to whom a winning Lottery Ticket or Syndicate Share is registered to claim a Prize previously paid by Tattersall's in respect of that Lottery Ticket or Syndicate Share.

15.5 Tattersall's will not be liable for any errors or omissions in respect of a player or Syndicate player's number selections stored on his or her Player Card and held on Tattersall's lottery system. It is the responsibility of the player or Syndicate player to check that the numbers and/or details recorded on the Lottery Ticket or Syndicate Share are correct at the time of purchase.

## 16 RETAILERS

16.1 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.

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

16.3 Retailers shall not be responsible for any loss, damage, or expense which may be sustained by the player or Syndicate 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, Syndicate Entry or Syndicate Share.

16.4 Tattersall's shall not be responsible to any player or Syndicate player for any neglect, omission, delay or failure on the part of a Retailer to process any Entry, Syndicate Entry or Syndicate Share otherwise than in accordance with these Rules.

## **17 OUTLET SYNDICATES**

17.1 Outlet Syndicates are:

(a) where a Lottery Ticket is purchased by a Retailer on behalf of a group of persons and the Retailer agrees to pay any Prize emanating from that Lottery Ticket to such persons proportionate to the number of shares held by each person;

(b) not Syndicate Entries or Syndicate Shares as defined and described in these Rules;

and as such any reference to Syndicate Entries, Syndicate Shares or Share Price in these Rules are not references to and do not apply to Outlet Syndicates.

17.2 Notwithstanding anything contained in these Rules or the provision of materials produced by Lottery Terminal for Outlet Syndicate entries, a Retailer who purchases a Lottery Ticket for the purposes of organising an Outlet Syndicate:

(a) is not acting as an agent of Tattersall's for that purpose;

(b) is deemed to be the player for the purposes of the Act and these Rules;

(c) must do so strictly in accordance with the relevant provisions of its agreement with Tattersall's and make available to its customers conditions of sale governing Outlet Syndicates which shall not be inconsistent with the intent of these Rules and the relevant provisions of the Act; and

(d) shall pay Prizes to each customer who is entitled to receive a Prize in an Outlet Syndicate in accordance with the Outlet Syndicate conditions of sale.

17.3 Tattersall's shall not be liable for the payment of any Prize to a participant in an Outlet Syndicate other than a Prize emanating from a winning Lottery Ticket which is payable only to the Retailer as the player and holder of that Lottery Ticket.

17.4 Tattersall's shall not be bound by any rule or agreement between a Retailer and any person participating in an Outlet Syndicate.

17.5 A person who purchases a share in an Outlet Syndicate shall be bound by the conditions of sale governing that purchase.

17.6 For the avoidance of doubt, a share receipt issued to a customer participating in an Outlet Syndicate is not a Lottery Ticket for the purposes of these Rules and, except as provided for in the conditions of sale governing that purchase, shall be of no validity for Prize payment or any other purpose.

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

18.1 A person may participate in an Authorised Lottery via the Web Site if the player's registration with tatts.com is current.

18.2 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.

18.3 A player may deposit funds into the account established with tatts.com 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.

18.4 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.



- 18.5 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.
- 18.6 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.
- 18.7 Players shall confirm their offer to purchase an Entry in the manner explained on the Web Site.
- 18.8 The offer to purchase an Entry shall be accepted and confirmed by tatts.com upon allocation by tatts.com of a ticket number which constitutes an acknowledgment of the acceptance of the Entry and the recording of same on Tattersall's 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 Tattersall's, and tatts.com or Tattersall's (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 18, the provisions of Rules 12.1 and 12.3 shall at all times apply.
- 18.9 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:
- (a) the name of the relevant Authorised Lottery or Authorised Lotteries;
  - (b) the selected numbers in each of the relevant Authorised Lotteries and if applicable, the type of Entry(s);
  - (c) the Draw number and the respective Draw date(s), or if a Multi-week Entry, the Draw date ranges and Draw number ranges, to which the Entry relates;
  - (d) the date and time of purchase;
  - (e) the Subscription and Commission paid;
  - (f) the total Entry cost;
  - (g) the Entry number.

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 Tattersall's lottery system.

