



# *Government Gazette*

OF THE STATE OF  
NEW SOUTH WALES

**Number 55**  
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## LEGISLATION

### Online notification of the making of statutory instruments

Week beginning 30 May 2011

THE following instruments were officially notified on the NSW legislation website ([www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)) on the dates indicated:

#### **Regulations and other statutory instruments**

Aboriginal Land Rights Amendment Regulation 2011 (2011-262) — published LW 3 June 2011

Allocation of the Administration of Acts 2011 (No 3—Amendment) (2011-260) — published LW 2 June 2011

Public Sector Employment and Management (Departments and Ministers) Amendment Order 2011 (2011-261) — published LW 2 June 2011

#### **Environmental Planning Instruments**

Maitland Local Environmental Plan 1993 (Amendment No 109) (2011-264) — published LW 3 June 2011

Muswellbrook Local Environmental Plan 2009 (Amendment No 3) (2011-265) — published LW 3 June 2011

State Environmental Planning Policy (Repeal of State Environmental Planning Policy No 53—Metropolitan Residential Development) 2011 (2011-263) — published LW 3 June 2011

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# OFFICIAL NOTICES

## Department of Planning

### ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

#### Notice of Delegation

I, Sam Haddad, the Director-General of the Department of Planning and Infrastructure, hereby give notice under section 23 (7) of the Environmental Planning and Assessment Act 1979 of the delegation to the person described in Column 1 of the Schedule of the function described in Column 2 of the Schedule.

Dated: 3 June 2011.

SAM HADDAD,  
Director-General,  
Department of Planning and Infrastructure

#### SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
The Chairperson from time to time of the Access Advisory Committee established as a committee of the Building Professionals Board under section 79 of the Building Professionals Act 2005	<p>To give concurrence under clause 187 (7) of the Environmental Planning and Assessment Regulation 2000 (the Regulation) to a certifying authority to grant an exemption under clause 187 (6) (a) of the Regulation and/or to give a direction under clause 187 (6) (b) of the Regulation in respect of an application for a construction certificate in the circumstances referred to in Clause 187 (1) (b) of the Regulation, provided:</p> <ol style="list-style-type: none"> <li>1. The exemption and/or direction relates to a provision of the Building Code of Australia in respect of which there is an equivalent provision in Schedule 1 of the Disability (Access to Premises-Buildings) Standards 2010 made under section 31 Disability Discrimination Act 1992 (Clth), and</li> <li>2. The exemption and/or direction is in accordance with a recommendation made by the Access Advisory Committee, in respect of the development which is the subject of the application for the construction certificate.</li> </ol>

## Department of Primary Industries

### MINERALS

NOTICE is given that the following applications have been received:

#### EXPLORATION LICENCE APPLICATIONS

(T11-0165)

No. 4280, PERILYA BROKEN HILL LIMITED (ACN 099 761 289), area of 36 units, for Group 1, dated 1 June 2011. (Broken Hill Mining Division).

(T11-0166)

No. 4281, NEWNES KAOLIN PTY LTD (ACN 065 564 794), area of 2 units, for Group 5, dated 1 June 2011. (Orange Mining Division).

(T11-0167)

No. 4282, GOLD FIELDS AUSTRALASIA PTY LTD (ACN 087 624 600), area of 9 units, for Group 1, dated 2 June 2011. (Orange Mining Division).

(T11-0169)

No. 4283, THARSIS MINING PTY LTD (ACN 135 552 742), area of 120 units, for Group 1, dated 3 June 2011. (Cobar Mining Division).

(T11-0170)

No. 4284, OAKLAND RESOURCES PTY LTD (ACN 137 606 476), area of 56 units, for Group 1, dated 3 June 2011. (Sydney Mining Division).

(T11-0171)

No. 4285, CAPITAL MINING LIMITED (ACN 104 551 171), area of 18 units, for Group 1, dated 4 June 2011. (Orange Mining Division).

(T11-0172)

No. 4286, GOLD AND COPPER RESOURCES PTY LIMITED (ACN 124 534 863), area of 100 units, for Group 1, dated 6 June 2011. (Orange Mining Division).

(T11-0173)

No. 4287, GOLD AND COPPER RESOURCES PTY LIMITED (ACN 124 534 863), area of 100 units, for Group 1, dated 6 June 2011. (Orange Mining Division).

(T11-0174)

No. 4288, MUNGANA GOLDMINES LTD (ACN 136606338), area of 27 units, for Group 1, dated 7 June 2011. (Orange Mining Division).

#### MINING LEASE APPLICATIONS

(T11-0147)

No. 2, CSR BUILDING PRODUCTS LIMITED (ACN 008 631 356), area of about 396458 square metres, to mine for bentonite, clay/shale, kaolin and structural clay, dated 27 May 2011. (Singleton Mining Division).

(T11-0127)

No. 403, SILVER CORPORATION OF AUSTRALIA PTY LTD (ACN 147 443 249), area of about 923.8 hectares, to mine for copper, gold, lead, silver and zinc, dated 6 May 2011. (Cobar Mining Division).

CHRIS HARTCHER, M.P.,  
Minister for Resources and Energy

NOTICE is given that the following applications have been granted:

#### EXPLORATION LICENCE APPLICATIONS

(T09-0285)

No. 3879, now Exploration Licence No. 7750, BARRICK (COWAL) LIMITED (ACN 007 857 598), Counties of Bland and Gipps, Map Sheet (8330, 8430), area of 220 units, for Group 1, dated 27 May 2011, for a term until 27 May 2016. As a result of the grant of this title, Exploration Licence No. 2865 and Exploration Licence No. 5616 have ceased to have effect.

(T10-0118)

No. 3987, now Exploration Licence No. 7743, GOLDEN CROSS OPERATIONS PTY. LTD. (ACN 050 212 827), County of Mouramba, Map Sheet (8134), area of 12 units, for Group 1, dated 19 May 2011, for a term until 19 May 2013.

(T10-0147)

No. 4018, now Exploration Licence No. 7747, CLANCY EXPLORATION LIMITED (ACN 105 578 756), County of Ashburnham, Map Sheet (8531), area of 37 units, for Group 1, dated 26 May 2011, for a term until 26 May 2013.

(T10-0172)

No. 4041, now Exploration Licence No. 7744, DEFIANCE RESOURCES LTD (ACN 119 700 220), County of Cowper, Map Sheet (8036, 8037, 8136, 8137), area of 200 units, for Group 1, dated 23 May 2011, for a term until 23 May 2013.

(T10-0242)

No. 4103, now Exploration Licence No. 7748, CLANCY EXPLORATION LIMITED (ACN 105 578 756), Counties of Cunningham and Gipps, Map Sheet (8331, 8332), area of 126 units, for Group 1, dated 26 May 2011, for a term until 26 May 2013. As a result of the grant of this title, Exploration Licence No. 6939 has ceased to have effect.

(T10-0287)

No. 4131, now Exploration Licence No. 7745, OXLEY EXPLORATION PTY LTD (ACN 137 511 141), County of Mouramba, Map Sheet (8134), area of 19 units, for Group 1, dated 23 May 2011, for a term until 23 May 2013.

(T11-0058)

No. 4179, now Exploration Licence No. 7757, KIMBA RESOURCES PTY LTD (ACN 106 123 951), County of Vernon, Map Sheet (9135, 9235), area of 64 units, for Group 1, dated 1 June 2011, for a term until 1 June 2012.

(T11-0059)

No. 4180, now Exploration Licence No. 7758, KIMBA RESOURCES PTY LTD (ACN 106 123 951), Counties of Wallace and Wellesley, Map Sheet (8623, 8624), area of 100 units, for Group 1, dated 1 June 2011, for a term until 1 June 2012.

(T11-0060)

No. 4181, now Exploration Licence No. 7759, KIMBA RESOURCES PTY LTD (ACN 106 123 951), County of Vernon, Map Sheet (9235, 9236), area of 96 units, for Group 1, dated 1 June 2011, for a term until 1 June 2012.

(T11-0061)

No. 4182, now Exploration Licence No. 7760, KIMBA RESOURCES PTY LTD (ACN 106 123 951), Counties of Hawes, Parry and Vernon, Map Sheet (9135, 9235), area of 100 units, for Group 1, dated 1 June 2011, for a term until 1 June 2013.

(T11-0082)

No. 4203, now Exploration Licence No. 7746, PLATSEARCH NL (ACN 003 254 395), Counties of Blaxland and Dowling, Map Sheet (8131), area of 91 units, for Group 1, dated 23 May 2011, for a term until 23 May 2013.

CHRIS HARTCHER, M.P.,  
Minister for Resources and Energy

NOTICE is given that the following application has been withdrawn:

#### EXPLORATION LICENCE APPLICATION

(T11-0140)

No. 4256, GOLD FIELDS AUSTRALASIA PTY LTD (ACN 087 624 600), County of Narromine, Map Sheet (8532, 8533). Withdrawal took effect on 2 June 2011.

CHRIS HARTCHER, M.P.,  
Minister for Resources and Energy

NOTICE is given that the following applications for renewal have been received:

(06-2974)

Authorisation No. 372, CENTENNIAL MUNMORAH PTY LIMITED (ACN 101 508 963), area of 4310 hectares. Application for renewal received 1 June 2011.

(06-2975)

Authorisation No. 383, CENTENNIAL MANNERING PTY LTD (ACN 101 509 120), area of 1745 hectares. Application for renewal received 1 June 2011.

(06-2976)

Authorisation No. 384, CENTENNIAL MANNERING PTY LTD (ACN 101 509 120), area of 3163 hectares. Application for renewal received 1 June 2011.

(06-2973)

Authorisation No. 441, CENTENNIAL MANNERING PTY LTD (ACN 101 509 120), area of 288 hectares. Application for renewal received 1 June 2011.

(T02-0445)

Exploration Licence No. 6096, JERVOIS MINING LIMITED (ACN 007 626 575), area of 5 units. Application for renewal received 3 June 2011.

(11-3076)

Exploration Licence No. 6428, RENISON COAL PTY LTD (ACN 100 163 942) AND NORTHERN ENERGY CORPORATION LIMITED (ACN 081 244 395), area of 585.1 hectares. Application for renewal received 6 June 2011.

(06-4186)

Exploration Licence No. 6799, ST BARBARA LIMITED (ACN 009 165 066), area of 20 units. Application for renewal received 2 June 2011.

(07-0110)

Exploration Licence No. 6802, CLANCY EXPLORATION LIMITED (ACN 105 578 756), area of 24 units. Application for renewal received 3 June 2011.

(07-0148)

Exploration Licence No. 6813, PLATSEARCH NL (ACN 003 254 395), area of 15 units. Application for renewal received 2 June 2011.

(11-3034)

Coal Lease No. 316 (Act 1973), WHITEHAVEN COAL MINING LIMITED (ACN 086 426 253), area of 4772 hectares. Application for renewal received 1 June 2011.

(11-3032)

Coal Lease No. 375 (Act 1973), ASTON COAL 2 PTY LTD (ACN 139 472 567), area of 4154 hectares. Application for renewal received 1 June 2011.

(11-3020)

Coal Lease No. 379 (Act 1973), METROPOLITAN COLLIERIES PTY. LTD. (ACN 003 135 635), area of 59.82 hectares. Application for renewal received 1 June 2011.

