



GAME RULES

IMPORTANT

These rules must be displayed for public scrutiny



NSW Lotteries



**Version 4.0
2 April 2010**

PUBLIC LOTTERIES ACT 1996

POWERBALL RULES

It is hereby notified that the Minister administering the Public Lotteries Act 1996 has approved of the following Rules for the Conduct of the Game of Powerball and Promotional Powerball. In accordance with Section 23(3)(b) of the Act, these Rules take effect on and from 2 April 2010. These Rules supersede the Rules notified previously in the Government Gazette.

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
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RULE 1 DEFINITIONS

- (a) In these Rules unless inconsistent with the context:
- (i) "Act" means the Public Lotteries Act 1996, any amendment, modification, variation, or abrogation thereof for the time being in force;
 - (ii) "Agency" means a place at which an Agent is permitted to accept completed Entries into Games of Powerball and entries into Games of Promotional Powerball;
 - (iii) "Agent" means a person appointed by the Licensee for purposes associated with Games of Powerball and Games of Promotional Powerball Conducted by the Licensee and includes a Direct Mail Agent;
 - (iv) "Agreement" means any agreement for the time being made between the Licensee and interstate and/or Overseas Authorities in Participating Areas for the Conduct by them of Games of Powerball;
 - (v) "Ancillary Fee" means a fee which the Chief Executive Officer may from time to time authorise a Direct Mail Agent to charge a Player or Syndicate Player from whom a Direct Mail Agent accepts a Subscription;
 - (vi) "Approved" means approved in writing by the Minister;
 - (vii) "Automatic Entry" means an Entry or Syndicate Entry in respect of a Game of Powerball made pursuant to verbal instruction or electronic instruction (not requiring completion of an Entry Form) wherein:
 - (1) The selection of Numbers is made by way of a Computer Linked Terminal or the central processing computer equipment of the Licensee; or
 - (2) The Numbers are the Numbers previously selected by a Player and stored in the central processing computer equipment of the Licensee;
 - (viii) "Bounded Area" means the area indicated as such by the symbols "◇" or "□" on the relevant Entry Form containing Numbers;
 - (ix) "Chief Executive Officer" means the Chief Executive Officer of the Licensee or such delegate appointed by the Chief Executive Officer pursuant to Rule 3(f);

- (x) "Commission" means an amount:
- (1) paid to, deducted by or retained by an Agent in connection with a Subscription (whether or not in the person's capacity as an Agent); and
 - (2) determined by or in accordance with, and identified as Commission in, the conditions of the Product Licence or these Rules;
- (xi) "Computer Linked Terminal" means computer equipment located in branches of the Licensee or places of business of Agents, or otherwise which is linked to the central processing computer equipment of the Licensee for purposes associated with Games of Powerball or Games of Promotional Powerball;
- (xii) "Computer Records" means the sum of information which is provided to the Licensee by way of the Licensee's central processing computer equipment in respect of a Player or Syndicate Player and in respect of details of:
- (1) a Player's Entry in a Game of Powerball;
 - (2) a Syndicate Entry in a Game of Powerball;
 - (3) a Syndicate Player's Syndicate Entry Share in a Game of Powerball; and
 - (4) where appropriate a Player's entry in a Game of Promotional Powerball
- and which is retained or recorded on magnetic tape or otherwise stored;
- (xiii) "Conduct" in relation to a Game of Powerball and a Game of Promotional Powerball has the same meaning as assigned to it by Section 4(1) of the Act;
- (xiv) "Direct Mail Agent" means an Agent, Approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of a Game of Powerball and instructions with respect to a Game of Promotional Powerball from a Player. Such Direct Mail Agent may receive instructions by post, telephone, facsimile or modem (internet) and such Direct Mail Agent may receive Prizes for and on behalf of a Player;
- (xv) "Director" means a Director of the Board of Directors of the Licensee;
- (xvi) "Division 1 Prize Guarantee" means the Division 1 Prize amounts for a Drawing of a Game of Powerball, determined by the Licensee from time to time;

- (xvii) "Drawing" means:
- (1) in relation to a Game of Powerball (but not including a Second Drawing) the selection of the Winning Numbers by lot using Drawing Devices;
 - (2) in relation to a Second Drawing the selection by lot of the Winning Numbers using Drawing Devices;
- (xviii) "Drawing Date" in relation to a Game of Powerball means the date on which the Winning Numbers are selected in respect of that Game of Powerball and, provided there is no inconsistency and where the context admits, includes the date on which the Winning Numbers are selected in respect of a Second Drawing of a Game of Powerball;
- (xix) "Drawing Devices" means equipment as Approved by the Minister from time to time used to conduct a Drawing;
- (xx) "Employee" means an employee of the Licensee. In other contexts where appropriate "Employee" includes an employee of an Agent;
- (xxi) "Entry" means the Numbers in a Game of Powerball which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Form or Automatic Entry, which (subject to Rule 6(e)) have been Imprinted on the same numbered line on a Ticket and in respect of which the correct Subscription or correct Syndicate Share Fee, as the case may be, has been paid;
- (xxii) "Entry Form" means the Approved form to be completed by a Player wishing to use this form of entry to enter a Game of Powerball and/or a Game of Promotional Powerball;
- (xxiii) "Exchange Multi-Draw Ticket" means a Ticket issued to a Player:
- (1) who surrenders a Multi-Draw Ticket to collect or to claim a Prize won in respect of that Multi-Draw Ticket;
 - (2) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multi-Draw Ticket;
 - (3) where the Exchange Multi-Draw Ticket shall be Imprinted with the same Numbers as the Multi-Draw Ticket surrendered; and
 - (4) where the Exchange Multi-Draw Ticket shall be considered the Multi-Draw Ticket in respect of the remaining Drawings.
- (xxiv) "Fee" means the sum of the Commission and Subscription;
- (xxv) "Game of Powerball" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include Games of Promotional Powerball;

- (xxvi) "Game of Promotional Powerball" means a public lottery Conducted for the purpose of promoting a Game of Powerball, and in respect of which:
- (1) eligibility to enter is confined to Players and Syndicate Players in a Game of Powerball; and
 - (2) no further Subscription, Commission or Syndicate Share Fee is charged;
- (xxvii) "Game Panel" in relation to a Game of Powerball consists of two Panels, an upper Panel and a lower Panel.
- (xxviii) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxix) "Jackpot Drawing" means the next Drawing of a Game of Powerball (other than a Second Drawing), as approved by the Licensee following the Drawing of a Game of Powerball (other than a Second Drawing) where there is no winner in accordance with Rule 12(h) Division 1(i);
- (xxx) "Licensee" means New South Wales Lotteries Corporation Pty Ltd;
- (xxxi) "Malfunction" means a failure of any of the following:
- (1) the Drawing Device;
 - (2) the Computer Linked Terminal;
 - (3) the central processing computer equipment;
- to operate in the manner in which it is designed to operate;
- (xxxii) "Mark" means the drawing of a vertical line "I" within a Bounded Area  or a cross "X" within a Bounded Area  in blue or black ink on an Entry Form. "Marked" or "Marking" shall have corresponding meanings;
- (xxxiii) "Minister" means the Minister for the time being administering the Act;
- (xxxiv) "Multi-Draw Entry" means an Entry where the same Numbers are valid for more than one Drawing;
- (xxxv) "Multi-Draw Ticket" means a Ticket issued in respect of more than one Drawing;
- (xxxvi) "Multi-Week Entry " means an Entry referred to in Rule 10;
- (xxxvii) "Numbers" has the same meaning as Section 5 of the Act;
- (xxxviii) "Operator Licence" means the operator licence granted to the Licensee, pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;

- (xxxix) "Overseas Authority" means a person who is authorised to Conduct Games of Powerball and Games of Promotional Powerball in Participating Areas overseas;
- (xl) "Panel" means a separate matrix in relation to an Entry containing the Numbers from 1 to 45 in arithmetical sequence;
- (xli) "Participating Area" means a State, Territory or Country in which a person is authorised to Conduct Games of Powerball under a corresponding law;
- (xlii) "Player" means a person who:
- (1) has paid the correct Subscription and Commission for a valid Entry; and
 - (2) holds, bears and submits a valid Ticket to the Licensee, an Agent for the purposes of receiving a Prize; and
- includes where relevant a person who has validly entered a Game of Promotional Powerball and who holds, bears and submits a ticket in the Game of Promotional Powerball to the Licensee, an Agent for the purposes of receiving a Prize;
- (xliii) "Powerball Number" in relation to a Game of Powerball means the first and only Number drawn from the Powerball barrel;
- (xliv) "Prize" means any Prize determined in accordance with Rule 12;
- (xlv) "Prize Allocation" means that proportion of Subscriptions paid into the Prize Fund for a particular Game of Powerball as specified in Rule 12(a);
- (xlvi) "Prize Fund" means an account established under Section 27 of the Act and known as the Powerball Prize Fund Account;
- (xlvii) "Prize Pool" has the meaning in Rule 12(b);
- (xlviii) "Prize Reserve Fund" means the fund located in the Prize Fund under Section 27 of the Act containing:
- (1) the amounts specified in Rule 12(c); and
 - (2) an amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act;
- (xlix) "Product Licence" means the product licence granted to the Licensee to Conduct Games of Powerball and Games of Promotional Powerball pursuant to Section 12 of the Act;
- (l) "Provisional Period" means the period of consecutive calendar days approved from time to time by the Licensee which starts on the day immediately following the Drawing Date, and which shall be no longer than twenty one (21) consecutive calendar days;