- 18.10 Each offer to purchase an Entry must be accepted by Tattersall's prior to the Close of Acceptance of Entries.
- 18.11 Upon acceptance of the Entry in accordance with Rule 18.8, the player may only cancel such Entry if the Web Site allows such cancellation and only prior to the Close of Acceptance of Entries.
- 18.12 Tattersall's 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 Tattersall's and any other circumstances beyond their reasonable control.
- 18.13 Prizes won by Entries purchased via the Web Site will only be payable to the player registered with tatts.com by crediting the account held by that player with tatts.com.
- 18.14 A player will not be able to withdraw funds from his or her account held with tatts.com until tatts.com has been provided with proof of identity, age and place of residence, in the form required by tatts.com.
- 18.15 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.
- 18.16 The use of the Internet to enable players to offer to purchase may be terminated at any time without notice to players.
- 18.17 Any reference to Entry Coupons, the marking of Entry Coupons, issuance of Lottery Tickets and Prize payments made under Rules 4, 6, and 12 are not applicable to offer to purchase Entries submitted through the Web Site.
- 18.18 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.
- 18.19 If the Web Site allows for a player to request anonymity and the player does not do so, tatts.com and/or Tattersall's 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 Tattersall's will not publicise any player's name as a Prize winner. Nothing in this Rule shall prevent tatts.com and/or Tattersall's publicising a player's suburb of residence or the amount of the Prize.

## **19 RESELLERS**

- 19.1 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 Tattersall's; and
  - (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.



19.2 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.

19.3 Any Prize emanating from an entry purchased by a Reseller shall be payable by Tattersall's only to the Reseller as the player and holder of that Prize winning Entry. Payment of such Prizes by Tattersall's to the Reseller acts as a release and discharge in favour of Tattersall's 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 Tattersall's in respect of such winning entries and the Prizes emanating there from.

## **20 PUBLICATION OF RESULTS**

20.1 Tattersall's will publicise the results of each Draw as soon as practicable after each Draw. Any failure on the part of Tattersall's to publicise as aforesaid shall not give rise to any claim for compensation on the part of a player or Syndicate player.

20.2 Tattersall's shall not be bound by:

- (a) any error contained in a publication, whether typographical, printing or otherwise, on which a player or Syndicate player evaluates a Lottery Ticket or Syndicate Share 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 20.2(a) or (b) shall not give rise to a claim for compensation on the part of a player or Syndicate 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 Lotto Bloc known as the "Australian Lotto Bloc".
- 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 11.3, 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 PRIZE POOLS AND 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>    | 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 11.7, the Prize division allocations in each Draw of TattsLotto is as follows:
- |                        |                         |
|------------------------|-------------------------|
| <b>Division One:</b>   | 28.0% of the Prize Fund |
| <b>Division Two:</b>   | 3.8% of the Prize Fund  |
| <b>Division Three:</b> | 8.2% of the Prize Fund  |
| <b>Division Four:</b>  | 12.4% of the Prize Fund |
| <b>Division Five:</b>  | 20.8% of the Prize Fund |
| <b>Division Six:</b>   | 26.8% 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 Lotto Bloc known as the "Australian Lotto Bloc".
- 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 11.2, 11.3, 11.4, 11.5, 11.6, 11.7, 11.8, 11.10, 11.12 and 11.16 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 PRIZE POOLS AND 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 or Syndicate 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-four (24) 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 or Syndicate 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 or Syndicate 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 Lotto Bloc known as the "National Lotto Bloc".
- 1.2 For Oz Lotto:
- (a) **Game Panel** contains number between 1 and 45 (inclusive);
  - (b) **Pick Entry** requires the selection of 5 or 6 numbers in a Game Panel; Example:- a Pick 6 Entry will produce thirty nine (39), 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 8th and 9th 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 11.3, 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 45 inclusive in any one Standard Entry.

### 3 DRAWING OF OZ LOTTO

- 3.1 In each Draw, 9 balls will be drawn from a Drawing Device containing 45 balls numbered from 1 to 45 inclusive.
- 3.2 The first 7 drawn balls drawn from the Drawing Device show the Winning Numbers and the 8th and 9th 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 9 numbered balls (and not fewer or more than nine) are drawn from the Drawing Device in accordance with the Rules.