CHRIS HARTCHER, M.P.,  
Minister for Resources and Energy

#### RENEWAL OF CERTAIN AUTHORITIES

NOTICE is given that the following authorities have been renewed:

(10-5961)

Exploration Licence No. 6003, BIG ISLAND MINING PTY LTD (ACN 112 787 470), County of St Vincent, Map Sheet (8826, 8827), area of 29 units, for a further term until 2 October 2012. Renewal effective on and from 6 June 2011.

(06-0224)

Exploration Licence No. 6630, THOMSON RESOURCES LTD (ACN 138 358 728), County of Fitzgerald, Map Sheet (7637), area of 70 units, for a further term until 6 September 2012. Renewal effective on and from 30 May 2011.

(06-0230)

Exploration Licence No. 6631, THOMSON RESOURCES LTD (ACN 138 358 728), Counties of Fitzgerald and Killara, Map Sheet (7636, 7637, 7736), area of 78 units, for a further term until 6 September 2012. Renewal effective on and from 31 May 2011.

(06-0249)

Exploration Licence No. 6646, THOMSON RESOURCES LTD (ACN 138 358 728), County of Fitzgerald, Map Sheet (7537), area of 56 units, for a further term until 12 October 2012. Renewal effective on and from 1 June 2011.

(06-0248)

Exploration Licence No. 6664, THOMSON RESOURCES LTD (ACN 138 358 728), County of Fitzgerald, Map Sheet (7536, 7537, 7636, 7637), area of 68 units, for a further term until 20 November 2012. Renewal effective on and from 30 May 2011.

(06-0082)

Exploration Licence No. 6716, OROYA MINING LIMITED (ACN 009 146 794), County of Auckland, Map Sheet (8823, 8824), area of 41 units, for a further term until 6 February 2013. Renewal effective on and from 27 May 2011.

CHRIS HARTCHER, M.P.,  
Minister for Resources and Energy

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**WITHDRAWAL OF APPLICATION FOR RENEWAL**

NOTICE is given that the application for renewal in respect of the following authority has been withdrawn:

(T08-0056)

Exploration Licence No. 7219, PANGAEA MINERALS PTY LIMITED (ACN 120 631 316), Counties of Barrona and Irrara, Map Sheet (7738, 7838), area of 141 units. The authority ceased to have effect on 1 June 2011.

CHRIS HARTCHER, M.P.,  
Minister for Resources and Energy

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**LANDS**

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**ARMIDALE CROWN LANDS OFFICE**  
**108 Faulkner Street (PO Box 199A), Armidale NSW 2350**  
**Phone: (02) 6770 3100 Fax (02) 6771 5348**

**NOTIFICATION OF CLOSING OF ROAD**

IN pursuance of the provisions of the Roads Act 1993, the road hereunder described is closed and the land comprised therein ceases to be a public road and the rights of passage and access that previously existed in relation to the road are extinguished. On road closing, title to the land comprising the former public road vests in the body specified in the Schedule hereunder.

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

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Description

*Land District – Inverell; LGA – Inverell*

Road Closed: Lot 1, DP 1157679 at Ashford, Parish Ashford, County Arrawatta. File Reference: AE05H250

Schedule

On closing, the land within Lot 1, DP 1157679 remains vested in the State of New South Wales as Crown land.

**DUBBO CROWN LANDS OFFICE**  
**45 Wingewarra Street (PO Box 1840), Dubbo NSW 2830**  
**Phone: (02) 6883 3300 Fax: (02) 6884 2067**

**NOTIFICATION OF CLOSING OF ROADS**

IN pursuance of the provisions of the Roads Act 1993, the roads hereunder specified are closed and the lands comprised therein are freed and discharged from any rights of the public or any other person to the same as highways.

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

Description

*Local Government Area – Cabonne*  
*Land District – Wellington*

Lot 1, DP 1141061, Parish of Boomey, County of Wellington (not being land under the Real Property Act).  
File No.: DB05H59.

Note: On closing, the title for Lot 1 shall vest in the State of New South Wales as Crown land.

**GRAFTON OFFICE**  
**76 Victoria Street (PO Box 272), Grafton NSW 2460**  
**Phone: (02) 6640 3400 Fax: (02) 6642 5375**

**APPOINTMENT OF TRUST BOARD MEMBERS**

PURSUANT to section 93 of the Crown Lands Act 1989, the persons whose names are specified in Column 1 of the Schedule hereunder are appointed, for the terms of office specified in that Column, as members of the trust board for the reserve trust specified opposite thereto in Column 2, which has been established and appointed as trustee of the reserve referred to opposite thereto in Column 3 of the Schedule.

KATRINA HODGKINSON,  
Minister for Primary Industries

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Anthony James WALL (new member) Elizabeth WADE (new member) Laura NOBLE (new member) Kevin NOBLE (new member) Lloyd WALL (new member) William Henry SKELLY (re-appointment) Anthony WADE (re-appointment) For a term commencing the date of this notice and expiring 9 June 2016.	Halfway Creek Community Reserve Trust	Reserve No. 140086 Public Purpose: Public recreation, environmental protection, community purposes Notified: 1 October 1993 File Reference: GF93R60

**ROADS ACT 1993 – ORDER**

Transfer of a Crown Road to a Council

IN pursuance of the provisions of section 151, Roads Act 1993, the Crown roads specified in Schedule 1 is hereby transferred to the Roads Authority specified in Schedule 2 hereunder, as from the date of publication of this notice and as from the date, the road specified in Schedule 1, ceases to be Crown road.

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

SCHEDULE 1

*Parish – Orara; County – Fitzroy  
Shire – Coffs Harbour City Council*

Crown Public road in two parts, north of Lot 1252, DP 1135040 and western most 30 metres of road south of Lot 54, DP 806137 commencing at the southwest corner of that lot. Width to be transferred: Whole width.

SCHEDULE 2

Roads Authority: Coffs Harbour City Council. Council's Reference: 2761519 (DA 685/09). DPI. Reference: 07/5020.

**ROADS ACT 1993 – ORDER**

Transfer of a Crown Road to a Council

IN pursuance of the provisions of section 151, Roads Act 1993, the Crown roads specified in Schedule 1 is hereby transferred to the Roads Authority specified in Schedule 2 hereunder, as from the date of publication of this notice and as from the date, the road specified in Schedule 1, ceases to be Crown road.

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

SCHEDULE 1

*Parish – Bligh; County – Fitzroy  
Shire – Bellingen Shire Council*

Public road west of Section D, DP 8667, Gatenby Street, Section C, DP 8667 and Laneway; Public road west and south of DP 5939 and south of Lot 13, DP 261537. Road is identified as Hollibone Street. Width to be transferred: Whole width.

SCHEDULE 2

Roads Authority: Bellingen Shire Council. Council's Reference: L9815. LPMA Reference: 11/00891

**ROADS ACT 1993 – ORDER**

Transfer of a Crown Road to a Council

IN pursuance of the provisions of section 151, Roads Act 1993, the Crown roads specified in Schedule 1 is hereby transferred to the Roads Authority specified in Schedule 2 hereunder, as from the date of publication of this notice and as from the date, the road specified in Schedule 1, ceases to be Crown road.

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

SCHEDULE 1

*Parish – Woolgoolga; County – Fitzroy  
Shire – Coffs Harbour City Council*

Crown roads (in two parts), being Newmans Road from the Pacific Highway through to Lot 12, DP 242839 and an unnamed road commencing at Newmans Road travelling south to Woolgoolga Creek, located east of Lot 22, DP 1036615. Transfer includes all intersections. Width to be transferred: Whole width

SCHEDULE 2

Roads Authority: Coffs Harbour City Council. Council's Reference: 1368105 (Planning). LPMA Reference: GF06H507



**NOTIFICATION OF CLOSING OF ROAD**

IN pursuance of the provisions of the Roads Act 1993, the road hereunder described is closed and the land comprised therein ceases to be a public road and the rights of passage and access that previously existed in relation to the road are extinguished. On road closing, title to the land comprising the former public road vests in the body specified in the Schedule hereunder.

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

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Description

*Land District – Casino; L.G.A. – Kyogle*

Road Closed: Lot 1, DP 1152389 at Mummulgum and Dyraaba, Parish Dyraaba, County Rous. File No.: GF06 H 453.

Schedule

On closing, the land within Lot 1, DP 1152389 remains vested in the State of New South Wales as Crown Land.

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Description

*Land District – Bellingen; L.G.A. – Coffs Harbour*

Road Closed: Lot 1, DP 1129109 at Boambee, Parish Bonville, County Raleigh. File No.: GF05 H 364.

Schedule

On closing, the land within Lot 1, DP 1129109 remains vested in the State of New South Wales as Crown Land.

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Description

*Land District – Grafton; L.G.A. – Clarence Valley*

Road Closed: Lot 1, DP 1132972 at Jacky Bulbin Flat, Parish Tabbimoble, County Richmond. File No.: GF05 H 249.

Schedule

On closing, the land within Lot 1, DP 1132972 remains vested in the State of New South Wales as Crown Land.

**ROADS ACT 1993 – ORDER**

## Transfer of a Crown Road to a Council

IN pursuance of the provisions of section 151, Roads Act 1993, the Crown roads specified in Schedule 1 is hereby transferred to the Roads Authority specified in Schedule 2 hereunder, as from the date of publication of this notice and as from the date, the road specified in schedule 1, ceases to be Crown road.

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries.

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SCHEDULE 1

*Parish – Great Marlow; County – Clarence  
Shire – Clarence Valley Council*

Crown road west of Lot 73, 79 and 80, DP 751371 including the intersection with Trenayr Road. Width to be transferred: Whole width.

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SCHEDULE 2

Roads Authority: Clarence Valley Council. Council's Reference: Arterial Road – Junction Hill By-Pass. LPMA Reference: 08/7904.

**GRIFFITH OFFICE**  
**2nd Floor, Griffith City Plaza,**  
**120–130 Banna Avenue (PO Box 1030), Griffith NSW 2680**  
**Phone: (02) 6960 3600 Fax: (02) 6962 5670**

**ESTABLISHMENT OF RESERVE TRUST**

PURSUANT to section 92 (1) of the Crown Lands Act 1989, the reserve trust specified in Column 1 of the Schedule hereunder, is established under the name stated in that Column and is appointed as trustee of the reserve specified opposite thereto in Column 2 of the Schedule.

KATRINA HODGKINSON, M.P.,  
 Minister for Primary Industries

**SCHEDULE**

<i>Column 1</i>	<i>Column 2</i>
West Griffith Reserve Trust.	Reserve No.: 1032848. Public Purpose: Public recreation and environmental protection. Notified: This day. File No.: 11/03579.

**APPOINTMENT OF CORPORATION TO MANAGE RESERVE TRUST**

PURSUANT to section 95 of the Crown Lands Act 1989, the corporation specified in Column 1 of the Schedule hereunder, is appointed to manage the affairs of the reserve trust specified opposite thereto in Column 2, which is trustee of the reserve referred to in Column 3 of the Schedule.

KATRINA HODGKINSON, M.P.,  
 Minister for Primary Industries

**SCHEDULE**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Lands Administration Ministerial Corporation.	West Griffith Reserve Trust.	Reserve No.: 1032848. Public Purpose: Public recreation and environmental protection. Notified: This day. File No.: 11/03579.