- (li) "Provisional Prize" is a Prize in Division 1 and/or a Prize (or additional Prize in the case of a Second Drawing) that exceeds \$1,000.00 as shown on a Computer Linked Terminal;
- (lii) "Provisional Prize Winner" means a Player who holds a Ticket which is eligible for a Provisional Prize;
- (liii) "Registered Player" means a Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Player;
- (liv) "Registered Syndicate Player" means a Syndicate Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Syndicate Player;
- (lv) "Regulation" means a regulation made under the Act;
- (lvi) "Rules" means these Rules made under the Act any amendment, modification, variation, or abrogation thereof for the time being in force;
- (lvii) "Second Drawing" means an additional Drawing Conducted as part of a Game of Powerball in accordance with the Rules;
- (lviii) "Standard Entry" means the Entry referred to in Rule 8;
- (lix) "Subscription" means the amounts paid for Entries but does not include the following:
 - (1) Ancillary Fees; or
 - (2) Commission, unless the Act expressly provides otherwise;
- (lx) "Syndicate Entry" has the meaning in Rule 19(a);
- (lxi) "Syndicate Entry Share" means a share of a Syndicate Entry which is prescribed in:
 - (1) column 4 of Schedule 3;
 - (2) column 4 of Schedule 4.
- (lxii) "Syndicate Player" means a person who:
 - (1) has paid the correct Syndicate Share Fee for a valid Syndicate Entry Share; and
 - (2) holds, bears and submits a valid Ticket to the Licensee or an Agent for the purposes of receiving a Prize; and

includes a person who has validly entered a Game of Promotional Powerball and who holds, bears and submits a ticket in the Game of

Promotional Powerball to the Licensee, an Agent for the purposes of receiving a Prize;

- (lxiii) "Syndicate Share Fee" means the amount specified in:
 - (1) column 5 of Schedule 3;
 - (2) column 5 of Schedule 4.
 - (lxiv) "Systems Entry" means an Entry referred to in Rule 9;
 - (lxv) "Ticket" means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the correct Subscription for a valid Entry in a Game of Powerball or that a Syndicate Player has paid the correct Syndicate Share Fee for a valid Syndicate Entry Share in a Game of Powerball, and which:
 - (1) contains Entry or Syndicate Entry Share details; and
 - (2) may include a Ticket Serial Number and other such tests to determine the identity, validity and status of the Ticket and whether it has won a Prize; and
 - (3) may include other particulars as determined by the Licensee;
 - (lxvi) "Ticket Serial Number" means the numbers and/or letters Imprinted on a Ticket which constitute official verification of the valid issue of a Ticket;
 - (lxvii) "Winning Numbers" in relation to a Game of Powerball (including a Second Drawing) means the five numbers drawn from the first barrel plus the Powerball Number;
- (b) In these Rules unless inconsistent with the context:
- (i) a reference to the singular shall include the plural, and vice versa;
 - (ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

RULE 2 CONDUCT AND DRAWING OF GAMES OF POWERBALL AND GAMES OF PROMOTIONAL POWERBALL

- (a) These Rules are to be read subject to the Act, its Regulations the Operator Licence and the Product Licence and shall apply to every Game of Powerball and Game of Promotional Powerball.
- (b) All decisions made by the Chief Executive Officer concerning the Prize Fund and the declaration and payment of Prizes shall be final and binding on all Players and Syndicate Players.
- (c) A Drawing in relation to a Game of Powerball shall take place after the acceptance of Entries and Syndicate Entry Shares has closed for that Game of Powerball.
- (d) Games of Powerball will be drawn on Thursday of each week unless the Chief Executive Officer determines otherwise.
- (e) Drawings undertaken in the State of New South Wales shall be conducted in such manner as approved by the Licensee and supervised by a person or persons nominated by the Minister in accordance with drawing procedures agreed between the Licensee and the Minister's nominee(s).

Certification of the validity of a Drawing by the Minister's nominee(s) shall be final and binding on all Players and Syndicate Players.

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

- (i) A Game of Promotional Powerball shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (j) The Prize structure for a Game of Promotional Powerball shall comprise the number, nature and value of Prizes to be offered by the Licensee to Players and Syndicate Players during the period of each Game of Promotional Powerball.
- (k) During the period in which the Licensee accepts entries in a Game of Promotional Powerball some of the Prizes in the approved Prize structure may already have been won when a Player or Syndicate Player enters the Game of Promotional Powerball leaving the balance of Prizes still available to be won by Players and Syndicate Players at the time of their respective entries.
- (l) There shall be no obligation or liability imposed upon the Licensee whatsoever to advise or otherwise inform prospective Players and Syndicate Players in a Game of Promotional Powerball of the number, nature or value of Prizes still available to be won by them at the time of their proposed entry into a Game of Promotional Powerball.
- (m) A ticket in a Game of Promotional Powerball may include one or more Prizes to be won on the same ticket.
- (n) A Game of Promotional Powerball may require the Player or Syndicate Player to have a winning Number on more than one ticket in order to win a Prize.

RULE 3 APPLICATION OF RULES

- (a) All instructions and conditions printed on the Entry Form and Ticket and these Rules shall apply to each Game of Powerball and shall be binding on all Players and Syndicate Players.
- (b) In the event of any inconsistency between these Rules and the instructions and conditions printed on Entry Forms and Tickets these Rules shall prevail.
- (c) These Rules shall apply to each Game of Promotional Powerball and shall be binding on all Players and Syndicate Players.
- (d) By entering a Game of Powerball or a Game of Promotional Powerball Players and Syndicate Players agree to be bound by these Rules and to accept as final and binding on them all decisions made by the Chief Executive Officer.
- (e) An Agent has no authority to bind the Licensee in contract or otherwise.
- (f) The Chief Executive Officer may appoint a delegate to perform a function under these Rules which function would otherwise be required to be performed by the Chief Executive Officer. Such appointment shall be on such terms and conditions as the Chief Executive Officer may determine.
- (g) Any reference to the Chief Executive Officer in these Rules shall include a reference to a duly authorised delegate of the Chief Executive Officer under Rule 3(f).
- (h) These Rules will be displayed and made available for inspection at each Agency.

RULE 4 OBJECT

The object of the Game of Powerball is to select five (5) Numbers in the upper Panel, and one (1) Number in the lower Panel in a Game Panel, which Numbers are the same as the Winning Numbers.

RULE 5 ELIGIBILITY FOR INCLUSION IN A GAME OF POWERBALL

- (a) In order for an Entry or Syndicate Entry Share to be eligible for inclusion in a Game of Powerball, before the close of acceptance of Entries into that Game of Powerball;
 - (i) the Entry or Syndicate Entry Share must have been recorded by the central processing computer equipment of the Licensee;
 - (ii) a valid Ticket must have been issued by the Computer Linked Terminal;
 - (iii) the Entry or Syndicate Entry Share details recorded on such Ticket issued under Rule 5(a)(ii) must match the details held by the Licensee by way of Computer Records; and
 - (iv) the Player or Syndicate Player must have paid the correct Subscription or Syndicate Share fee as the case may be in relation to such Entry or Syndicate Entry Share.

- (b) Any Ticket issued shall be subject to Rule 6 hereof.