### 4 PRIZE POOLS AND 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 either 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 either or both 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 either or both of the Supplementary Numbers in any one Standard Entry

- 4.2 Subject to Rule 11.7, the Prize division allocations in each Draw is as follows:

Division One:	40.0% of the Prize Fund
Division Two:	1.7% of the Prize Fund
Division Three:	3.5% of the Prize Fund
Division Four:	1.8% of the Prize Fund
Division Five:	2.1% of the Prize Fund
Division Six:	24.0% of the Prize Fund
Division Seven:	26.9% 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 Lotto Bloc known as the "Monday & Wednesday Lotto Bloc".
- 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 in each Draw conducted:
    - (i) up to and including **22 February 2012**, an amount of not less than 55% of all Subscriptions received;
    - (ii) on and after **27 February 2012**, 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) In each Draw conducted up to and including **22 February 2012**, for the purposes of Rule 11.3, the number of consecutive Draws specified is infinite so that the amount allocated to Division One from the Prize Fund for a Draw as contemplated by Rule 11.2 will continue until there is a valid winning Entry in Division One;
  - (j) Rules 11.2, 11.3, 11.4, 11.5, 11.6, 11.7, 11.8, 11.10, 11.12 and 11.16 do not apply for Draws conducted on and after **27 February 2012**.

### 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 PRIZE POOLS AND DIVISION OF PRIZES

- 4.1 In each Draw conducted:
- (a) up to and including **22 February 2012**, there shall be five (5) Prize divisions as follows:
    - Division One:** 6 Winning Numbers in any one Standard Entry
    - Division Two:** 5 of the 6 Winning Numbers plus either of the Supplementary Numbers in any one Standard Entry
    - Division Three:** 5 of the 6 Winning Numbers in any one Standard Entry
    - Division Four:** 4 of the 6 Winning Numbers in any one Standard Entry
    - Division Five:** 3 of the 6 Winning Numbers plus either or both of the Supplementary Numbers in any one Standard Entry
  - (b) on and after **27 February 2012**, there shall be six (6) Prize divisions as follows:
    - Division One:** 6 Winning Numbers in any one Standard Entry
    - Division Two:** 5 of the 6 Winning Numbers plus either of the Supplementary Numbers in any one Standard Entry

- Division Three:** 5 of the 6 Winning Numbers in any one Standard Entry
- Division Four:** 4 of the 6 Winning Numbers in any one Standard Entry
- Division Five:** 3 of the 6 Winning Numbers plus either or both of the Supplementary Numbers in any one Standard Entry
- Division Six:** 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 4.4(d) of this Schedule, the Prize division allocations in each Draw conducted:

(a) up to and including **22 February 2012** is as follows:

Division One: 54.40% of the Prize Fund

Division Two: 3.00% of the Prize Fund

Division Three: 5.50% of the Prize Fund

Division Four: 15.60% of the Prize Fund

Division Five: 21.50% of the Prize Fund

(b) on and after **27 February 2012**, is as follows:

Division One: 00.00% of the Prize Fund

Division Two: 4.50% of the Prize Fund

Division Three: 7.00% of the Prize Fund

Division Four: 19.50% of the Prize Fund

Division Five: 27.00% of the Prize Fund

Division Six: 42.00% of the Prize Fund

4.3 If in the Draw conducted on **22 February 2012** there is no valid winning Entry or Syndicate Entry in Division One, then the amount allocated to Division One from the Prize Fund for that Draw shall add to and form part of the Prize Reserve Fund for application in Draws conducted on and after **27 February 2012**.

4.4 For Draws conducted on and after **27 February 2012**:

(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 two (2) 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 two (2) Division One winning Standard Entries in a Draw, apportionment of a Division One Prize in the sum of \$2,000,000.00 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 4.4(f) of this Schedule, for such other purpose as agreed by the Members 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 or Syndicate 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 Division

in 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 4.4(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 Members 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 4.4(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(b) 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(b) of this Schedule; and