For a term commencing the date of this notice.

**RESERVATION OF CROWN LAND**

PURSUANT to section 87 of the Crown Lands Act 1989, the Crown Land specified in Column 1 of the Schedule hereunder, is reserved as specified opposite thereto in Column 2 of the Schedule.

KATRINA HODGKINSON, M.P.,  
 Minister for Primary Industries

**SCHEDULE**

<i>Column 1</i>	<i>Column 2</i>
Land District: Mirrool. Local Government Area: Griffith City Council. Locality: Griffith. Lot 7306, DP 1153372, Parish Jondaryan, County Cooper. Lot 217, DP 756035, Parish Ballingall, County Sturt. Lot 7306, DP 1157775, Parish Wyangan, County Cooper. Lot 7305, DP 1157775, Parish Wyangan, County Cooper. Lot 7304, DP 1157779, Parish Wyangan, County Cooper. Area: About 140.7 hectares. File No.: 11/03579.	Reserve No.: 1032848. Public Purpose: Public recreation and environmental protection.

**MAITLAND OFFICE**

**Corner Newcastle Road and Banks Street (PO Box 6), East Maitland NSW 2323**

**Phone: (02) 4937 9306 Fax: (02) 4934 8417**

**NOTIFICATION OF CLOSING OF PUBLIC ROAD**

IN pursuance of the provisions of the Roads Act 1993, the road hereunder described is closed and the land comprised therein ceases to be a public road and the rights of passage and access that previously existed in relation to the road are extinguished. On road closing, title to the land comprising the former public road vests in the body specified in the Schedule hereunder.

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

Description

*Parish – Olney; County – Northumberland;  
Land District – Gosford; L.G.A. – Wyong*

Road Closed: Lot 1, DP 1162175 (not being land under the Real Property Act). File No.: MD05 H 85.

Schedule

On closing, the land within Lot 1, DP 1162175 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Tuggerah; County – Northumberland;  
Land District – Gosford; Local Government Area – Wyong*

Road Closed: Lot 16, DP 1162334 at The Entrance (subject to Right of Carriageway and Easement to Drain Sewage created by DP 1162344). File No.: 10/15566.

Schedule

On closing, the land within Lot 16, DP 1162334 remains vested in Wyong Shire Council as operational land for the purposes of the Local Government Act 1993.

Council's Reference: F2008/01751.

Description

*Parish – Warkworth; County – Northumberland;  
Land District – Singleton; L.G.A. – Singleton*

Road Closed: Lot 2, DP 1153480 (not being land under the Real Property Act). File No.: 07/4476.

Schedule

On closing, the land within Lot 2, DP 1153480 remains vested in the State of New South Wales as Crown Land.

**REVOCATION FOR RESERVATION OF CROWN LAND**

PURSUANT to section 90 (1) of the Crown Lands Act 1989, the reservation of Crown Land specified in Column 1 of the Schedule hereunder, is revoked to the extent specified opposite thereto in Column 2 of the Schedule.

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Land District: Newcastle. Local Government Area: Lake Macquarie. Locality: Catherine Hill Bay. Reserve No.: 755266. Public Purpose: For future public requirements. Notified: 29 June 2007. File No.: 08/1909.	The part being within Lot 1, DP 1151628, Parish Wallarah, County Northumberland. Area: 3.108 hectares.

**ALTERATION OF CORPORATE NAME OF RESERVE TRUST**

PURSUANT to section 92 (3) of the Crown Lands Act 1989, the corporate name of the reserve trust specified in Schedule 1 hereunder, which is trustee of the reserve referred to in Schedule 2, is altered to the corporate name specified in Schedule 3.

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

SCHEDULE 1

R98038 Dummy Reserve Trust.

SCHEDULE 2

Reserve No.: 98038.  
Public Purpose: Tourist Information Centre.  
Notified: 27 December 1985.  
File No.: MD93 R 26.

SCHEDULE 3

Scone Tourist Information Centre (R98038) Reserve Trust.

**NOWRA OFFICE**  
**5 O’Keefe Avenue (PO Box 309), Nowra NSW 2541**  
**Phone: (02) 4428 9100 Fax: (02) 4421 2172**

**NOTIFICATION OF CLOSING OF ROAD**

IN pursuance of the provisions of the Roads Act 1993, the road hereunder described is closed and the land comprised therein ceases to be public road and the rights of passage and access that previously existed in relation to the road are extinguished. On road closing, title to the land comprising the former public road vests in the body specified in the Schedule hereunder.

KATRINA HODGKINSON, M.P.,  
 Minister for Primary Industries

Description

*Parish – Moruya; County – Dampier;*  
*Land District – Moruya;*  
*Local Government Area – Eurobodalla*

Road Closed: Lot 1, DP 1165200 at Moruya. File No.: 10/15949.

Schedule

On closing, the land within Lot 1, DP 1165200 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Jerricknorra; County – St Vincent;*  
*Land District – Braidwood;*  
*Local Government Area – Palerang*

Road Closed: Lot 1, DP 1163866 at Oallen. File No.: GB05 H 504.

Schedule

On closing, the land within Lot 1, DP 1163866 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Meringo; County – Auckland;*  
*Land District – Bega;*  
*Local Government Area – Bega Valley*

Road Closed: Lot 1, DP 1164391 at Numbugga. File No.: 10/14249.

Schedule

On closing, the land within Lot 1, DP 1164391 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Pickering; County – Wellesley;*  
*Land District – Bombala;*  
*Local Government Area – Bombala*

Road Closed: Lot 1, DP 1164440 at Buckalong. File No.: GB06 H 36.

Schedule

On closing, the land within Lot 1, DP 1164440 remains vested in the State of New South Wales as Crown Land.

**ORANGE OFFICE**  
**92 Kite Street (PO Box 2146), Orange NSW 2800**  
**Phone: (02) 6391 4000 Fax: (02) 6362 3896**

**APPOINTMENT OF TRUST BOARD MEMBERS**

PURSUANT to section 93 of the Crown Lands Act 1989, the persons whose names are specified in Column 1 of the Schedule hereunder, are appointed for the terms of office specified, as members of the trust board for the reserve trust specified opposite thereto in Column 2, which has been established and appointed as trustee of the reserve referred to opposite thereto in Column 3 of the Schedule.

KATRINA HODGKINSON, M.P.,  
 Minister for Primary Industries

SCHEDULE

Column 1	Column 2	Column 3
Stephen GOUGH (new member), Sharon CANTRELL (new member), Alf CANTRELL (new member), David BERNEY (new member).	Buckinbah Creek (R87334) Reserve Trust.	Reserve No.: 87334. Public Purpose: Public recreation. Notified: 15 August 1969. File No.: 11/05225.

Term of Office

For a term commencing the date of this notice and expiring 9 June 2016.

**ERRATUM**

IN the notice appearing in the *New South Wales Government Gazette* of the 24 September 1982, Folios 4520-4521, under the heading "Notification under the Public Roads Act 1902, of resumptions and withdrawals of lands for roads, resumptions and withdrawals of severed lands, of declaration of roads to be public roads and of closing of roads", include in the description under "Parish Eugowra, County Ashburnham, Land District Forbes, Shire Cabonne" - Land resumed for road: Lot 2. File No.: OE82 H 722.

KATRINA HODGKINSON, M.P.,  
 Minister for Primary Industries

**NOTIFICATION OF CLOSING OF PUBLIC ROAD**

IN pursuance of the provisions of the Roads Act 1993, the road hereunder described is closed and the land comprised therein ceases to be a public road and the rights of passage and access that previously existed in relation to the road are extinguished. On road closing, title to the land comprising the former public road vests in the body specified in the Schedule hereunder.

KATRINA HODGKINSON, M.P.,  
 Minister for Primary Industries

Description

*Parish – Shadforth; County – Bathurst;  
 Land District – Orange; L.G.A. – Orange*

Road Closed: Lot 1, DP 1164606 (not being land under the Real Property Act). File No.: CL/00495.

Schedule

On closing, the land within Lot 1, DP 1164606 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Nanima; County – Forbes;  
 Land District – Forbes; L.G.A. – Forbes*

Road Closed: Lot 1, DP 1159635 (not being land under the Real Property Act). File No.: OE05 H 77.

Schedule

On closing, the land within Lot 1, DP 1159635 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Nanima; County – Forbes;  
 Land District – Forbes; L.G.A. – Forbes*

Road Closed: Lot 1, DP 1159633 (not being land under the Real Property Act). File No.: OE05 H 77.

Schedule

On closing, the land within Lot 1, DP 1159633 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Mount Pleasant; County – Bathurst;  
 Land District – Bathurst*

Road Closed: Lot 8 in Deposited Plan 1165068. File No.: 10/10628.

Schedule

On closing, the land within Lot 8 in DP 1165068 remains vested in Bathurst Regional Council as operational land for the purposes of the Local Government Act 1993.

Council Reference: 25.00172-05.

**ROADS ACT 1993**

**ORDER**

Transfer of Crown Road to Council

IN pursuance of the provisions of section 151, Roads Act 1993, the Crown public roads specified in Schedule 1 are transferred to the Roads Authority specified in Schedule 2 hereunder, as from the date of publication of this notice and as from that date, the roads specified in Schedule 1 cease to be Crown public roads.

KATRINA HODGKINSON, M.P.,  
 Minister for Primary Industries

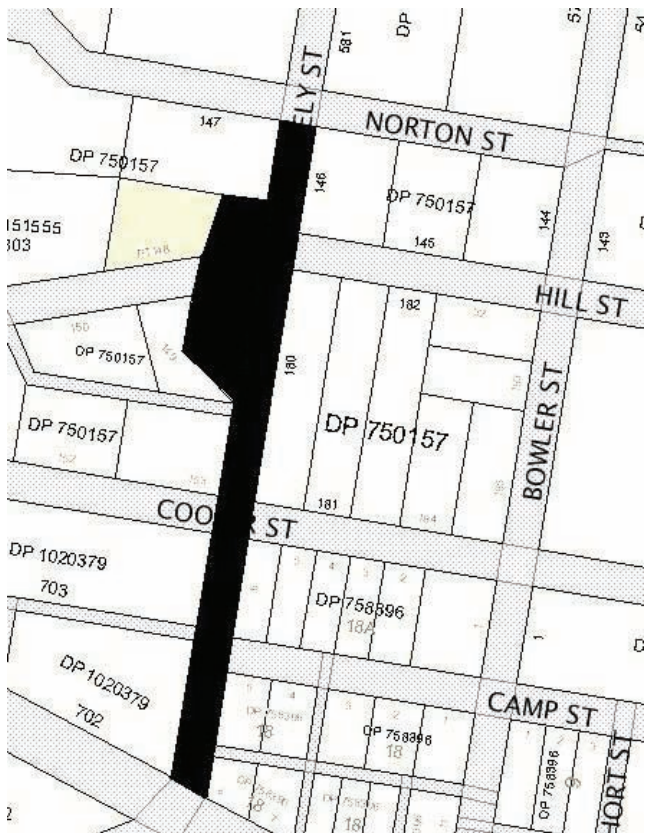
SCHEDULE 1

*Parish – Eugowra; County – Ashburnham;  
 Land District – Forbes*

Road known as Icely Street, Eugowra – extending from that part east Lot 702, DP 1020379 north to that part east Lot 147, DP 750157; Road known as Hill Street – that part intersecting with Icely Street heading westerly to the boundary with Lots PT148 and 149, DP 750157 and Lots 1 and 2, DP 44120 (resumed as road).