RULE 6 RULES APPLYING TO ENTRIES AND TICKETS

- (a) An Entry Form shall consist of Game Panels, each comprising an upper and lower Panel, which must be completed in the numerical order shown on the Entry Form, commencing with Game Panel 1. A Player shall not Mark an Entry Form other than by hand unless the prior approval of the Licensee has been obtained. Without this approval such Entry Form will not be considered to be properly completed and a Player claiming a resultant Prize may not be entitled to payment of the Prize.
- (b) Where an Entry Form is used to effect an Entry, each Number selected must be Marked.
- (c) A completed Entry Form or any other approved Entry or Syndicate Entry Share completed or made in accordance with these Rules shall be accepted by an Agent and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player or Syndicate Player on the payment of the Subscription or Syndicate Share Fee.
- (d) Subject to Rule 6(f) acceptance of a Ticket by a Player or Syndicate Player shall constitute the Player's or Syndicate Player's acknowledgment of the correctness of the details (including Entry or Syndicate Entry Share details) thereon. The Ticket issued to a Player or Syndicate Player shall be the only form issued by the Licensee or its Agent to the Player or Syndicate Player evidencing the Player's Entry or Syndicate Player's Syndicate Entry Share, as the case may be. It is the responsibility of the Player or Syndicate Player to check the accuracy of all details on the Ticket at the time it is received by a Player or Syndicate Player from the Agent. No Entry Form shall have any validity or be of evidence for any purpose after the Ticket has been issued to the Player or Syndicate Player from the Agent.
- (e) In the event that the details recorded on the Player's or Syndicate Player's Ticket are not consistent with the details held by the Licensee by way of Computer Records then the latter shall apply to the exclusion of the former and shall determine what Prize, if any, the Player or Syndicate Player shall be entitled to and the Player or Syndicate Player shall be bound by any such determination.
- (f) Where Rule 19(m) applies, a Player or Syndicate Player may return a Ticket and request that the Ticket and the Entry or Syndicate Entry Share to which it relates be cancelled by an Agent. The Agent shall cancel the Ticket and the Entry or Syndicate Entry Share to which it relates on that day provided it is returned on the day of purchase, to the place of purchase and prior to the close of acceptance of Entries into a Game of Powerball as determined by the Licensee.
- (g) Where Rule 19(m) applies, an Agent who has sold an Entry or a Syndicate Entry Share may cancel the Entry or the Syndicate Entry Share or the Ticket to which it relates, with the approval of the Licensee, on the day of the purchase of the Entry or Syndicate Entry Share, prior to the close of acceptance of Entries into a Game of Powerball. As determined by the Licensee when an Entry or a Syndicate Entry Share and the Ticket to which it relates have been cancelled by an agent, the Player or Syndicate Player shall be refunded the Subscription and any Commission paid in respect of such Entry, or in the case of a Syndicate Entry Share shall be refunded the Syndicate Share Fee, as the case may be.

A cancelled Entry or a Syndicate Entry Share and a cancelled Ticket relating to the cancelled Entry or a Syndicate Entry Share shall be void and no prize shall be payable by the Licensee in respect of the cancelled Entry or Syndicate Entry Share or Ticket.

- (h) Without limiting the provisions of Rule 15, the Licensee may, in its absolute discretion and subject to the capability of its central processing computer equipment, at any time prior to the close of acceptance of Entries into a Game of Powerball effect a cancellation of an Entry or a Syndicate Entry Share or the Ticket issued in respect of such Entry or Syndicate Entry Share. When an Entry or Syndicate Entry Share or the Ticket issued in respect of such Entry or Syndicate Entry Share have been cancelled the Player or Syndicate Player shall be refunded the Subscription or Syndicate Share Fee, as the case may be, paid in respect of such Entry or Syndicate Entry Share. A cancelled Entry or Syndicate Entry Share or cancelled Ticket relating to the cancelled Entry or Syndicate Entry Share or Ticket shall be void and no Prize shall be payable by the Licensee in respect of such cancelled Entry or Syndicate Entry Share or Ticket.
- (i) A Ticket which is recorded as void or cancelled in the Licensee's Computer Records shall be void regardless of whether such Ticket was cancelled in error by an Agent or the Licensee or otherwise, and no Prize shall be payable in respect of such Ticket. It is the responsibility of the Player to check the cancellation receipt provided by the Agent or the Licensee to the Player to ensure that the correct Ticket has been cancelled. It is the responsibility of the Player to inform the Agent or the Licensee if there has been an error in relation to cancellation of the Ticket. Neither the Agent nor the Licensee shall be liable to the Player in respect of an error in the cancellation of a Ticket if the Player has failed to inform the Agent or the Licensee, at the time of receiving the cancellation receipt, of the error in the cancellation of a Ticket.
- (j) Where an Entry or Syndicate Entry Share in a Game of Powerball has been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded on the Computer Records but:
 - (i) no Subscription or Syndicate Share Fee has been paid to the Agent in whose place of business the Computer Linked Terminal is located prior to the close of acceptance of Entries in respect of that Game of Powerball; and
 - (ii) the Agent has failed to cancel the Entry or Syndicate Entry Share before the close of acceptance of Entries in respect of that Game of Powerball; then

the Agent shall be liable for and shall meet the cost of the Subscription or Syndicate Share Fee, as the case may be, in respect of the Entry or Syndicate Entry Share and in such case, for the purposes of these Rules, such Agent shall:

- (iii) be considered a Player or Syndicate Player as the case may be; and
- (iv) be the holder of the Entry or Syndicate Entry Share, as the case may be; and
- (v) owe the Licensee the amount of the unpaid Subscription or Syndicate Share Fee as a debt due and owing to the Licensee.

- (k) The Licensee shall not be liable for any errors or omissions in respect of a Player's selections as recorded on the Computer Records. It is the responsibility of the Player to check that the Numbers and other details shown on a Ticket are correct.
- (l) A Direct Mail Agent has no authority to verify the accuracy or completion by a Player or Syndicate Player of any part of an Entry Form or any other approved Entry or Syndicate Entry Share whether by post, telephone, facsimile, modem (internet) or otherwise. Entry into a Game of Powerball by a Player or Syndicate Player with a Direct Mail Agent does not exempt the Player or Syndicate Player from being bound by these Rules and a Player or Syndicate Player utilising a Direct Mail Agent to submit an Entry Form or any other approved Entry or Syndicate Entry Share shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such Entry Form or any other approved Entry or Syndicate Entry Share, the issue of any Ticket and the payment of any Prize.
- (m) Neither the Licensee nor an Agent shall be liable to a Player or Syndicate Player in the event of the destruction, loss, theft or mutilation of a Ticket issued to a Player or Syndicate Player. It shall be the sole responsibility of the Player or Syndicate Player to ensure the safe custody of a Ticket issued to the Player or Syndicate Player.
- (n) A Ticket shall at all times remain the property of the Licensee and a Player or Syndicate Player shall deliver up any Ticket to the Licensee upon demand.

RULE 7 COMMISSION AND ANCILLARY FEE

- (a) The Licensee is Approved to charge a Player Commission in the amounts specified in Schedule 1 and 2 of these Rules. By entering a Game of Powerball the Player accepts liability to pay the Commission to the Licensee. By entering a Game of Powerball a Syndicate Player accepts liability to pay to the Licensee that part of the Commission payable in respect of a Syndicate Entry Share. The Subscriptions quoted in Rules 8, 9 and 10 exclude Commission.

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

RULE 8 STANDARD ENTRY

- (a) A Standard Entry is the selection of five (5) Numbers plus one (1) Powerball Number and may be made by way of an Entry Form or via Automatic Entry;
- (b) Where an Entry Form is used in respect of a Standard Entry, five (5) Numbers shall have been Marked in the upper Panel in a Game Panel;
- (c) Subject to Rule 8(a), in a Standard Entry:
 - (i) one (1) Powerball Number shall be selected in the lower Panel in a Game Panel; or
 - (ii) by Marking the appropriate Bounded Area forty five (45) Powerball Numbers shall be selected in the lower Panel in a Game Panel;
- (d) In the case of Rule 8(c)(i):
 - (i) No fewer than two (2) Panels must be completed on the Entry Form in respect of each Standard Entry. Additional Panels may be completed up to the total number of Panels shown on the Entry Form. Any additional Panels marked on an Entry Form must be completed in multiples of two (2) in numerical order; and
 - (ii) the Subscription for each Standard Entry shall be 65 cents per Game Panel;
- (e) In the case of Rule 8(c)(ii):
 - (i) no fewer than one (1) Panel must be completed on the Entry Form in respect of each Standard Entry. Additional Panels may be completed up to the total number of Panels shown on the Entry Form in a Game of Powerball. Any additional Panels must be completed in numerical order; and
 - (ii) the Subscription for each Standard Entry shall be \$29.25 per Game Panel;
- (f) In respect of a Standard Entry Form in a Game of Powerball which has been forwarded to the Licensee by post:
 - (i) if more than five (5) Numbers in any upper Panel are Marked in a Game Panel, the Licensee shall disregard the highest Numbers in descending arithmetical sequence until five (5) Marked Numbers remain; and
 - (ii) in respect of a Standard Entry made under Rule 8(c)(i), if more than one (1) Number in any lower Panel is Marked in a Game Panel, the Licensee shall disregard the highest Numbers in descending arithmetical sequence until one (1) Marked Number remains; and
 - (iii) in respect of a Standard Entry made under Rule 8(c)(ii), if any Numbers are Marked in the lower Panel of a Game Panel, the Licensee shall disregard such Marked Numbers.

- (g) In respect of a Standard Entry in a Game of Powerball which has been forwarded to the Licensee by post, entry shall not take effect and the Licensee shall return the Standard Entry together with any Fees therewith to the Player:
- (i) if less than five (5) Numbers in any upper Panel are Marked in a Game Panel for a Standard Entry; and
 - (ii) in respect of a Standard Entry made pursuant to Rule 8(c)(i), where no number has been Marked in any lower Panel in a Game Panel.