(f) any distribution of a Prize Reserve Fund contemplated under Rule 4.4(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 Lotto Bloc known as the "Powerball Lotto Bloc".
- 1.2 For Powerball:
- (a) There are two (2) Drawing Devices - Drawing Device A and Drawing Device B;
  - (b) **Game Panel** comprises:
    - (i) 45 '**boxes**' numbered 1 to 45 inclusive for number selections corresponding to the numbers to be drawn from Drawing Device A;
    - (ii) 45 '**circles**' numbered 1 to 45 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 3 or 4 numbers from the numbered '**boxes**' in a Game Panel; and
    - (ii) 1 number from the numbered '**circles**' in the same Game Paneland upon submission Tattersall's 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 4 Entry will produce forty one (41), five (5) 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) 5 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 markedand upon submission, Tattersall's lottery system will match the selected numbers from the numbered '**boxes**' with each of the 45 numbers from the numbered '**circles**' which will then constitute that number of Standard Entries;
  - (f) **Prize Fund** is an amount of not less than **55%** of all Subscriptions received;
  - (g) **Standard Entry** means an Entry or Syndicate Entry arising from the selection of:
    - (i) 5 numbers from the numbered '**boxes**' in a Game Panel; and
    - (ii) 1 number only from the numbered '**circles**' in the same Game Panel;
  - (h) **Supplementary Numbers** – Nil/ Not Applicable;
  - (i) **System Entry** requires
    - (i) the selection of 6 to 20 numbers from the numbered '**boxes**' in a Game Panel; and
    - (ii) 1 number from the numbered '**circles**' in the same Game Paneland upon submission, Tattersall's lottery system will calculate all possible five number combinations from the numbers selected from the numbered '**boxes**' which will then constitute that number of Standard Entries; Example: - a System 8 Entry will produce fifty six (56), five (5) number combinations which will then constitute that number of Standard Entries for that System Entry;
  - (j) **Winning Numbers** are the first five (5) numbers drawn from Drawing Device A;
  - (k) The minimum number of Standard Entries that can be purchased shall not exceed four (4);
  - (l) For the purposes of Rule 11.3, the number of consecutive Draws specified is 25.

### 2 OBJECTIVE

- 2.1 The objective is to correctly select the Winning Numbers from the numbers 1 to 45 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, five balls will be drawn from a Drawing Device containing forty-five balls numbered from 1 to 45 inclusive and one ball will be drawn from a separate Drawing Device containing forty-five balls numbered 1 to 45 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 five numbered balls (and not fewer or more than five) 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 PRIZE POOLS AND DIVISION OF PRIZES

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

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

4.2 Subject to Rule 11.7, the Prize division allocations in each Draw is as follows:

- Division One:** 37.50% of the Prize Fund
- Division Two:** 14.00% of the Prize Fund
- Division Three:** 6.40% of the Prize Fund
- Division Four:** 5.00% of the Prize Fund
- Division Five:** 2.80% of the Prize Fund
- Division Six:** 12.50% of the Prize Fund
- Division Seven:** 21.80% of the Prize Fund





## SCHEDULE F – THE POOLS

### 1 INTRODUCTION

1.1 The following Rules are specific to the Authorised Lottery named and known as “**The Pools**” and being the soccer football pool public lottery in which prizes are distributed on the basis of results of soccer football matches played in Australia or elsewhere in accordance with a system where results are selected and given an order of rank and is conducted by Tattersall’s as part of the Lotto Bloc known as the “Australian Soccer Pools Bloc”.