SCHEDULE 2

Roads Authority: Cabonne Council.  
 LPMA File: 11/06420.  
 Council Reference: 228196.



ROADS ACT 1993

ORDER

Transfer of Crown Road to Council

IN pursuance of the provisions of section 151, Roads Act 1993, the Crown public roads specified in Schedule 1 are transferred to the Roads Authority specified in Schedule 2 hereunder, as from the date of publication of this notice and as from that date, the roads specified in Schedule 1 cease to be Crown public roads.

KATRINA HODGKINSON, M.P.,  
 Minister for Primary Industries

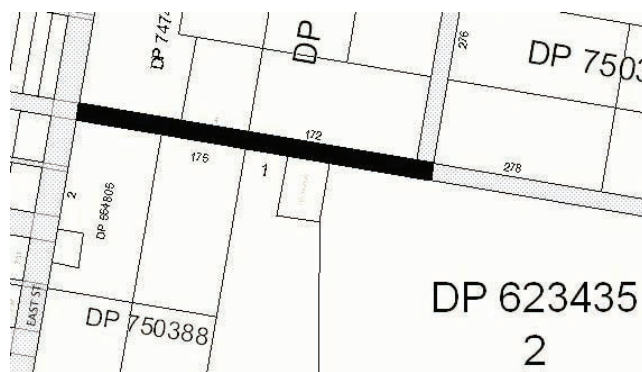
SCHEDULE 1

*Parish – Kenilworth; County – Bathurst;  
 Land District – Cowra*

Road north Lot 2, DP 554805; Lot 175, DP 750388; Lot 1, DP 823435; Lot 1, DP 382774 and part north Lot 2, DP 623453 extending westerly from the western boundary of Lot 278, DP 750388.

SCHEDULE 2

Roads Authority: Cowra Shire Council.  
 LPMA File: 11/06393.



ROADS ACT 1993

ORDER

Transfer of Crown Road to Council

IN pursuance of the provisions of section 151, Roads Act 1993, the Crown public roads specified in Schedule 1 are transferred to the Roads Authority specified in Schedule 2 hereunder, as from the date of publication of this notice and as from that date, the roads specified in Schedule 1 cease to be Crown public roads.

KATRINA HODGKINSON, M.P.,  
 Minister for Primary Industries

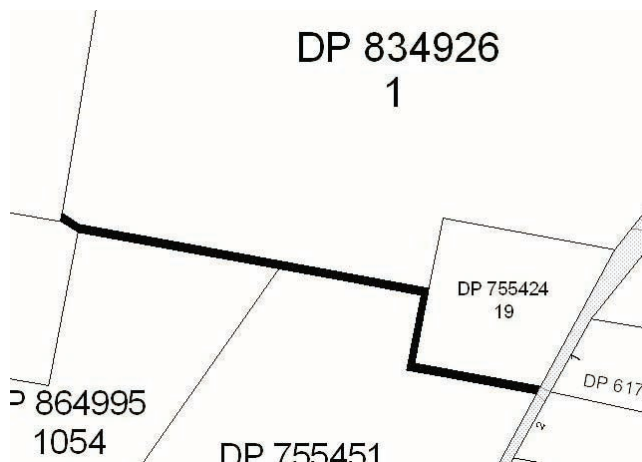
SCHEDULE 1

*Parish – Cooyal; County – Phillip;  
 Land District – Mudgee*

Road south Lot 1, DP 834926; west and south Lot 19, DP 755424.

SCHEDULE 2

Roads Authority: Mid-Western Regional Council.  
 LPMA File: 11/02592.  
 Council Reference: R0790027 and R0073001.



**TAMWORTH OFFICE****25-27 Fitzroy Street (PO Box 535), Tamworth NSW 2340****Phone: (02) 6764 5100 Fax: (02) 6766 3805****NOTIFICATION OF CLOSING OF A ROAD**

IN pursuance to the provisions of the Roads Act 1993, the road hereunder specified is closed and the land comprised therein ceases to be a public road and the rights of passage and access that previously existed in relation to the road are extinguished.

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

## Description

*Locality – Manilla; Land District – Tamworth;  
L.G.A. – Tamworth Regional*

Road Closed: Lot 1 in Deposited Plan 1165197, Parish Manilla, County Darling. File No.: 09/19050.

Note: On closing, title to the land comprised in Lot 1 will remain vested in the State of New South Wales as Crown Land.

## Description

*Locality – Mayvale; Land District – Tamworth;  
L.G.A. – Tamworth Regional*

Road Closed: Lot 1 in Deposited Plan 1164495, Parish Borinde, County Darling. File No.: 07/1212.

Note: On closing, title to the land comprised in Lot 1 will remain vested in the State of New South Wales as Crown Land.

## Description

*Locality – Nundle; Land District – Tamworth;  
L.G.A. – Tamworth Regional*

Road Closed: Lot 1 in Deposited Plan 1164600, Parish Nundle, County Parry. File No.: 07/1600.

Note: On closing, title to the land comprised in Lot 1 will remain vested in the State of New South Wales as Crown Land.

## Description

*Locality – Ardglen; Land District – Quirindi;  
L.G.A. – Liverpool Plains*

Road Closed: Lot 1 in Deposited Plan 1164494, Parish Temi, County Buckland. File No.: 10/06298.

Note: On closing, title to the land comprised in Lot 1 will remain vested in the State of New South Wales as Crown Land.

## Description

*Locality – Somerton; Land District – Tamworth;  
L.G.A. – Tamworth Regional*

Road Closed: Lot 1 in Deposited Plan 1164601, Parish Bloomfield, County Inglis. File No.: 07/1726.

Note: On closing, title to the land comprised in Lot 1 will remain vested in the State of New South Wales as Crown Land.

## Description

*Locality – Attunga; Land District – Tamworth;  
L.G.A. – Tamworth Regional*

Road Closed: Lot 1 in Deposited Plan 1165188, Parish Attunga, County Inglis. File No.: 07/1546.

Note: On closing, title to the land comprised in Lot 1 will remain vested in the State of New South Wales as Crown Land.

## Description

*Localities – Bundella and Bomera;  
Land District – Quirindi;  
L.G.A. – Warrumbungle and Liverpool Plains*

Road Closed: Lots 1, 2 and 3 in Deposited Plan 1163592, Parishes Clarke, Bundella and Brennan, County Pottinger. File No.: 08/1530.

Note: On closing, title to the land comprised in Lots 1, 2 and 3 will remain vested in the State of New South Wales as Crown Land.

**ERRATUM**

THE notice appearing in the *New South Wales Government Gazette* on Friday, 6 May 2011, Folio 2786, under the heading of "Notification of Closing of a Road" relating to the entry for File Reference: 07/5596 the Lot should read Lot 3 in Deposited Plan 1153333 in lieu of Lot 1 in Deposited Plan 1153333. File No.: 07/5596.

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

**TAREE OFFICE**  
**98 Victoria Street (PO Box 440), Taree NSW 2430**  
**Phone: (02) 6591 3500 Fax: (02) 6552 2816**

**NOTIFICATION OF CLOSING OF PUBLIC ROAD**

IN pursuance of the provisions of the Roads Act 1993, the road hereunder described is closed and the land comprised therein ceases to be a public road and the rights of passage and access that previously existed in relation to the road are extinguished.

KATRINA HODGKINSON, M.P.,  
 Minister for Primary Industries

Description

*Land District – Kempsey;*  
*Local Government Area – Kempsey Shire Council*

Road Closed: Lots 3, 4, and 5, DP 882408 at Belmore River, Parish Kinchela, County Macquarie. File No.: TE96 H 128.

Note: On closing, the lands within Lots 3, 4 and 5 remains vested in Kempsey Shire Council as operational land for the purposes of the Local Government Act 1993.

Council Reference: LA21146.

**NOTIFICATION OF CLOSING OF ROAD**

IN pursuance of the provisions of the Roads Act 1993, the road hereunder described is closed and the land comprised therein ceases to be a public road and the rights of passage and access that previously existed in relation to the road are extinguished. On road closing, title to the land comprising the former public road vests in the body specified in the Schedule hereunder.

KATRINA HODGKINSON, M.P.,  
 Minister for Primary Industries

Description

*Land District – Port Macquarie*  
*LGA – Port Macquarie-Hastings*

Road Closed: Lot 1, DP 1159597 at Cooperabung, Parish Prospect, County Macquarie. File Reference: TE04H110

Schedule

On closing, the land within Lot 1, DP 1159597 remains vested in the State of New South Wales as Crown Land.

Description

*Land District – Taree; LGA – Greater Taree*

Road Closed: Lot 1, DP 1159517 at Marlee, Parish Wingham, County Macquarie. File Reference: TE06H103

Schedule

On closing, the land within Lot 1, DP 1159517 remains vested in the State of New South Wales as Crown Land.

**ROADS ACT 1993**

ORDER

Transfer of Crown Road to a Council

IN pursuance of the provisions of section 151, Roads Act 1993, the Crown road specified in Schedule 1 is transferred to the roads authority specified in Schedule 2 hereunder, as from the date of publication of this notice and as from that date the road specified in Schedule 1 ceases to be a Crown Road.

KATRINA HODGKINSON, M.P.,  
 Minister for Primary Industries

SCHEDULE 1

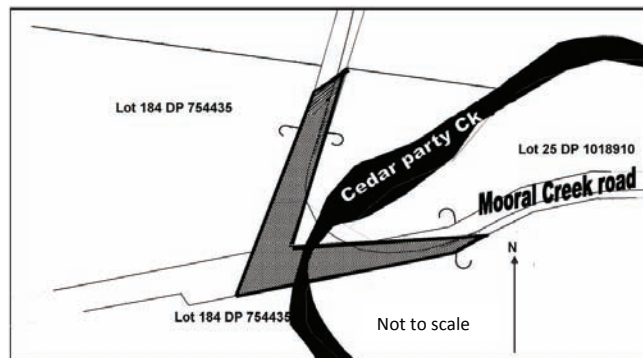
*Parish – Marlee; County – Macquarie;*  
*Locality – Strathcedar;*

*Local Government Area – Greater Taree City Council;*  
*Land District – Taree*

Crown public road being part of Moorak Creek Road as indicated by black hatching on diagram below.

SCHEDULE 2

Roads Authority: Greater Taree City Council. File No.: TE03 H 237.





## WATER

### SYDNEY WATER ACT 1994

Notice of execution of Memorandum of Understanding  
between Sydney Water Corporation and Water  
Administration Ministerial Corporation  
(NSW Office of Water)

A Memorandum of Understanding (MoU) between Sydney Water Corporation and NSW Office of Water is a requirement of the Sydney Water Act 1994. The MoU was revised recently to reflect administrative and other changes. The revised MoU was endorsed by both parties on 1 June 2011 and is now in effect. The MoU provides the foundation for a co-operative relationship within the context of each organisation's statutory and other responsibilities.