RULE 9 SYSTEMS ENTRY

- (a) A Systems Entry may be made by way of an Entry Form or via Automatic Entry;
- (b) Where an Entry Form is used in respect of a Systems Entry more than five (5) numbers shall be Marked in the upper Panel in a Game Panel in a Game of Powerball.
- (c) Only one (1) system may be selected for a Systems Entry by Marking the appropriate Bounded Area on an Entry Form. That system shall apply to all upper Panels completed on the Entry Form.
- (d) In a Systems Entry:
- (i) one (1) Powerball Number may be selected by Marking that Number in the lower Panel in a Game Panel; or
 - (ii) forty-five (45) Powerball Numbers may be selected in the lower Panel in a Game Panel by Marking the appropriate Bounded area.
- (e) A Systems Entry made under Rule 9(d)(i) may be made by Marking six (6), seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17), eighteen (18), nineteen (19) or twenty (20) Numbers in any upper Panel. Only one Number may be Marked in any lower Panel in a Game Panel.
- (f) A Systems Entry made under Rule 9(d)(ii) may be made by Marking six (6), seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17), eighteen (18), nineteen (19) or twenty (20) Numbers in any upper Panel. Forty-five Numbers in any lower Panel must be selected by Marking the appropriate Bounded Area on the Entry Form.
- (g) Where a Systems Entry made under Rule 9(e) and Rule 9(f) is effected by an Entry Form, Numbers shall be Marked in accordance with the system selected. In each upper Panel completed the following shall be Marked:

<i>System 6</i>	-	<i>six (6) Numbers</i>
<i>System 7</i>	-	<i>seven (7) Numbers</i>
<i>System 8</i>	-	<i>eight (8) Numbers</i>
<i>System 9</i>	-	<i>nine (9) Numbers</i>
<i>System 10</i>	-	<i>ten (10) Numbers</i>
<i>System 11</i>	-	<i>eleven (11) Numbers</i>
<i>System 12</i>	-	<i>twelve (12) Numbers</i>
<i>System 13</i>	-	<i>thirteen (13) Numbers</i>
<i>System 14</i>	-	<i>fourteen (14) Numbers</i>
<i>System 15</i>	-	<i>fifteen (15) Numbers</i>

System 16	-	sixteen (16) Numbers
System 17	-	seventeen (17) Numbers
System 18	-	eighteen (18) Numbers
System 19	-	nineteen (19) Numbers
System 20	-	twenty (20) Numbers

- (h) A Syndicate Entry made under Rule 9(h)(i) may be made by Marking ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17), eighteen (18), nineteen (19) or twenty (20) Numbers in any upper Panel for a Systems Entry. Only one (1) Number may be Marked in any lower Panel in a Game Panel.

Numbers on a Systems Entry under this Rule shall be Marked in accordance with the system selected. In each upper Panel completed the following shall be Marked:

System 10	-	ten (10) Numbers
System 11	-	eleven (11) Numbers
System 12	-	twelve (12) Numbers
System 13	-	thirteen (13) Numbers
System 14	-	fourteen (14) Numbers
System 15	-	fifteen (15) Numbers
System 16	-	sixteen (16) Numbers
System 17	-	seventeen (17) Numbers
System 18	-	eighteen (18) Numbers
System 19	-	nineteen (19) Numbers
System 20	-	twenty (20) Numbers

- (i) A Syndicate Entry made under Rule 9(h)(ii) may be made by Marking six (6), seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12) or thirteen (13) Numbers in any upper Panel. Forty-five (45) Numbers may be selected in any lower Panel by Marking the appropriate Bounded Area on the Entry Form.

Where a Systems Entry is effected by an Entry Form, the Numbers shall be Marked in accordance with the system selected. In each upper Panel completed the following shall be Marked:

System 6	-	six (6) Numbers
System 7	-	seven (7) Numbers
System 8	-	eight (8) Numbers
System 9	-	nine (9) Numbers
System 10	-	ten (10) Numbers

System 11	-	<i>eleven (11) Numbers</i>
System 12	-	<i>twelve (12) Numbers</i>
System 13	-	<i>thirteen (13) Numbers</i>

(j) In respect of a Systems Entry which has been forwarded to the Licensee by post:

- (i) notwithstanding any other provision in these Rules, where a Mark on an Entry Form for a Systems Entry has not been made in accordance with Rule 9(b), or where the Numbers Marked in any Panel are inconsistent with the system selected under Rules 9(c) and 9(g), the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, accept such Entry Form and interpret any selections thereon in such manner and having regard to such factors as the Chief Executive Officer determines.
- (ii) where the Entry has been made under Rule 9(d)(i), if more than one (1) Number in any lower Panel is Marked in a Game Panel the Licensee shall disregard the highest Numbers in descending arithmetical sequence until one (1) Marked Number remains; and
- (iii) where the Entry has been made under Rule 9(d)(ii), if Numbers are Marked in a lower Panel in a Game Panel, the Licensee shall disregard such Marked Numbers;

and thereafter such Systems Entry shall be included in that Game of Powerball and any subsequent evaluation thereof for the purpose of determining the Player's entitlement to a Prize shall be made in accordance with the Chief Executive Officer's interpretation.

- (k) Any number of Panels up to the total number of Panels on the Entry Form may be completed on that Entry Form in respect of a Systems Entry in numerical order.
- (l) The Subscriptions for a Systems Entry in respect of an Entry made pursuant to Rule 9(d)(i) are:

System Number	Equivalent Number of Standard Panels entered	Subscription Per Panel \$	Number of Bounded Areas to be marked in each upper Panel
6	6	3.90	6
7	21	13.65	7
8	56	36.40	8
9	126	81.90	9
10	252	163.80	10
11	462	300.30	11
12	792	514.80	12
13	1287	836.55	13
14	2,002	1,301.30	14
15	3,003	1,951.95	15

System Number	Equivalent Number of Standard Panels entered	Subscription Per Panel \$	Number of Bounded Areas to be marked in each upper Panel
16	4,368	2,839.20	16
17	6,188	4,022.20	17
18	8,568	5,569.20	18
19	11,628	7,558.20	19
20	15,504	10,077.60	20

(m) The Subscriptions for a Systems Entry in respect of an Entry made pursuant to Rule 9(d)(ii), are:

System Number	Equivalent Number of Standard Panels entered	Subscription Per Panel \$	Number of Bounded Areas to be marked in each upper Panel
6	270	175.50	6
7	945	614.25	7
8	2,520	1,638.00	8
9	5,670	3,685.50	9
10	11,340	7,371.00	10
11	20,790	13,513.50	11
12	35,640	23,166.00	12
13	57,915	37,644.75	13
14	90,090	58,558.50	14
15	135,135	87,837.75	15
16	196,560	127,764.00	16
17	278,460	180,999.00	17
18	385,560	250,614.00	18
19	523,260	340,119.00	19
20	697,680	453,492.00	20

RULE 10 MULTI-WEEK ENTRY

- (a) A Multi-Week Entry may be made by way of an Entry Form or via Automatic Entry.
- (b) A Multi-Week Entry allows a Multi-Draw Entry to be made in respect of any of the consecutive Games of Powerball prescribed in Rule 10(h).
- (c) Subject to Rule 10(d), 10(e), 10(f) and 10(g), either a Standard Entry or Systems Entry shall be selected by Marking the appropriate Bounded Area on the Entry Form.
- (d) Except for the provisions of Rule 8(c)(ii), Rule 8 shall apply where a Standard Entry is selected on a Multi-Week Entry.
- (e) Except for the provisions of Rule 9(d)(ii), Rule 9 shall apply where a Systems Entry is selected on a Multi-Week Entry.
- (f) For a Multi-Draw Entry made pursuant to Rule 8(c)(ii), Rule 8 shall apply except that a maximum of one (1) Game Panel may be completed;
- (g) For a Multi-Draw Entry made pursuant to Rule 9(d)(ii), Rule 9 shall apply except that a maximum of one (1) Game Panel may be completed.
- (h) A Multi-Week Entry may be made in respect of two (2), five (5), ten (10), or twenty-five (25) consecutive Games of Powerball.
- (i) Where an Entry Form is used in respect of a Multi-Week Entry, the number of consecutive Games of Powerball to be entered shall be selected by Marking the appropriate Bounded Area on that Entry Form.
- (j) If a Multi-Week Entry Form is forwarded to the Licensee by post with no Bounded Area Marked in accordance with Rule 10(i), the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, accept such Entry Form and interpret any selection thereon in such manner having regard to such factors as the Chief Executive Officer may determine. The Chief Executive Officer may sign a certificate determining the selections on the Entry Form and such certificate shall be conclusive evidence of that matter.
- (k) Subscriptions for a Multi-Week Entry are the total of Subscriptions that would have been payable for an Entry submitted in a Game of Powerball multiplied by the number of consecutive Games of Powerball in which the Entry is entered under Rule 10(i) or Rule 10(j).