1.2 For The Pools:

- (a) **Australian Season Pool** means The Pools conducted by the Australian Soccer Pools Bloc based on the match list supplied to it by the peak organising body for soccer leagues in Australia currently known as ‘Football Federation Australia’;
- (b) **Away Win** means the result for a match in which the team whose name is printed in the right hand column on the match list scores, or is taken to score, more goals than the team whose name is printed opposite in the left hand column;
- (c) **Corresponding League Pool** means The Pools conducted by the Australian Soccer Pools Bloc based on Matches conducted elsewhere other than in Australia, being Matches for which the participating soccer leagues are affiliated associations of the international organising body for soccer, currently known as the ‘Federation Internale de Football Association’ or ‘FIFA’;
- (d) **Draw** means a weekly round of Matches from which the Winning Numbers and Supplementary Number are determined;
- (e) **Game Panel** contains number between 1 and 38 (inclusive);
- (f) **Home Win** means the result for a match in which the team whose name is printed in the left hand column on the match list scores, or is taken to score, more goals than the team whose name is printed opposite in the right hand column;
- (g) **List of Matches** means the list of 38 Matches (and reserve Matches numbered 39 and upwards,) published from time to time by the Australian Soccer Pools Bloc in respect of either:
  - (i) an Australian Season Pool; or
  - (ii) a Corresponding League Pool;
- (h) **Match** means a game of soccer contained in the List of Matches;
- (i) **Nil Score Draw** means a score draw in which no goals are scored;
- (j) **Pick Entry** requires the selection of 4 or 5 numbers in a Game Panel; Example:- a Pick 5 Entry will produce thirty three (33), six (6) number combinations which will then constitute that number of Standard Entries for that Pick Entry;
- (k) **Prize Fund** is an amount of not less than **45%** of all Subscriptions received in respect of a particular Draw;
- (l) **Reserve Draw** means the drawing conducted in the manner described in Rule 3.5 of this Schedule in such circumstances as described in that Rule, by which winning and/or supplementary numbers are determined;
- (m) **Score Draw** means the result for a match in which the teams score, or are taken to score, the same number of goals;
- (n) **Standard Entry** is constituted by a selection of 6 numbers only in a Game Panel;
- (o) **Supplementary Number** is the seventh highest ranked numbered Match in a Draw as explained in Rule 3.1 of this Schedule;
- (p) **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;
- (q) **Void Match** means a Match so determined by the Australian Soccer Pools Bloc in an Australian Season Pool or Corresponding League Pool resulting from circumstances:
  - (i) which prevents the determination of results in the manner envisaged by Rule 3.1; or
  - (ii) which enables a Player to determine the result of a Match prior to entry in the Draw being effected; or
  - (iii) where a Match is played and completed but a result is not officially declared by the relevant league by or before 10:00am Australian Central Standard Time on Monday following the conclusion of the Draw (or such later time as is reasonably agreed by the Australian Soccer Pools Bloc so as to allow the final result of the completed Match to be officially declared),

and which may include but is not limited to the cancellation, rescheduling or non-completion of a Match or where a Match is played prior to the Saturday in the week in which the Draw is commenced;

- (r) **Winning Numbers** are the six highest ranked numbered Matches in a Draw as explained in Rule 3.1 of

this Schedule;

- (s) The minimum number of Standard Entries shall not exceed four (4);
- (t) For the purposes of Rule 11.3, the number of consecutive Draws specified is infinite so that the amount allocated to Division One from the Prize Fund for a Draw as contemplated by Rule 11.2 will continue until there is a valid winning entry in Division One.

## **2 OBJECTIVE**

- 2.1 The objective of the player participating in The Pools is to correctly select the Winning Numbers from the numbers 1 to 38 inclusive in any one Standard Entry.

## **3 DETERMINATION OF RESULTS**

- 3.1 Subject to Rule 3.3 of this Schedule, the Matches (represented by the numbers in a Game Panel) shall be deemed to have an order of rank depending on the results of those Matches in accordance with this Rule and for the purposes of Rule 4 of this Schedule, the six highest ranked numbered Matches shall be the Winning Numbers and the seventh highest ranked numbered Match will be the Supplementary Number: -

- (a) Score Draw - All Score Draws will be ranked higher than any other result and a Score Draw where more goals are scored will be ranked higher than a Score Draw where fewer goals are scored.
- (b) Nil Score Draw (scoreless) - All Nil Score Draws will be ranked equally and will be ranked higher than an Away Win or a Home Win.
- (c) Win for Away Team - All Wins for Away Teams shall be ranked higher than Home Wins. Away Wins with a smaller goal difference shall be ranked higher than Away Wins with greater goal difference and where two or more Away Wins have the same goal difference Away Wins where more goals are scored shall be ranked higher than Away Wins where fewer goals are scored.
- (d) Win for Home Team - Home Wins with a smaller goal difference shall be ranked higher than Home Wins with greater goal difference and where two or more Home Wins have the same goal difference Home Wins where more goals are scored shall be ranked higher than Home Wins where fewer goals are scored.
- (e) In the event that two or more numbered Matches in a Game Panel are of equal rank in accordance with Rules 3.1(a) through 3.1(d) inclusive of this Schedule, then any such Match printed with a greater number (in magnitude) in a game panel shall be ranked higher than any other such Match printed with a lesser number (in magnitude).
- (f) If there are insufficient results in accordance with Rule 3.1(a) of this Schedule to determine the Winning Numbers and the Supplementary Number, then the results in accordance with Rule 3.1(b) of this Schedule shall be taken into account and if still insufficient then the results in accordance with Rule 3.1(c) of this Schedule shall be taken into account and if still insufficient then the results in accordance with Rule 3.1(d) of this Schedule shall be taken into account.