The MoU can be downloaded from Sydney Water Corporation's website at [www.sydneywater.com.au](http://www.sydneywater.com.au) under Media and publications.

### WATER ACT 1912

AN application for a licence under section 10 of Part 2 of the Water Act 1912 has been received as follows:

NAMBUCCA SHIRE COUNCIL for a Dam and a diversion pipe on Bowra Creek on Lots 3, 4 & 6, DP 1076377, Parish Missabotti, County Raleigh, for conservation of water for Town Water Supply purposes (Reference 30SL067140).

Any inquiries should be directed to (02) 6641 6500. Written objections to the application specifying the grounds thereof must be lodged with the NSW Office of Water, Locked Bag 10, Grafton NSW 2460 within 28 days of the date of this publication. GA1819524

PETER HACKETT,  
Licensing Officer

### WATER ACT 1912

APPLICATION for a licence under Part 2 of the Water Act 1912 being within a Proclaimed (declared) Local Area under section 5 (4) of the Act.

An application for a license under section 10 of Part 2 of the Water Act has been received as follows:

#### *Lachlan River Valley*

Mark Andrew & Anne Josephine WARD, for 1 x pump on Belubula River, on Lot 82, DP 750356, Parish Bangaroo, County Bathurst, for irrigation purposes (replacement licence – permanent transfer of water) (Ref:70SL091145)

APPLICATION for an authority under Part 2 of the Water Act 1912 being within a Proclaimed (declared) Local Area under section 5 (4) of the Act.

An application for an authority under section 20 of Part 2 of the Water Act has been received as follows:

#### *Lachlan River Valley*

Mark Andrew WARD, Anne Josephine WARD, Jammie Christopher Thomas BARCLAY & Kate BARCLAY, for 1 x pump on the Belubula River on Lot 136, DP 750368, Parish Canowindra, County Bathurst, water supply for irrigation and stock & domestic purposes (replacement licence – permanent transfer of existing entitlement) (Ref: 70SA009626)

Any inquiries should be directed to (02) 6850 2807 objections specifying grounds thereof, may be made by any statutory authority or local occupier within the proclaimed local area whose interests may be effected, must be lodged with the NSW Office of Water, PO Box 291, Forbes NSW 2871 within 28 days of the date of this publication. GA1819526

LYN GORHAM,  
Licensing Manager

### WATER ACT 1912

AN application for a licence, under the section 10 of Part 2 of the Water Act 1912, as amended, has been received as follows:

Charles and Ann ZAHRA for two (2) existing bywash dams and two (2) pumps on an Unnamed Watercourse (2nd order) on Lot 52, DP 773133, Parish of Bargo, County of Camden, for the conservation of water and irrigation of 9.0 hectares (vegetables) (existing dams in excess of MHRDC) (not subject to the 2003 amended Hawkesbury/Nepean Embargo) (Ref: 10SL057037)

Charles and Ann ZAHRA for two (2) existing bywash dams and two (2) pumps on an Unnamed Watercourse (1st order) on Lot 1, DP 585885, Parish of Couridjah, County of Camden, for the conservation of water and irrigation of 9.0 hectares (vegetables) (existing dams in excess of MHRDC) (not subject to the 2003 amended Hawkesbury/Nepean Embargo) (Ref:10SL057038)

Any inquiries regarding the above should be directed to the undersigned (phone: 9895 7194).

Written objections specifying grounds thereof must be lodged with the Department within 28 days of the date of this publication. GA1819527

WAYNE CONNERS,  
Natural Resource Project Officer

### WATER ACT 1912

AN application for a licence under Part 5, section 113 of the Water Act 1912 has been received as follows:

Mark Joseph FRAZER and Ben Joseph FRAZER for a bore in the Peel Fractured Rock Groundwater Management Area on Lot 21, DP 843827, Parish Warral, County Parry, for irrigation of 20 hectares (pasture, lucerne) (new licence) (Reference: 90BL252756)

Any inquiries should be directed to (02) 6701 9620. Written objections from any local occupier or statutory authority, specifying grounds and how their interests are affected, must be lodged with the NSW Office of Water, PO Box 550, Tamworth NSW 2340 within 28 days of this publication. GA1819528

DAVID THOMAS,  
Senior Licensing Officer

**WATER ACT 1912**

APPLICATIONS under Part 2 within a Proclaimed (declared) Local Area under section 5 (4) of the Water Act 1912. Applications for a license under section 10 for works within a proclaimed (declared) local area as generally described hereunder have been received from:

GLENFERRIE PTY LTD for two 300mm pumps on Lot 3, DP 717627, Parish of Indi, County of Selwyn, for irrigation and stock purposes. This is an application for a replacement licence due to a permanent transfer. (50SL075734)

Any inquiries should be directed to (02) 6024 8859. Written objections, from any local occupier or statutory authority, specifying grounds and how their interests are affected, must be lodged with the NSW Office of Water, PO Box 829, Albury NSW 2640, within 28 days of this publication. GA1819531

CLARE PURTLE,  
Licensing Officer

**WATER ACT 1912**

AN application under Part 2 of the Water Act 1912, being within a Proclaimed (Declared) Local Area under section 5 (4) of the Act. An application for a licence, under section 10 of Part 2 of the Water Act 1912, has been received as follows:

*Murray River Valley*

Kevin Michael FINN and Sandra Marion Anne FINN for a 200mm pump on Tumudgery Creek on Lot 1, DP 756267, Parish Colimo, County Townsend, for irrigation use (replacement licence due to permanent transfer). (Ref: 50SL075736).

Any inquiries regarding the above should be directed to the undersigned on (03) 5898 3900. Written objections, specifying grounds, must be lodged with the NSW Office of Water, PO Box 205, Deniliquin NSW 2710, within 28 days of the date of this publication. GA1819533

LINDSAY HOLDEN,  
Senior Licensing Officer

# Roads and Traffic Authority

## ROAD TRANSPORT (GENERAL) ACT 2005

Notice under Clause 20 the Road Transport (Mass, Loading and Access) Regulation 2005

ALBURY CITY COUNCIL, in pursuance of Division 4 of Part 2 of the Road Transport (Mass, Loading, Access) Regulation 2005, by this Notice, specify the routes and areas on or in which 25 metre B-Doubles may be used subject to any requirements or conditions set out in the Schedule.

Date: 29 March 2011.

Mr LES TOMICH,  
General Manager,  
Albury City Council  
(by delegation from the Minister for Roads)

### SCHEDULE

#### 1. Citation

This Notice may be cited as Albury City Council 25 Metre B-Double Route Notice No. 1/2011.

#### 2. Commencement

This Notice takes effect on the date of publication in the *NSW Government Gazette*.

#### 3. Effect

This Notice remains in force until 30 June 2011 unless it is amended or repealed earlier.

#### 4. Application

This Notice applies to those 25 Metre B-Double vehicles which comply with Schedule 1 of the Road Transport (Mass, Loading and Access) Regulation 2005 and Schedule 2 of the Road Transport (Vehicle Registration) Regulation 2007.

#### 5. Routes

<i>Type</i>	<i>Road No.</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
25	000	Olive Street	Nurigong Street	Panmure Street	Expires 30 June 2011
25	001	Nurigong Street	566 Nurigong Street	Olive Street	Expires 30 June 2011

**ROAD TRANSPORT (GENERAL) ACT 2005**

Notice under Clause 20 of the Road Transport (Mass, Loading and Access) Regulation 2005

PARKES SHIRE COUNCIL, in pursuance of Division 4 of Part 2 of the Road Transport (Mass, Loading, Access) Regulation 2005, by this Notice, specify the routes and areas on or in which 25 metre B-Doubles/Road Train may be used subject to any requirements or conditions set out in the Schedule.

Dated: 6 June 2011.

KENT BOYD,  
General Manager,  
Parkes Shire Council  
(by delegation from the Minister for Roads)

**SCHEDULE****1. Citation**

This Notice may be cited as Parkes Shire Council 25 Metre B-Double Notice No. 2/2011.

**2. Commencement**

This Notice takes effect on the date of gazettal.

**3. Effect**

This Notice remains in force until 24 June 2011 unless it is amended or repealed earlier.

**4. Application**

This Notice applies to those 25 Metre B-Double/Road Train vehicles which comply with Schedule 1 of the Road Transport (Mass, Loading and Access) Regulation 2005 and Schedule 2 of the Road Transport (Vehicle Registration) Regulation 2007.

**5. Routes**

<i>Type</i>	<i>Road No.</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
25.	000.	Woodward Street, Parkes.	Forbes Road (Newell Highway), Parkes.	East Street, Parkes.	50 km/h speed limit. Travel not permitted on school days between 8am and 9am and between 3.00pm and 4.00pm.

**ROAD TRANSPORT (GENERAL) ACT 2005**

Notice under Clause 20 of the Road Transport (Mass, Loading and Access) Regulation 2005

PARKES SHIRE COUNCIL, in pursuance of Division 4 of Part 2 of the Road Transport (Mass, Loading, Access) Regulation 2005, by this Notice, specify the routes and areas on or in which 25 metre B-Doubles/Road Train may be used subject to any requirements or conditions set out in the Schedule.

Dated: 6 June 2011.

KENT BOYD,  
General Manager,  
Parkes Shire Council  
(by delegation from the Minister for Roads)

**SCHEDULE****1. Citation**

This Notice may be cited as Parkes Shire Council 25 Metre B-Double Notice No. 3/2011.

**2. Commencement**

This Notice takes effect on the date of gazettal.

**3. Effect**

This Notice remains in force until 30 September 2015 unless it is amended or repealed earlier.

**4. Application**

This Notice applies to those 25 Metre B-Double vehicles which comply with Schedule 1 of the Road Transport (Mass, Loading and Access) Regulation 2005 and Schedule 2 of the Road Transport (Vehicle Registration) Regulation 2007.

**5. Routes**

<i>Type</i>	<i>Road No.</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
25.	40.	Myall Tree Lane, Parkes Shire.	MR350.	For 100m east, Terminating at property entrance "Warregal".	Speed Restriction 80km/h. Access prohibited 7.30am to 9am and 3pm to 4.30pm on school days.
25.	87.	Glenara Lane, Parkes Shire.	Clipsham Road (SR76a).	Rural property "Coradgery" 5.7km from SR76.	During periods of wet weather, Parkes Shire Council to be consulted regarding possible road closures.

## Other Notices

### APPRENTICESHIP AND TRAINEESHIP ACT 2001

NOTICE is given that the Commissioner for Vocational Training has made a Vocational Training Order for the recognised trade vocation of Watch and Clock Service and Repair, under section 6 of the Apprenticeship and Traineeship Act 2001.

The Order specifies a number of matters relating to the required training for this vocation, including the term/s of training, probationary period/s, and course/s of study to be undertaken.

The Order will take effect from the date of publication in the *NSW Government Gazette*.

A copy of the Order may be inspected at any State Training Services Regional Office of the Department of Education and Training or on the Internet at [https://www.training.nsw.gov.au/cib\\_vto/cibs/cib\\_501.html](https://www.training.nsw.gov.au/cib_vto/cibs/cib_501.html)

### ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of Incorporation Pursuant to Section 76

TAKE notice that the incorporation of the following associations is cancelled by this notice pursuant to section 76 of the Associations Incorporation Act 2009.