RULE 11 SUBMISSION OF AN ENTRY

- (a) The Licensee may impose a registration fee payable by a Player or a Syndicate Player for the provision by the Licensee of the player registration service. Application will be by way of an application form as approved by Chief Executive Officer.
- (b) A person under the age of eighteen (18) years shall not enter a Game of Powerball or a Game of Promotional Powerball.
- (c) An Entry or Automatic Entry may be made through:
 - (i) an Agent; or
 - (ii) except as provided in Rule 19(n), by post in accordance with paragraphs (i), (l) and (m) of this Rule 11 provided that the Player is a Registered Player or becomes a Registered Player as a result of that entry.
- (d) The correct Subscription or Syndicate Share Fee and player registration fee (if applicable) must be paid by a Player or Syndicate Player to an Agent or to the Licensee in respect of an Entry or Syndicate Entry Share;
- (e) The form of payment of the Fee or Syndicate Share Fee or player registration fee (if applicable) must be acceptable to the Chief Executive Officer.
- (f)
 - (i) If anonymity is desired the Player or Syndicate Player should clearly so indicate on the appropriate Prize claim form or indicate same when completing application to become a Registered Player or Registered Syndicate Player. Players or Syndicate Players who subsequently desire anonymity should apply in writing to the Chief Executive Officer prior to the publication of the Player's or Syndicate Player's name and address pursuant to the provisions of Rule 13(b) and if in the opinion of the Chief Executive Officer sufficient time is available to prevent publication then the Chief Executive Officer may grant such application and withhold publication.
 - (ii) All correspondence to the Chief Executive Officer in accordance with Rule 11(f)(i) should be addressed:-

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

or such other address as may be publicly notified from time to time by the Chief Executive Officer.
- (g) All Marks appearing on an Entry Form are taken to be made or given exclusively by the Player in respect of an Entry.

- (h) Where a Player submits an Entry Form or other form of Entry, or in the case of a Syndicate Entry, where a Syndicate Player purchases a Syndicate Entry Share, as trustee, representative or nominee for another person or persons, the Licensee will be taken to have no knowledge, nor to be on notice whether actual or constructive, of any such arrangement and the transaction will be conducted solely with the Player or Syndicate Player.
- (i) An Entry Form or Automatic Entry instructions must be received by the Licensee or an Agent in sufficient time to be processed before the close of acceptance of Entries into the Drawing relating to that Entry or Syndicate Entry Share. For the purposes of this paragraph an Entry or Syndicate Entry Share will be taken to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.
- (j) Other than as provided for in Rules 6(f) and 19(m), no Ticket may be withdrawn or altered after issue to a Player or Syndicate Player without the consent of the Licensee.
- (k) A Player may post an Entry Form to the Licensee at the following address:

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

or such other address as may be publicly notified from time to time by the Chief Executive Officer.

- (l) An Entry Form sent by post must be accompanied by the correct Fee and player registration fee (if applicable) and a stamped self-addressed envelope. The Entry will be entered into the Game of Powerball by the Licensee before the close of acceptance of Entries into the first Drawing for which it has been received. The Licensee will post the Entry Form and Ticket(s) to the address shown on the stamped self-addressed envelope.

Neither the Licensee nor the Chief Executive Officer shall be liable or responsible for the delivery of Tickets so posted.

The Chief Executive Officer may sign a certificate determining the date of posting and such certificate shall be conclusive evidence of that matter.

- (m) Fees and player registration fees payable in respect of Entry Forms sent by post to the Licensee may be paid by postal note, or bank, building society or personal cheque. Payment by cheque is taken to be effected when payment of the amount of the cheque has been made to the Licensee by the bank, building society or credit union on which the cheque is drawn.
- (n) Form of entry in a Game of Promotional Powerball
 - (i) The Chief Executive Officer is to approve the form of entry for a Game of Promotional Powerball;

- (ii) Without limiting Rule 11(n)(i), the form of entry in a Game of Promotional Powerball may be any of the following (or combination of the following):
 - (1) part of a Ticket
 - (2) any other ticket or document;
 - (3) entries made by means of an electronic or mechanical device or by telecommunications system.

- (iii) If any entry in a Game of Promotional Powerball is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Game of Promotional Powerball:
 - (1) constitutes the Player's or Syndicate Player's official receipt;
 - (2) is, following its acceptance, to constitute the Player's or Syndicate Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
 - (3) is to be the only document issued by the Licensee, its Agents to the entrant evidencing the processing of an entry in the Game of Promotional Powerball.

RULE 12 PRIZES

- (a) The Prize Allocation in a Game of Powerball shall be not less than sixty percent (60%) of Subscriptions.
- (b) The Prize Pool in a Game of Powerball shall be funded from the Prize Allocation and shall be not less than fifty five percent (55%) of Subscriptions.
- (c) The Prize Reserve Fund in respect of a Game of Powerball shall be funded from the Prize Allocation and shall retain not more than five percent (5%) of Subscriptions and shall be used to:
 - (i) fund the rounding up required pursuant to Rule 12(g);
 - (ii) fund any difference between the Division 1 Prize Guarantee and the Prize Pool allocation pursuant to Rule 12(h) Division 1;
 - (iii) fund any prize payable pursuant to Rule 12(i), Rule 12(j) and Rule 12(k).
- (d) Prizes for each Game of Powerball shall be paid by the Licensee from the Prize Pool and the Prize Reserve Fund in accordance with the provisions and classifications of Rule 12(h) Division 1, Division 2, Division 3, Division 4, Division 5, Division 6 and Division 7.
- (e) Any such Prize shall, where only one (1) Entry or Syndicate Entry is eligible for that Prize, be payable in respect of that Entry or Syndicate Entry, or shall, where two (2) or more Entries and/or Syndicate Entries are eligible for that Prize, be shared equally between those Entries and/or Syndicate Entries.
- (f) Where a Syndicate Entry is eligible for a Prize, such Prize shall be divided by the number of Syndicate Entry Shares in the Syndicate Entry to determine the amount payable in respect of each Syndicate Entry Share.
- (g) Subject to Rule 12(f), the amount payable in respect of a Syndicate Entry Share shall be rounded up to the nearest 5 cents. Monies required for rounding up shall be drawn from the Prize Reserve Fund.
- (h) Unless otherwise Approved, the Prize Pool will be distributed in the following indicative percentages that may be varied up or down by the Licensee by a maximum of five (5) percentage points provided the resultant allocation is no lower than half the indicative percentage specified. The Prize Pool distribution for other than the Division 1 Prize Pool shall be subject to a rounding off process (which shall be to the nearest sum containing a five (5) cent multiple). Monies required for rounding up shall be drawn from the Division 1 Prize Pool. Where a rounding down process has occurred, the excess monies shall be paid into the Division 1 Prize Pool.

Division 1 -

- (i) A Prize of an amount equal to 40.0% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers plus the Powerball

Number. Such amount may be supplemented from monies held in the Prize Reserve Fund as determined by the Licensee.

- (ii) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, an amount equal to 40.0% of the Prize Pool shall be retained in the Prize Fund so as to form part of the monies payable in respect of any Entry or Syndicate Entry which, shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers from the first barrel plus the Powerball Number in the Jackpot Drawing; provided that no such additional jackpotting shall be effected for more than twenty four consecutive games of the same type, so that if no Division 1 Prize is payable in respect of any Entry or Syndicate Entry in twenty four consecutive games of that type and there is no such Prize is payable in respect of any Entry or Syndicate Entry in the next (or 25th) consecutive game of that type, then the total Prize money of such additions or jackpot, when added to the Division 1 Prize payable in respect of such 25th game, shall be added to the Prize money allocated to the next lower division in which a Prize is payable in respect of an Entry or Syndicate Entry or Entries or Syndicate Entries.

Division 2 -

A Prize of an amount equal to 12.9% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains the five (5) Winning Numbers from the first barrel.

Division 3 -

A Prize of an amount equal to 5.9% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains four (4) but no more than four (4) of the five (5) Winning Numbers from the first barrel plus the Powerball Number from the Powerball Barrel.

Division 4 -

A Prize of an amount equal to 4.6% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains three (3) but not more than three (3) of the five (5) Winning Numbers from the first barrel plus the Powerball Number from the Powerball Barrel.

Division 5 -

A Prize of an amount equal to 2.6% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains four (4) but not more than four (4) of the Five (5) Winning Numbers from the first barrel.

Division 6 -

A Prize of an amount equal to 11.7% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains two (2) but not more than two (2) of the five (5) Winning Numbers from the first barrel plus the Powerball Number from the Powerball barrel.