- 3.2 References in Rules 3.1(c) and 3.1(d) of this Schedule to "more goals" or "fewer goals" refers to the total number of goals scored by both teams in a Match result.

- 3.3 In the event that any numbered Match in a Game Panel is a Void Match, the result of such Void Match will be deemed to be the result of the first non-void numbered Match on the List of Matches from number 39 onwards. A second such Void Match will be the result of the second non-void numbered Match on the List of Matches from number 39 onwards and so on in ascending numerical sequence for each such Void Match. The ranking of any such reserve Match will be determined in accordance with Rule 3.1.

- 3.4 If in any Draw less than 38 Matches remain scheduled to be played immediately prior to the Close of Acceptance of Entries, all entries received in accordance with these Rules in respect of that Draw shall be cancelled and automatically resubmitted as entries in the next occurring Draw.

- 3.5 In the event that there are insufficient Match results (including those in respect of reserve Matches substituted for Voided Matches) to determine the six winning numbers and the supplementary number, a Reserve Draw will be conducted on the Monday following the conclusion of the relevant Draw whereby:

- (a) the balls to be used initially will be numbered from 1 to 38; and
- (b) the numbered balls corresponding to the winning numbers already determined in accordance with Rule 3.1 of this Schedule will be removed and the Reserve Draw will be conducted with only those remaining numbered balls; and
- (c) the number of balls required to be drawn to constitute the full complement of six winning numbers and one supplementary number will be drawn.

- 3.6 Any such Reserve Draw shall be conducted under the supervision of a nominated or approved representative of the Victorian Government and shall be conducted in accordance with the requirements of the relevant regulatory body for the jurisdiction in which the Draw is conducted. The representative of the Victorian Government will record the numbers drawn in drawn order, and the numbers so drawn shall be added to the numbers already determined in accordance with Rule 3.1 of this Schedule, in drawn order sequence, until six winning Match numbers and a supplementary Match number are determined.

- 3.7 In the event of a Malfunction in the conduct of a Reserve Draw, Rules 10.2, 10.3 and 10.4 will apply.



- 3.8 If a Draw is cancelled for any other reason the Australian Soccer Pools Bloc considers appropriate, all Entries received in accordance with these Rules in respect of that Draw shall be deemed to be entries in the next occurring Draw.
- 3.9 The results of Matches printed on the List of Matches shall, subject to Rule 3.3 of this Schedule, be the official results published by or on behalf of the relevant league for the purposes of that league's competition.

#### **4 DIVISION OF PRIZES**

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

- Division One:** Six Winning Numbers in any one Standard Entry;
- Division Two:** Five of the six Winning Numbers plus the Supplementary Number in any one Standard Entry;
- Division Three:** Five of the six Winning Numbers in any one Standard Entry;
- Division Four:** Four of the six Winning Numbers in any one Standard Entry;
- Division Five:** Three of the six Winning Numbers, plus the Supplementary Number, in any one Standard Entry.

- 4.2 If in a particular Draw the prize payable for a single winning Standard Entry in:
- (a) Divisions Two, Three or Four is less than the prize payable to a winning Entry in any lower Division, the amounts allocated to that Division and all lower Divisions will be aggregated and divided equally between all the winning entry Games in all the Divisions whose allocated prize pools were aggregated;
- (b) any Division is less than \$1.00, that prize shall be increased so that the amount payable is \$1.00.

- 4.3 Subject to Rules 11.2 and 11.6 and Rule 4.2 of this Schedule, the Prize Fund shall be distributed as follows: -

- Division One:** 65% of the Prize Fund
- Division Two:** 2% of the Prize Fund
- Division Three:** 6% of the Prize Fund
- Division Four:** 15% of the Prize Fund
- Division Five:** 12% of the Prize Fund