Cancellation is effective as at the date of gazettal.

Gypsy Jokers MC (Sydney) Incorporated – Inc9881371  
 Redfern All Blacks J.R.F.C Incorporated – Inc9884159  
 Fraser Park Futsal Association Incorporated – Inc9889940  
 Mid West Model Railroaders Incorporated – Inc9889678  
 China Wenzhou (Australia) Association of Commerce Incorporated – Inc9881231  
 Metro Kids Services Incorporated – Inc9883064  
 Appin, Wilton & Douglas Park Neighbourhood Centre Incorporated – Y1707328  
 Help A Teacher Incorporated – Inc9890790  
 Indy 250 Offroad Racing Incorporated – Inc9892052  
 South Asian Welfare Association of Australia Incorporated – Inc9891799  
 Sydney Great Vision Church Incorporated – Inc9885422  
 Spanish Official Chamber of Commerce in Australia Incorporated – Y2417725

Dated this 2nd day of June 2011.

ROBYNE LUNNEY,  
 A/Manager, Financial Analysis Branch,  
 Registry of Co-operatives & Associations,  
 Office of Fair Trading,  
 Department of Finance & Services

### COMPANION ANIMALS REGULATION 2008

#### ORDER

Organisations Approved by the Chief Executive,  
 Local Government Under Clause 16 (d) of the  
 Companion Animals Regulation 2008

PURSUANT to clause 16 (d) of the Companion Animals Regulation 2008, the organisation listed in Schedule 1 is hereby approved, subject to the conditions contained in Schedule 2.

#### SCHEDULE 1

<i>Name of organisation</i>	<i>Address of organisation</i>	<i>Name of contact officer for organisation</i>
Cat Defence Network Inc	15 Kemp Street, Granville NSW 2142	Ms Susan Pasmik

#### SCHEDULE 2

1. The exemption under clause 16 (d) of the Companion Animals Regulation 2008 from the requirements of section 9 of the Companion Animals Act 1998 only applies to an animal in the custody of an organisation listed in Schedule 1 if the organisation is holding that animal for the sole purpose of re-housing the animal with a new owner.
2. The exemption under clause 16 (d) of the Companion Animals Regulation 2008 from the requirements of section 9 of the Companion Animals Act 1998 only applies to an animal in the custody of an organisation listed in Schedule 1 if the organisation maintains appropriate records that show compliance with the Companion Animals Act 1998, Companion Animals Regulation 2008 and the Guidelines for Approval to be an Organisation Exempt from Companion Animal Registration under clause 16 (d) of the Companion Animals Regulation 2008.
3. The exemption under clause 16 (d) of the Companion Animals Regulation 2008 from the requirements of section 9 of the Companion Animals Act 1998 only applies to an animal in the custody of an organisation listed in Schedule 1 if the organisation maintains a register that is made available to the relevant local council and the Division of Local Government, Department of Premier and Cabinet as requested. The Register must list the names of all carers involved in the rehoming of animals and the locations of all animals received under the exemption while in the custody of the organisation.
4. The exemption under clause 16 (d) of the Companion Animals Regulation 2008 from the requirements of section 9 of the Companion Animals Act 1998 expires five years from the date of this order, unless revoked or varied at an earlier time.

Date: 2 June 2011.

ROSS WOODWARD,  
 Chief Executive, Local Government,  
 Delegate of the Director General,  
 Department of Premier and Cabinet

### CO-OPERATIVES ACT 1992

Notice Under Section 601AB of the Corporations Act 2001 as Applied by Section 325 of the Co-Operatives Act 1992

NOTICE is hereby given that the Co-operative mentioned below will be deregistered when two months have passed since the publication of this notice:

#### BENGAL CO-OPERATIVE LIMITED

Dated this second day of June 2011.

R. LUNNEY,  
 Delegate of the Registrar of Co-Operatives

**CO-OPERATIVES ACT 1992**

Notice Under Section 601AB of the Corporations Act 2001 as Applied by Section 325 of the Co-Operatives Act 1992

NOTICE is hereby given that the Co-operative mentioned below will be deregistered when two months have passed since the publication of this notice:

ANDROMEDA SPACEWAYS PUBLISHING  
CO-OPERATIVE LIMITED

Dated this eighth day of June 2011.

R. LUNNEY,  
Delegate of the Registrar of Co-Operatives

**CO-OPERATIVES ACT 1992**

Notice Under Section 601AC of the Corporations Act 2001 as Applied by Section 325 of the Co-Operatives Act 1992

NOTICE is hereby given that the Co-operative mentioned below will be deregistered when three months have passed since the publication of this notice:

MACLEAY ABORIGINAL HOUSING ASSOCIATION  
(MAHA) CO-OPERATIVE LIMITED

Dated this eighth day of June 2011.

R. LUNNEY,  
Delegate of the Registrar of Co-Operatives

**DISTRICT COURT ACT 1973**

District Court of New South Wales

**DIRECTION**

PURSUANT to section 173 of the District Court Act 1973, I direct that the District Court shall sit in its criminal jurisdiction at the place and time shown as follows:

Albury 10.00am 4 July 2011 (2 weeks)  
Special Fixture

Dated this 3rd day of June 2011.

R. O. BLANCH,  
Chief Judge

**GEOGRAPHICAL NAMES ACT 1966**

Notice of Discontinuance of a Geographical Name

PURSUANT to the provisions of section 14 of the Geographical Names Act 1966, the Geographical Names Board hereby notifies that it has this day discontinued the name "GRANVILLE SOUTH HIGH SCHOOL" which was assigned with the designation of 'School', Folio 648, on 9 September 1983.

WARWICK WATKINS, A.M.,  
Chairman

Geographical Names Board  
PO Box 143  
Bathurst NSW 2795

**GEOGRAPHICAL NAMES ACT 1966**

Notice of Discontinuance of Geographical Names

PURSUANT to the provisions of section 14 of the Geographical Names Act 1966, the Geographical Names Board hereby notifies that it has this day discontinued the names 'BERKELEY SOUTH PUBLIC SCHOOL' and 'FIVE MILE TREE PUBLIC SCHOOL' which were assigned with the designation of 'School', Folio 14 and Folio 4375, on 4 September 1987 and 14 November 1975, respectively.

WARWICK WATKINS, A.M.,  
Chairperson

Geographical Names Board  
PO Box 143, Bathurst NSW 2795

**GEOGRAPHICAL NAMES ACT 1966****ERRATUM**

THE notice in *New South Wales Government Gazette* of 23 January 1981 at Folio 7277, referring to the assignment of the name "McCrackan Park", the name was incorrectly spelt, the correct spelling is "McCracken Park". This notice corrects that error.

WARWICK WATKINS, A.M.,  
Chairman

Geographical Names Board  
PO Box 143  
Bathurst NSW 2795

**LOCAL GOVERNMENT ACT 1993**

Phasing in of Strategic Planning Provisions

I, the Hon. Don Page, M.P., Minister for Local Government, in pursuance of Clause 95, Part 31 of Schedule 8 to the Local Government Act 1993, place the following general purpose and county councils in Groups 2 and 3 for the purpose of phasing in the new strategic planning provisions.

Group 2:

Armidale Dumaresq Council  
Auburn City Council  
Bankstown City Council  
Bega Valley Shire Council  
Burwood Council  
Camden Council  
Canterbury City Council  
Cessnock City Council  
Fairfield City Council  
Glen Innes Severn Council  
Gosford City Council  
Great Lakes Council  
Guyra Shire Council  
Holroyd City Council  
Hurstville City Council  
The Council of the Municipality of Kiama  
Lane Cove Municipal Council  
Liverpool City Council  
Maitland City Council  
Manly Council  
Marrickville Council  
Muswellbrook Shire Council  
Newcastle City Council  
Port Macquarie-Hastings Council  
Richmond Valley Council  
Rockdale City Council

Shellharbour City Council  
 Council of the City of Sydney  
 Temora Shire Council  
 Tweed Shire Council  
 Upper Hunter Shire Council  
 Upper Lachlan Shire Council  
 Uralla Shire Council  
 Wagga Wagga City Council  
 Walcha Council  
 Wingecarribee Shire Council  
 Wollondilly Shire Council  
 Young Shire Council

## Group 3:

The Council of the Municipality of Ashfield  
 Balranald Shire Council  
 Bathurst Regional Council  
 Bellingen Shire Council  
 Berrigan Shire Council  
 Bland Shire Council  
 Blayney Shire Council  
 Bogan Shire Council  
 Bombala Shire Council  
 Boorowa Council  
 The Council of the City of Botany Bay  
 Bourke Shire Council  
 Brewarrina Shire Council  
 Byron Shire Council  
 Cabonne Council  
 Campbelltown City Council  
 Carrathool Shire Council  
 Castlereagh-Macquarie County Council  
 Central Darling Shire Council  
 Central Murray County Council  
 Central Tablelands County Council  
 Cobar Shire Council  
 Conargo Shire Council  
 Cooma-Monaro Shire Council  
 Coonamble Shire Council  
 Corowa Shire Council  
 Cowra Shire Council  
 Deniliquin Council  
 Dubbo City Council  
 Dungog Shire Council  
 Eurobodalla Shire Council  
 Far North Coast County Council  
 Forbes Shire Council  
 Gilgandra Shire Council  
 Gloucester Shire Council  
 Goldenfields Water County Council  
 Goulburn Mulwaree Council  
 Greater Hume Shire Council  
 Griffith City Council  
 Gundagai Shire Council  
 Gunnedah Shire Council  
 Gwydir Shire Council  
 Harden Shire Council  
 Hawkesbury City Council  
 Hawkesbury River County Council  
 Hay Shire Council  
 The Council of the Municipality of Hunters Hill  
 Jerilderie Shire Council  
 Junee Shire Council  
 Kempsey Shire Council  
 Kyogle Council  
 Lachlan Shire Council  
 Leeton Shire Council

City of Lithgow Council  
 Liverpool Plains Shire Council  
 Lockhart Shire Council  
 MidCoast County Council  
 Mid-Western Regional Council  
 Murray Shire Council  
 Murrumbidgee Shire Council  
 Nambucca Shire Council  
 Narrabri Shire Council  
 Narrandera Shire Council  
 Narromine Shire Council  
 New England Tablelands (Noxious Plants) County Council  
 Oberon Council  
 Orange City Council  
 Palerang Council  
 Richmond River County Council  
 Riverina Water County Council  
 Rous County Council  
 Ryde City Council  
 Singleton Council  
 Snowy River Shire Council  
 Southern Slopes County Council  
 Strathfield Municipal Council  
 Sutherland Shire Council  
 Tamworth Regional Council  
 Tumbarumba Shire Council  
 Tumut Shire Council  
 Upper Hunter County Councils  
 Upper Macquarie County Council  
 Urana Shire Council  
 The Council of the Shire of Wakool  
 Walgett Shire Council  
 Warren Shire Council  
 Warrumbungle Shire Council  
 Weddin Shire Council  
 Wellington Council  
 Wentworth Shire Council  
 Wollongong City Council  
 Wyong Shire Council  
 Yass Valley Council

Dated this 23rd day of May 2011.