Division 7 -

A Prize of an amount equal to 22.3% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains three (3) but not more than three (3) of the five (5) Winning Numbers from the first barrel.

(i) Second Drawing

The Licensee may, subject to the Approval of the Minister, and shall where the Minister so directs, provide for the payment of an additional Prize or Prizes, in accordance with the Conditions of the Product Licence, by means of a Second Drawing in any Game of Powerball following the Powerball Draw, provided that:

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

(j) A Game of Powerball may include:

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

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

(k) Prizes in a Game of Promotional Powerball

- (i) The Prizes payable in a Game of Promotional Powerball may consist of one or more of the following:
 - (1) money;
 - (2) holidays;
 - (3) travel;
 - (4) accommodation;
 - (5) services or goods provided by the Licensee or by persons or bodies other than the Licensee, whether or not for valuable consideration;
 - (6) Entries in a Game of Powerball or another lottery Conducted by the Licensee; and
 - (7) such other Prizes as may (subject to this clause) be determined by the Chief Executive Officer.
- (ii) A Prize in a Game of Promotional Powerball must not consist of or include tobacco.
- (iii) A Prize in a Game of Promotional Powerball must not consist of or include liquor within the meaning of the Liquor Act 1982.

(l) Determination of Prizes in a Game of Promotional Powerball

- (i) The Chief Executive Officer is to determine the number, nature and value of Prizes in each Game of Promotional Powerball.
- (ii) The Licensee is to publicly advertise the number, nature and value of, and the conditions relating to payment of, Prizes in each Game of Promotional Powerball Conducted by it.
- (iii) The Chief Executive Officer may change or alter the nature of any Prize offered in a Game of Promotional Powerball, including (but not limited to) the following:
 - (1) the replacement of any holiday destination offered as a Prize or part of a Prize with another holiday destination;
 - (2) the replacement of any mode of travel offered as a Prize or part of a Prize with another mode of travel;
 - (3) the replacement of any form of accommodation offered as a Prize or part of a Prize with another form of accommodation;

- (4) the resupply of services or the replacement of goods provided by the Licensee or by persons or bodies other than the Licensee; and
 - (5) the conversion of any Prize (or part of a Prize) provided by the Licensee or by another person or body into a monetary equivalent.
- (iv) The Prizes in a Game of Promotional Powerball are payable in such manner as is approved by the Chief Executive Officer for the purposes of that Game of Promotional Powerball.

RULE 13 ANNOUNCEMENT OF PRIZES

- (a) Following each Drawing of a Game of Powerball the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
 - (i) the Winning Numbers and the Powerball Number;
 - (ii) the amount of the Prize Pool allocated to each Division;
 - (iii) the value of the Provisional Prizes and the number of Provisional Prize Winners; and
 - (iv) the value of Prizes and the number of Prize winners in respect of Division 2, Division 3, Division 4, Division 5, Division 6 and Division 7.

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

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

- (d) The Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Second Drawing as soon as possible after the completion of that Second Drawing.

RULE 14 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES

- (a) In relation to a Game of Powerball:
- (i) other than as provided for Registered Players and Registered Syndicate Players, any Provisional Prize (or in the case of a Syndicate Entry, a share of any Provisional Prize) must be claimed by lodgement with the Licensee of a Prize claim form containing or accompanied by the like particulars set out in Rule 14(l) and any other evidence that the Chief Executive Officer may from time to time require;
 - (ii) the date of lodgement of a Prize claim in accordance with Rule 14(a)(i) is the day of receipt by the Licensee.
- (b) A Registered Player winning a Provisional Prize (or in the case of a Syndicate Entry, a Registered Syndicate Player winning a share of a Provisional Prize) which exceeds \$10,000 will be notified personally or by mail within five (5) calendar days after the Drawing Date. In respect of any Provisional Prize won by a Registered Player (or in the case of a Syndicate Entry, any share of a Provisional Prize won by a Registered Syndicate Player) the Chief Executive Officer may require that Registered Player or Registered Syndicate Player to lodge with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 14(l) hereof.
- (c) Where a Registered Player or Registered Syndicate Player has been requested to claim the Provisional Prize in accordance with Rule 14(b) the Prize may be paid in accordance with the procedure and conditions set out in Rule 14(d) hereof.
- (d) A Provisional Prize or Share of a Provisional Prize shall not be payable as a Prize until after the expiry of the Provisional Period or six (6) calendar days after lodgement of a Prize claim form, whichever is the later, and shall be payable by cheque or, if requested by the Prize Winner, by electronic funds transfer.
- (e) For Registered Players, any Prize (or in the case of a Registered Syndicate Player, any share of a Prize) not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid, upon surrender of a winning Ticket, by an Agent with a Computer Linked Terminal not earlier than the day immediately after, and not later than eight (8) weeks after, the relevant Drawing Date. Prizes not so claimed will be paid by the Licensee by cheque or at the discretion of the Licensee by electronic funds transfer after the expiry of eight (8) weeks after the Drawing Date.
- (f) For a Player or Syndicate Player who is not a Registered Player or Registered Syndicate Player, any Prize (or in the case of a Syndicate Entry, any share of a Prize) not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player or Syndicate Player, upon surrender of a winning Ticket, by an Agent with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer, this being a period not less than eight (8) weeks following the Drawing Date.
- (g) Subject to Rules 14(a), 14(b), 14(c), 14(d) and 14(e) above, a Player being eligible for a Prize on a Multi-Draw Ticket may claim or collect that Prize and be issued with an Exchange Multi-Draw Ticket for any subsequent valid Drawings;

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

(i) A:

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

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

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

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

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

(k) A:

(i) Player or Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal; or

(ii) Registered Player or Registered Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal and/or where the Prize has not been paid in accordance with Rule 14(e);

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

(l) The particulars required in accordance with the provisions of Rules 14(a), 14(b), 14(i) and 14(k) are:

- (i) the name and address of the Player or Syndicate Player;
 - (ii) the Ticket Serial Number;
 - (iii) the Numbers included on the relevant numbered line on the Ticket;
 - (iv) the Player's or Syndicate Player's registration number if a Registered Player or Registered Syndicate Player;
 - (v) the Ticket, which must be legible and be consistent with the details held by the Licensee's Computer Records and must not be mutilated, altered, reconstituted, counterfeit or stolen; and
 - (vi) such further evidence or information as the Licensee requires.
- (m) Notwithstanding the provisions of this Rule 14, if an Entry or Syndicate Entry which would otherwise have been entitled to a Prize or share of a Prize not exceeding \$1000.00 is discovered after payment of Prizes has commenced the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, pay to the Player or Syndicate Player the same Prize or Share of a Prize as is being paid to winning Players or winning Syndicate Players or such other Prize amount or share of a Prize amount as determined by the Chief Executive Officer.
- (n) The Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, require a person claiming to be entitled to a Prize or a Provisional Prize (or in the case of a Syndicate Entry a share of a Prize or of a Provisional Prize) to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Prize or Provisional Prize (or, in the case of a Syndicate Entry, is the Syndicate Player entitled to a share of that Prize or Provisional Prize). Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the person claiming to be entitled to a Prize or Provisional Prize may fail to meet some or all of the elements (1) or (2) contained in Rules 1(a)(xlii) or 1(a)(lxii) or may fail to meet one or more of the provisions contained in these Rules governing Prize entitlement.
- (o) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player or Syndicate Player in accordance with these Rules.
- (p) Subject to Rule 14(i) at any time before the payment of Prizes the Chief Executive Officer may correct an error made in determining the number of Entries or Syndicate Entries entitled thereto or the amount thereof.
- (q) The payment of a Prize or share of a Prize to any Player or Syndicate Player who is known to have died before receiving any or all of a particular Prize shall be made in accordance with the laws of New South Wales.
- (r) Subject to Section 27 of the Act, all unclaimed or uncollected Prizes or shares of Prizes shall be retained in the Prize Fund for payment to the Players or Syndicate Players entitled thereto.
- (s) Remittances for payments of Prizes or shares of Prizes may include all Prizes or shares of Prizes won on the same Ticket.

- (t) Where payment by the Licensee of a Prize or share of a Prize is made by cheque, such cheque will be forwarded by such of the following methods as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct:
- (i) by hand upon any conditions that the Chief Executive Officer may determine;
 - (ii) by post whether certified, registered, or ordinary post; or
 - (iii) as otherwise directed in writing by the Player or Syndicate Player.
- (u) Where payment of a Prize or share of a Prize is made by cheque and mailed, it shall be posted to the name and address shown on the claim form or, in the case of a Registered Player or Registered Syndicate Player, to the name and address appearing on the Licensee's records relating to that Player or Syndicate Player;

Thereafter the Licensee shall not be held liable for any loss, delay in the delivery thereof or any negotiation of such cheque. A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of same.

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

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

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

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

or such other address as may be publicly notified from time to time by the Chief Executive Officer.

A Prize claim form for a Prize or a share of a Prize may be forwarded by an Agent to the Licensee at the request of a Player or the Player may forward the Prize claim form to the Licensee direct.

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

RULE 15 DISQUALIFICATIONS

(a) Notwithstanding that:

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

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

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

- (i) tender of insufficient Fee or, in the case of a Syndicate Entry Share, insufficient Syndicate Share Fee, a dishonoured cheque or unacceptable form of remittance;
- (ii) the Player or Syndicate Player has defaulted in payment of any previous Fee or Syndicate Share Fee;
- (iii) reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
- (iv) Ticket fails any security tests of the Licensee;
- (v) reasonable suspicion of unauthorised use of a Computer Linked Terminal;
- (vi) a Malfunction occurring in respect of the Computer Linked Terminal or the Licensee's central processing computer equipment; or
- (vii) any other breach of these Rules which justifies disqualification.

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

- (d) If an Entry or Syndicate Entry which would otherwise be eligible for a Provisional Prize is disqualified during the Provisional Period then the value of the Provisional Prize shall be varied to take into account such disqualification.
- (e) Where there is no Provisional Prize winner as a result of a disqualification in accordance with Rule 15(d) then:
 - (i) in the case of a Division 1 Prize, the provisions of Rule 12(h)(ii) will apply;
 - (ii) otherwise the value and number of winners will be varied in accordance with Rule 12(h) Division 2, Division 3, Division 4, Division 5, Division 6 and Division 7 as the case may be.

RULE 16 LIMITATION OF LIABILITY

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

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

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

RULE 17 EFFECTIVE DATE

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

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

The Licensee may enter into agreements or arrangements, subject to the provisions of the Act, with other persons or bodies for the purpose of promoting any Game of Promotional Powerball.

RULE 19 A SYNDICATE ENTRY

- (a) An Entry as specified in column 1 of Schedule 3 and Schedule 4 shall be a Syndicate Entry if specified in, respectively:
 - (i) column 3 of Schedule 3; or
 - (ii) column 3 of Schedule 4.
- (b) A Syndicate Entry may be divided into Syndicate Entry Shares as shown in:
 - (i) column 4 of Schedule 3; or
 - (ii) column 4 of Schedule 4.
- (c) The Syndicate Share Fee for each Syndicate Entry Share shall be the amount specified in, respectively:
 - (i) column 5 of Schedule 3; or
 - (ii) column 5 of Schedule 4.
- (d) The Syndicate Player must pay the Syndicate Share Fee in respect of each Syndicate Entry Share purchased by the Syndicate Player.
- (e) Before the Agent sells a Syndicate Entry Share in a Syndicate Entry the Agent must by means of the Computer Linked Terminal direct the Licensee's central processing computer equipment to accept the sale of Syndicate Entry Shares in the Syndicate Entry nominated by the Agent.
- (f) An Agent who has directed the Licensee's central processing computer equipment pursuant to Rule 19(e) may also direct the Licensee's central processing computer equipment to accept the sale of Syndicate Entry Shares in the nominated Syndicate Entry which sale may be effected by the Agent and also by other Agents nominated by the Agent.
- (g) Where no Syndicate Entry Share has been sold in a Syndicate Entry in respect of which the Agent has made a direction in accordance with Rule 19(e) that Syndicate Entry:
 - (i) is not eligible to be entered into a Game of Powerball;
 - (ii) shall not be included in a Drawing; and
 - (iii) is not entitled to receive any Prize.
- (h) For the sake of clarity, no person or other legal entity is entitled to receive a Prize in the event of the occurrence of the circumstances specified in Rule 19(g).
- (i) Where at least one (1) but not all Syndicate Entry Shares have been sold in respect of a Syndicate Entry before the close of acceptance of Entries into the Game of Powerball into which the Syndicate Entry is entered the Agent responsible for directing the central processing computer equipment pursuant to Rule 19(e) in respect of that Syndicate Entry shall be solely liable for and shall

pay to the Licensee all Syndicate Entry Share Fees which have not been paid in respect of the unsold Syndicate Entry Shares in the Syndicate Entry and in such case, for the purposes of these Rules, and in relation to such unsold Syndicate Entry Share or Shares, the Agent shall be considered to be the Syndicate Player. In these circumstances the Syndicate Entry shall be:

- (i) eligible to be entered into the Game of Powerball;
 - (ii) be included in the Drawing; and
 - (iii) be entitled to receive any Prize.
- (j) The Licensee may pay a fee or reward to its Agents for the promotion of any Syndicate Entry or sale of any Syndicate Entry Shares other than the Syndicate Share Fee.
- (k) Upon payment of the Syndicate Share Fee in respect of a Syndicate Entry Share a Syndicate Player shall be entitled to receive a Ticket.
- (l) Each Syndicate Entry Share shall have the same Numbers as the Syndicate Entry nominated by the Agent pursuant to Rule 19(e).
- (m) An Agent may cancel a Ticket in respect of a Syndicate Entry Share sold by the Agent provided such cancellation takes place on the day the Syndicate Entry Share was purchased and prior to the close of acceptance of Entries, and provided at least one (1) Syndicate Entry Share remains unsold in respect of the relevant Syndicate Entry.
- (n) A Syndicate Entry Share may not be purchased by post from the Licensee.

SCHEDULE 1

COMMISSION PAYABLE FOR POWERBALL (ONE POWERBALL)

Entry Type	Number of Games	Single Entry
Standard (Per Panel)	2	\$0.10
	4	\$0.20
	6	\$0.30
	8	\$0.40
	10	\$0.50
	12	\$0.60
	14	\$0.65
	16	\$0.75
	18	\$0.80
	24	\$1.10
	30	\$1.40
	36	\$1.55

Entry Type	System	Single Entry
System (Per Panel)	6	\$0.30
	7	\$0.85
	8	\$1.90
	9	\$4.30
	10	\$9.00
	11	\$14.70
	12	\$27.20
	13	\$46.20
	14	\$65.45
	15	\$106.05
	16	\$148.80
	17	\$212.80
	18	\$276.80
	19	\$397.80
	20	\$542.40

Entry Type	Number of Weeks	Single Entry
Multi-Week Standard (Per Panel)		
(2 games)	2	\$0.20
	5	\$0.45
	10	\$0.80
	25	\$1.90
(4 games)	2	\$0.25
	5	\$0.60
	10	\$0.80
	25	\$2.00
(6 games)	2	\$0.40
	5	\$0.80
	10	\$1.30
	25	\$2.80
(8 games)	2	\$0.50
	5	\$0.80
	10	\$1.40
	25	\$3.10
(10 games)	2	\$0.60
	5	\$0.90
	10	\$1.70
	25	\$3.70
(12 games)	2	\$0.75
	5	\$1.20
	10	\$2.00
	25	\$4.60
(14 games)	2	\$0.80
	5	\$1.30
	10	\$2.30
	25	\$5.20
(16 games)	2	\$1.00
	5	\$1.40
	10	\$2.70
	25	\$6.40
(18 games)	2	\$1.05
	5	\$1.60
	10	\$3.10
	25	\$6.80
(24 games)	2	\$1.40
	5	\$2.00

Entry Type	Number of Weeks	Single Entry
Multi-Week Standard (Per Panel)		
	10	\$4.10
	25	\$9.50
(30 games)	2	\$1.80
	5	\$2.70
	10	\$5.00
	25	\$11.00
(36 games)	2	\$2.00
	5	\$3.20
	10	\$6.00
	25	\$13.50

Entry Type	Number of Weeks	Single Entry
Multi-Week Systems (Per Panel)		
System 6	2	\$0.50
	5	\$0.75
	10	\$1.30
	25	\$2.60
System 7	2	\$1.30
	5	\$1.90
	10	\$2.60
	25	\$6.80
System 8	2	\$2.80
	5	\$3.30
	10	\$5.80
	25	\$16.40
System 9	2	\$5.00
	5	\$7.00
	10	\$12.00
	25	\$22.00
System 10	2	\$10.00
	5	\$13.00
	10	\$22.00
	25	\$35.00
System 11	2	\$17.00
	5	\$22.00
	10	\$30.00
	25	\$45.00
System 12	2	\$30.00
	5	\$38.00

Entry Type	Number of Weeks	Single Entry
Multi-Week Systems (Per Panel)		
	10	\$50.00
	25	\$76.00
System 13	2	\$50.00
	5	\$72.00
	10	\$80.00
	25	\$122.00
System 14	2	\$75.00
	5	\$90.00
	10	\$125.00
	25	\$180.00
System 15	2	\$130.00
	5	\$150.00
	10	\$190.00
	25	\$280.00
System 16	2	\$160.00
	5	\$195.00
	10	\$270.00
	25	\$400.00
System 17	2	\$245.00
	5	\$310.00
	10	\$380.00
	25	\$565.00
System 18	2	\$300.00
	5	\$350.00
	10	\$510.00
	25	\$790.00
System 19	2	\$440.00
	5	\$520.00
	10	\$700.00
	25	\$1,050.00
System 20	2	\$600.00
	5	\$700.00
	10	\$910.00
	25	\$1,330.00