DON PAGE, M.P.,  
 Minister for Local Government

**PESTICIDES ACT 1999**

Notice under Section 48 (4)

NOTICE is hereby given, pursuant to section 48 (4) of the Pesticides Act 1999, that I have granted a Pilot (Pesticide Rating) Licence, particulars of which are stated in the Schedule.

SEAN NUNAN,  
 Team Leader,  
 Licensing and Registration  
 by delegation

**SCHEDULE**

Pilot (Pesticide Rating) Licence

<i>Name and address of licensee</i>	<i>Date of granting of licence</i>
Glenn IZZARD PO Box 600 Cooroy Qld 4563	3 June 2011



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**RETENTION OF TITLE**

HER Excellency the Governor, by deputation of Her Majesty the Queen, has been pleased to approve of the retention of the title "Honourable" by former Chief Justice of the Supreme Court of New South Wales JAMES JACOB SPIGELMAN, A.C., who served as Chief Justice from 25 May 1998 until his retirement on 31 May 2011.

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**RETENTION OF TITLE**

HER Excellency the Governor, by deputation of Her Majesty the Queen, has been pleased to approve of the retention of the title "Honourable" by Ms KRISTINA KENEALLY, M.P., who served as Premier of New South Wales from 4 December 2009 to 28 March 2011 and as a Government Minister from 2 April 2007 to 5 September 2008, from 8 September 2008 to 4 December 2009 and from 8 December 2009 to 28 March 2011.

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**RETENTION OF TITLE**

HER Excellency the Governor, by deputation of Her Majesty the Queen, has been pleased to approve of the retention of the title "Honourable" by Ms LINDA BURNEY, M.P., who served as a New South Wales Government Minister from 2 April 2007 to 5 September 2008, from 8 September 2008 to 4 December 2009 and from 8 December 2009 to 28 March 2011.

### HEALTH SERVICES ACT 1997

#### Order Fixing a Scale of Fees in Respect of Ambulance Services

PURSUANT to section 67D of the Health Services Act 1997, I, Dr Mary Foley, Director-General of the Department of Health, as the duly appointed delegate of the Minister for Health, do by this order hereby:

1. revoke the currently applying scale of fees in respect of ambulance services; and
2. fix a scale of fees in respect of ambulance services provided by the Director-General to the extent and in the manner set forth in the following Schedule, with effect on and from 1 July 2011.

Dr MARY FOLEY,  
Director-General

#### SCHEDULE

1 In this order:

- **“primary emergency service”** means the provision of ambulance services by road ambulance, fixed wing aircraft or helicopter or a combination of these, from the scene of an accident, illness or injury to a public hospital or other destination nominated by the Ambulance Service of NSW.
- **“primary non-emergency service”** means an ambulance road service that is booked no later than 6pm on the day prior to service delivery with the service to commence and be completed between the hours of 8am and 6pm on the nominated service delivery date, otherwise the primary emergency service charge will apply. [All services provided by a dedicated Patient Transport vehicle, where available, irrespective of time of booking or time of transport, are classified as “non-emergency services”].
- **“inter-hospital emergency service”** means the provision of ambulance services by road ambulance, fixed wing aircraft or helicopter or a combination of these, from one public hospital to another public hospital.
- **“inter-hospital non-emergency service”** means an ambulance road service that is booked no later than 6pm on the day prior to service delivery with the service to commence and be completed between the hours of 8am and 6pm on the nominated service delivery date, otherwise the inter-hospital emergency service charge will apply. [All services provided by a dedicated Patient Transport vehicle, where available, irrespective of time of booking or time of transport, are classified as “non-emergency services”].
- **“treat-not-transport service”** – means a service where a patient is provided with ambulance services at the scene of an accident, illness or injury and does not require ambulance transport to a health facility or any other destination.
- **“standby services”** – means a service where an ambulance or ambulances are required to stand by at scenes such as industrial accidents for the purpose of providing services to emergency workers or others at the scene of the incident. Neither transport nor treatment may be required.

Fees

- 2 The fee for a primary emergency service by road ambulance and/or fixed wing ambulance and/or helicopter shall be charged on a kilometre basis calculated pursuant to clause 8, on the scale of \$627 callout charge, plus an additional charge of \$5.66 for each kilometre or part thereof.
- 3 The fee for a primary non-emergency service by road ambulance shall be charged on a kilometre basis calculated pursuant to clause 8, on the scale of \$252 callout charge, plus an additional charge of \$1.56 for each kilometre or part thereof.
- 4 The fee for an inter-hospital emergency service by ambulance shall be charged as follows:
  - road ambulance – on a kilometre basis calculated pursuant to clause 8, on the scale of \$542 callout charge, plus an additional charge of \$5.41 for each kilometre or part thereof.
  - fixed wing ambulance – on a kilometre basis calculated pursuant to clause 8, on the scale of \$3,341 callout charge, plus an additional charge of \$1.56 for each kilometre or part thereof (road travel associated with fixed wing cases is charged at the \$5.41 for each kilometre or part thereof).
  - helicopter – on a time basis calculated pursuant to clause 9 on the scale of \$5,735 charge for the first thirty (30) minutes or part thereof, with any further period charged at a rate of \$125.52 per six (6) minutes or part thereof.

Charges for road or fixed wing transport under this clause shall be paid by the hospital or health service sending the person being transported. However in the case of helicopter transport under this clause, the transport fee shall be apportioned equally between the hospital or health service sending the person being transported and the hospital or health service receiving that person.
- 5 The fee for an inter-hospital non-emergency service by ambulance shall be charged as follows:
  - road ambulance – on a kilometre basis calculated pursuant to clause 8, on the scale of \$248 callout charge, plus an additional charge of \$1.54 for each kilometre or part thereof.
- 6 The fee for a treat-not-transport service shall be calculated in accordance with the primary emergency service fee scale under clause 2.

- 7 A standby service fee, payable by the owners of premises or vehicles involved in dangerous incidents or events where an ambulance is required to be present (for example at chemical spills or other industrial accidents), shall be calculated in accordance with:-
- the primary emergency service fee scale under clause 2 for the first hour or part thereof; and in addition
  - \$45.20 for every 15 minutes or part thereof after the first hour.

#### Calculation of Transport Kilometres

- 8 The total number of kilometres for the provision of services by ambulance (or ambulances) shall be calculated by determining the total number of kilometres that are travelled by road or, in the case of transportation by fixed wing aircraft or helicopter, that would have been travelled by road had no fixed wing aircraft or helicopter been available, in accordance with the distance –
- (a) from the base ambulance station nearest to the location where the person was picked up/treated by ambulance, to that pick up/treatment location; and
  - (b) from that pick up location (where transport occurs), to the place where that person disembarked from the ambulance (or, where more than one ambulance was used in the transport, disembarked from the last ambulance used in that transport); and
  - (c) from that place of disembarkation/location of treatment, to the base ambulance station referred to in subclause (a).

#### Calculation of Transport Time for Helicopters (Inter-hospital)

- 9 The number of minutes for a service by helicopter (other than a primary response service) shall be calculated from the time the helicopter engine or engines are turned on, or, if the engines are already on, the time at which the helicopter is dispatched by an air ambulance controller, to the time the helicopter engine or engines are turned off at the helicopter's operational base or the time at which the helicopter is otherwise dispatched by an air ambulance controller or other authority.

#### Charging criteria

- 10 Where two or more persons are transported/treated concurrently by the same ambulance or ambulances, each person shall be charged a fee calculated in accordance with clauses 2 (but subject to clause 12), 3 (but subject to clause 13) or 6 as appropriate to the class of the transport used as defined under clause 1.
- 11 Clause 10 shall not apply when two or more persons are transferred concurrently by ambulance (or ambulances) between any public hospitals in New South Wales as part of an inter-hospital emergency service or an inter-hospital non-emergency service as defined under clause 1, but subject to the operation of clauses 14 and 15.
- 12 Residents of NSW shall be charged at a rate of 51% of the rate set under this order for a primary emergency service under clause 2, provided that such total fee shall not exceed \$5,248.
- 13 Residents of NSW shall be charged for primary non-emergency services in accordance with clause 3, provided that such total fee shall not exceed \$5,248.
- 14 Public hospitals in NSW shall be charged for inter-hospital emergency services in accordance with clause 4, provided that such total fee shall not exceed \$5,073 in relation to road ambulance and fixed wing ambulance transport.
- 15 Public hospitals in NSW shall be charged for inter-hospital non-emergency services in accordance with clause 5, provided that such total fee shall not exceed \$5,073.

## HEALTH SERVICES ACT 1997

### Order Amending the Scale of Fees for Hospital and Other Health Services

PURSUANT to section 69 of the Health Services Act 1997, I, Dr Mary Foley, Director-General of the Department of Health, as the duly appointed delegate of the Minister for Health, do by this order hereby amend the currently applying Scale of Fees for hospital services and other health services to the extent and in the manner set forth in the Schedule below to take effect on and from 1 July 2011.

Dr MARY FOLEY,  
Director-General

#### SCHEDULE

Delete in its entirety “Part 5 – NSW NEWBORN AND PAEDIATRIC EMERGENCY TRANSPORT SERVICES (NETS) CHARGES” and insert instead the following matter:

#### PART 5 – NSW NEWBORN AND PAEDIATRIC EMERGENCY TRANSPORT SERVICES (NETS) CHARGES

5.1 This Part sets out the charges for services provided by the unit of Sydney West Area Health Service known as NSW newborn and paediatric Emergency Transport Service (NETS). For the purposes of this Part 5 only the following terms are defined:

“*inter-hospital emergency service*” means the provision of NETS services by road, fixed wing aircraft or helicopter or a combination of these, from a public hospital to another public hospital;

“*primary emergency service*” means the provision of NETS services by road, fixed wing aircraft or helicopter or a combination of these, from a private hospital to a public hospital or other destination nominated by NETS.

#### Fees

5.2 The fee for a primary emergency service by road and/or fixed wing service and/or helicopter shall be charged on a kilometre basis calculated pursuant to paragraph 5.4, on the scale of The fee for a primary emergency service by road and/or fixed wing service \$627 callout charge, plus an additional charge of \$5.66 for each kilometre or part thereof.

5.3 The fee for an inter-hospital emergency service by NETS shall be charged as follows:

5.3.1 road service – on a kilometre basis calculated pursuant to paragraph 5.4, on the scale of \$542 callout charge, plus an additional charge of \$5.41 for each kilometre or part thereof.

5.3.2 fixed wing service – on a kilometre basis calculated pursuant to paragraph 5.4, on the scale of \$3,341 callout charge, plus an additional charge of \$1.56 for each kilometre or part thereof (road travel associated with fixed wing cases is charged at the rate of \$5.41 for each kilometre or part thereof).

5.3.3 helicopter service – on a time basis calculated pursuant to paragraph 5.5 on the scale of \$5,735 charge for the first thirty (30) minutes or part thereof, with any further period charged at a rate of \$125.52 per six (6) minutes or part thereof.

Charges for road or fixed wing transport under this clause shall be paid by the hospital or health service sending the person being transported. However in the case of helicopter transport under this clause, the transport fee shall be apportioned equally between the hospital or health service sending the person being transported and the hospital or health service receiving that patient.