SCHEDULE 2

COMMISSION PAYABLE FOR POWER45 (45 POWERBALLS)

Entry Type	Number of Panels	Single Entry
Standard (Per Panel)	1 to 12 Panels	\$2.05
System (Per Panel)	6	\$9.50
	7	\$33.75
	8	\$82.00
	9	\$189.50
	10	\$372.00
	11	\$686.50
	12	\$1,164.00
	13	\$1,878.75
	14	\$3,000.00
	15	\$4,500.00
	16	\$6,400.00
	17	\$9,000.00
	18	\$12,600.00
	19	\$16,900.00
	20	\$22,750.00

Entry Type	Number of Weeks	Single Entry
Multi-Week Standard (Per Panel)		
	2	\$2.40
	5	\$2.95
	10	\$5.90
	25	\$14.75

Entry Type	Number of Weeks	Single Entry
Multi-Week Standard (Per Panel)		
System 6	2	\$12.00
	5	\$17.00
	10	\$29.00
	25	\$73.00
System 7	2	\$40.00
	5	\$47.50
	10	\$58.50
	25	\$147.05
System 8	2	\$92.00
	5	\$108.30
	10	\$174.00
	25	\$295.00

Entry Type	Number of Weeks	Single Entry
Multi-Week Standard (Per Panel)		
System 9	2	\$216.60
	5	\$272.00
	10	\$376.00
	25	\$970.00
System 10	2	\$415.00
	5	\$470.00
	10	\$705.00
	25	\$1,080.00
System 11	2	\$760.00
	5	\$830.00
	10	\$920.00
	25	\$1,300.00
System 12	2	\$1,300.00
	5	\$1,450.00
	10	\$1,580.00
	25	\$2,400.00
System 13	2	\$1,960.00
	5	\$2,080.00
	10	\$2,300.00
	25	\$2,500.00
System 14	2	\$3,250.00
	5	\$4,350.00
	10	\$5,450.00
	25	\$6,560.00
System 15	2	\$5,400.00
	5	\$6,550.00
	10	\$7,500.00
	25	\$8,700.00
System 16	2	\$7,600.00
	5	\$8,600.00
	10	\$9,800.00
	25	\$11,000.00
System 17	2	\$10,900.00
	5	\$12,000.00
	10	\$13,000.00
	25	\$14,150.00

Entry Type	Number of Weeks	Single Entry
Multi-Week Standard (Per Panel)		
System 18	2	\$14,000.00
	5	\$15,200.00
	10	\$16,200.00
	25	\$17,400.00
System 19	2	\$18,500.00
	5	\$19,800.00
	10	\$20,800.00
	25	\$21,800.00
System 20	2	\$23,800.00
	5	\$25,100.00
	10	\$26,200.00
	25	\$27,100.00

SCHEDULE 3

SYNDICATE ENTRIES FOR POWERBALL (ONE POWERBALL)

Column 1	Column 2	Column 3	Column 4	Column 5
Entry	Entry Fee	Syndicate Entry	Syndicate Entry Share	Syndicate Share Fee per Panel (cost per Share)
System 10	\$172.80	System 10	6	\$28.80
System 10	\$172.80	System 10	12	\$14.40
System 10	\$172.80	System 10	18	\$9.60
System 11	\$315.00	System 11	5	\$63.00
System 11	\$315.00	System 11	10	\$31.50
System 11	\$315.00	System 11	15	\$21.00
System 11	\$315.00	System 11	21	\$15.00
System 12	\$542.00	System 12	5	\$108.40
System 12	\$542.00	System 12	10	\$54.20
System 12	\$542.00	System 12	20	\$27.10
System 12	\$542.00	System 12	40	\$13.55
System 13	\$882.75	System 13	5	\$176.55
System 13	\$882.75	System 13	11	\$80.25
System 13	\$882.75	System 13	33	\$26.75
System 13	\$882.75	System 13	55	\$16.05
System 14	\$1,366.75	System 14	5	\$273.35
System 14	\$1,366.75	System 14	11	\$124.25
System 14	\$1,366.75	System 14	35	\$39.05
System 14	\$1,366.75	System 14	55	\$24.85
System 14	\$1,366.75	System 14	77	\$17.75
System 15	\$2,058.00	System 15	5	\$411.60
System 15	\$2,058.00	System 15	15	\$137.20
System 15	\$2,058.00	System 15	35	\$58.80
System 16	\$2,988.00	System 16	5	\$597.60
System 16	\$2,988.00	System 16	10	\$298.80
System 16	\$2,988.00	System 16	20	\$149.40
System 16	\$2,988.00	System 16	40	\$74.70
System 16	\$2,988.00	System 16	60	\$49.80
System 16	\$2,988.00	System 16	80	\$37.35
System 17	\$4,235.00	System 17	5	\$847.00
System 17	\$4,235.00	System 17	10	\$423.50
System 17	\$4,235.00	System 17	14	\$302.50
System 17	\$4,235.00	System 17	70	\$60.50
System 17	\$4,235.00	System 17	140	\$30.25
System 18	\$5,846.00	System 18	5	\$1,169.20
System 18	\$5,846.00	System 18	10	\$584.60
System 18	\$5,846.00	System 18	20	\$292.30
System 18	\$5,846.00	System 18	40	\$146.15
System 19	\$7,956.00	System 19	5	\$1,591.20
System 19	\$7,956.00	System 19	10	\$795.60
System 19	\$7,956.00	System 19	30	\$265.20
System 19	\$7,956.00	System 19	60	\$132.60
System 19	\$7,956.00	System 19	90	\$88.40

Column 1	Column 2	Column 3	Column 4	Column 5
Entry	Entry Fee	Syndicate Entry	Syndicate Entry Share	Syndicate Share Fee per Panel (cost per Share)
System 19	\$7,956.00	System 19	180	\$44.20
System 20	\$10,620.00	System 20	5	\$2,124.00
System 20	\$10,620.00	System 20	12	\$885.00
System 20	\$10,620.00	System 20	15	\$708.00
System 20	\$10,620.00	System 20	20	\$531.00
System 20	\$10,620.00	System 20	30	\$354.00
System 20	\$10,620.00	System 20	40	\$265.50
System 20	\$10,620.00	System 20	60	\$177.00

SCHEDULE 4

SYNDICATE ENTRIES FOR POWER45 (45 POWERBALLS)

Column 1	Column 2	Column 3	Column 4	Column 5
Entry	Entry Fee	Syndicate Entry	Syndicate Entry Share	Syndicate Share Fee per Panel (cost per Share)
System 6	\$185.00	System 6	5	\$37.00
System 6	\$185.00	System 6	10	\$18.50
System 6	\$185.00	System 6	25	\$7.40
System 7	\$648.00	System 7	5	\$129.60
System 7	\$648.00	System 7	9	\$72.00
System 7	\$648.00	System 7	15	\$43.20
System 7	\$648.00	System 7	27	\$24.00
System 7	\$648.00	System 7	45	\$14.40
System 8	\$1,720.00	System 8	5	\$344.00
System 8	\$1,720.00	System 8	10	\$172.00
System 8	\$1,720.00	System 8	25	\$68.80
System 8	\$1,720.00	System 8	50	\$34.40
System 8	\$1,720.00	System 8	100	\$17.20
System 9	\$3,875.00	System 9	5	\$775.00
System 9	\$3,875.00	System 9	10	\$387.50
System 9	\$3,875.00	System 9	25	\$155.00
System 9	\$3,875.00	System 9	50	\$77.50
System 10	\$7,743.00	System 10	5	\$1,548.60
System 10	\$7,743.00	System 10	10	\$774.30
System 10	\$7,743.00	System 10	20	\$387.15
System 10	\$7,743.00	System 10	30	\$258.10
System 10	\$7,743.00	System 10	60	\$129.05
System 11	\$14,200.00	System 11	5	\$2,840.00
System 11	\$14,200.00	System 11	10	\$1,420.00
System 11	\$14,200.00	System 11	25	\$568.00
System 11	\$14,200.00	System 11	50	\$284.00
System 12	\$24,330.00	System 12	5	\$4,866.00
System 12	\$24,330.00	System 12	10	\$2,433.00
System 12	\$24,330.00	System 12	20	\$1,216.50
System 12	\$24,330.00	System 12	50	\$486.60
System 12	\$24,330.00	System 12	100	\$243.30
System 12	\$24,330.00	System 12	150	\$162.20
System 12	\$24,330.00	System 12	300	\$81.10
System 13	\$39,523.50	System 13	5	\$7,904.70
System 13	\$39,523.50	System 13	15	\$2,634.90
System 13	\$39,523.50	System 13	45	\$878.30

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