#### Calculation of Transport Kilometres

5.4 The total number of kilometres for the provision of NETS services shall be calculated by determining the total number of kilometres that are travelled by road or, in the case of transportation by fixed wing aircraft or helicopter that would have been travelled by road had no fixed wing aircraft or helicopter been available, in accordance with the distance:

5.4.1 from the NETS base nearest to the location where the patient was picked up or treated by the NETS service; and

5.4.2 from that pick up location (where transport occurs), to the place where that patient disembarked from the NETS transport; and

5.4.3 from that place of disembarkation (or where no transport occurs, from the treatment location), back to the NETS base referred to in subclause 5.4.1.

#### Calculation of Transport Time for Helicopters (Inter-hospital emergency services only)

5.5 The number of minutes for a NETS service by helicopter for the purposes of clause 5.3.3 shall be calculated from the time the helicopter engine or engines are turned on, or, if the engines are already on, the time at which the helicopter is dispatched by an air ambulance controller, to the time the helicopter engine or engines are turned off at the helicopter’s operational base or the time at which the helicopter is otherwise dispatched by an air ambulance controller or other authority.

#### Charging Criteria

5.6 Where two or more patients are transported/treated concurrently by the same NETS primary emergency service, each patient shall be charged a fee calculated in accordance with clause 5.2 but subject to the operation of clause 5.8.

- 
- 5.7 Paragraph 5.6 shall not apply when two or more patients are transferred concurrently by the same NETS service between any public hospitals in New South Wales, as part of an inter-hospital emergency service, but subject to the operation of clauses 5.3 and 5.9.
  - 5.8 Residents of NSW shall be charged at a rate of 51% of the rate for a primary emergency service under clause 5.2 of this order, provided that such total fee shall not exceed \$5,248.
  - 5.9 Public hospitals in NSW shall be charged for inter-hospital emergency services in accordance with clause 5.3 of this order, provided that such total fee shall not exceed \$5,073 in relation to road and fixed wing services transport.

**PUBLIC LOTTERIES ACT 1996**

## OZ Lotto – Approval of Rules

I, The Honourable GEORGE SOURIS, M.P., Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts, being the Minister administering the Public Lotteries Act 1996 (hereinafter referred to as “the Act”) pursuant to section 23 (1) of the Act DO HEREBY APPROVE the Rules annexed to this instrument for the conduct of Games of OZ Lotto and Games of Promotional OZ Lotto by the New South Wales Lotteries Corporation Pty Ltd effective from 15 June 2011.

Dated this 6th day of June 2011.

The Honourable GEORGE SOURIS, M.P.,  
Minister for Tourism, Major Events, Hospitality and Racing  
and Minister for the Arts

**PUBLIC LOTTERIES ACT 1996**

## OZ Lotto 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 OZ Lotto and Promotional OZ Lotto. In accordance with section 23 (3) (b) of the Act these Rules take effect on and from 15 June 2011. These Rules supersede the Rules notified previously in the *NSW Government Gazette*.

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## RULE 1 – Definitions

- (a) In these Rules unless inconsistent with the context:
- (i) "Act" means the Public Lotteries Act 1996 any amendment, modification, variation or abrogation thereof for the time being in force;
  - (ii) "Agency" means a place at which an Agent is permitted to accept completed Entries into Games of OZ Lotto and entries into Games of Promotional OZ Lotto;
  - (iii) "Agent" means a person appointed by the Licensee for purposes associated with Games of OZ Lotto and Games of Promotional OZ Lotto 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 OZ Lotto;
  - (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 OZ Lotto 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 OZ Lotto or Games of Promotional OZ Lotto;
- (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 a Syndicate Player and in respect of details of:
- (1) a Player's Entry in a Game of OZ Lotto;
  - (2) a Syndicate Entry in a Game of OZ Lotto;
  - (3) a Syndicate Player's Syndicate Entry Share in a Game of OZ Lotto; and
  - (4) where appropriate a Player's entry in a Game of Promotional OZ Lotto and which is retained or recorded on magnetic tape or otherwise stored;
- (xiii) "Conduct" in relation to a Game of OZ Lotto and a Game of Promotional OZ Lotto 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 OZ Lotto and instructions with respect to a Game of Promotional OZ Lotto 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 OZ Lotto, determined by the Licensee from time to time;
- (xvii) "Drawing" means:
- (1) in relation to a Game of OZ Lotto (but not including a Second Drawing) the selection of the Winning Numbers and the two Supplementary Numbers by lot using a Drawing Device;
  - (2) in relation to a Second Drawing the selection of the Winning Numbers by lot using a Drawing Device;
- (xviii) "Drawing Date" in relation to a Game of OZ Lotto means the date on which the Winning Numbers and the two Supplementary Numbers are selected in a Drawing in respect of that Game of OZ Lotto 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 OZ Lotto;
- (xix) "Drawing Device" 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 OZ Lotto 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 OZ Lotto and/or a Game of Promotional OZ Lotto;
- (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 OZ Lotto" 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 OZ Lotto;
- (xxvi) "Game of Promotional OZ Lotto" means a public lottery Conducted for the purpose of promoting a Game of OZ Lotto, and in respect of which:
- (1) eligibility to enter is confined to Players and Syndicate Players in a Game of OZ Lotto; and
  - (2) no further Subscription or Commission or Syndicate Share Fee is charged;
- (xxvii) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxviii) "Jackpot Drawing" means the next Drawing of a Game of OZ Lotto (other than a Second Drawing), as approved by the Licensee, following the Drawing of a Game of OZ Lotto (other than a Second Drawing), where there is no winner in accordance with Rule 12 (i) Division 1 (i);
- (xxix) "Licensee" means New South Wales Lotteries Corporation Pty Ltd;
- (xxx) "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;
- (xxxi) "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;
- (xxxii) "Minister" means the Minister for the time being administering the Act;
- (xxxiii) "Multi-Draw Entry" means an Entry where the same Numbers are valid for more than one Drawing;
- (xxxiv) "Multi-Draw Ticket" means a Ticket issued in respect of more than one Drawing;
- (xxxv) "Multi-Week Entry" means an Entry referred to in Rule 10;
- (xxxvi) "Numbers" has the same meaning as Section 5 of the Act;
- (xxxvii) "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;
- (xxxviii) "Overseas Authority" means a person who is authorised to Conduct Games of OZ Lotto and Games of Promotional OZ Lotto in Participating Areas overseas;
- (xxxix) "Panel" means a separate matrix in relation to an Entry containing the Numbers from 1 to 45 in arithmetical sequence;
- (xl) "Participating Area" means a State, Territory or Country in which a person is authorised to Conduct Games of OZ Lotto under a corresponding law;
- (xli) "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 OZ Lotto and who holds, bears and submits a ticket in the Game of Promotional OZ Lotto to the Licensee or an Agent for the purposes of receiving a Prize;
- (xlii) "Prize" means any Prize determined in accordance with Rule 12;
- (xliii) "Prize Allocation" means that proportion of Subscriptions paid into the Prize Fund for a particular Game of OZ Lotto as specified in Rule 12 (a);
- (xliv) "Prize Fund" means an account established under Section 27 of the Act and known as the OZ Lotto Prize Fund Account;
- (xlv) "Prize Pool" has the meaning in Rule 12 (b);
- (xlvi) "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;
- (xlvii) "Product Licence" means the product licence granted to the Licensee to Conduct Games of OZ Lotto and Games of Promotional OZ Lotto pursuant to Section 12 of the Act;
- (xlviii) "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;
- (xlix) "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;
- (i) "Provisional Prize Winner" means a Player who holds a Ticket which is eligible for a Provisional Prize;
  - (ii) "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;



- (lii) "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;
  - (liii) "Regulation" means a regulation made under the Act;
  - (liv) "Rules" means these Rules made under the Act, any amendment, modification, variation or abrogation thereof for the time being in force;
  - (lv) "Second Drawing" means an additional Drawing Conducted as part of a Game of OZ Lotto in accordance with the Rules;
  - (lvi) "Standard Entry" means an entry referred to in Rule 8;
  - (lvii) "Subscription" means the amounts paid for Entries but does not include the following:
    - (1) Ancillary Fees; or
    - (2) Commission, unless the Act expressly provides otherwise;
  - (lviii) "Supplementary Numbers" in relation to a Game of OZ Lotto means the eighth and ninth Numbers drawn for each game;
  - (lix) "Syndicate Entry" has the meaning in Rule 19 (a);
  - (lx) "Syndicate Entry Share" means a share of a Syndicate Entry which is prescribed in column 4 of Schedule 2;
  - (lxi) "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 OZ Lotto and who holds, bears and submits a ticket in the Game of Promotional OZ Lotto to the Licensee or an Agent for the purposes of receiving a Prize;
  - (lxii) "Syndicate Share Fee" means the amount specified in column 5 of Schedule 2;
  - (lxiii) "Systems Entry" means an Entry referred to in Rule 9;
  - (lxiv) "Ticket" means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the correct Subscription for a valid Entry in a Game of OZ Lotto or that a Syndicate Player has paid the correct Syndicate Share Fee for a valid Syndicate Entry Share in a Game of OZ Lotto, 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;
  - (lxv) "Ticket Serial Number" means the numbers and/or letters Imprinted on a Ticket and which constitute official verification of the valid issue of a Ticket;
  - (lxvi) "Winning Numbers" in relation to a Game of OZ Lotto (including a Second Drawing) means the first seven Numbers drawn for each Drawing of a Game of OZ Lotto.
- (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 OZ Lotto and Games of Promotional OZ Lotto

- (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 OZ Lotto and Game of Promotional OZ Lotto.
- (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 OZ Lotto shall take place after the acceptance of Entries and Syndicate Entry Shares has closed for that Game of OZ Lotto.
- (d) Games of OZ Lotto will be drawn on Tuesday of each week unless the Chief Executive Officer determines otherwise.
- (e) Drawings undertaken in the State of New South Wales shall be Conducted 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).
- (f) Certification of the validity of a Drawing by the Minister's nominees shall be final and binding on all Players and Syndicate Players.
- (g) Where a Malfunction in a Drawing Device occurs:
  - (i) only the Number/s drawn before a Malfunction has commenced shall be Winning Number/s and/or Supplementary Number/s;

- (ii) in the event that any Winning Number/s and/or Supplementary 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 a substitute Drawing Device as soon as practicable after the commencement of the Malfunction and shall continue until all Winning Numbers and Supplementary Numbers are drawn.
- (h) 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 Drawings are conducted.
- (i) The Licensee may Conduct a Game of Promotional OZ Lotto 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 OZ Lotto in conjunction with another Game of OZ Lotto or separately from a Game of OZ Lotto or otherwise in conjunction with another lottery Conducted by the Licensee.
- (j) A Game of Promotional OZ Lotto shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (k) The Prize structure for a Game of Promotional OZ Lotto 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 OZ Lotto.
- (l) During the period in which the Licensee accepts entries in a Game of Promotional OZ Lotto 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 OZ Lotto leaving the balance of Prizes still available to be won by Players and Syndicate Players at the time of their respective entries.
- (m) 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 OZ Lotto 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 OZ Lotto.
- (n) A ticket in a Game of Promotional OZ Lotto may include one or more Prizes to be won on the same ticket.
- (o) A Game of Promotional OZ Lotto 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 Entry Forms and Tickets and these Rules shall apply to each Game of OZ Lotto 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 the Entry Form and Ticket these Rules shall prevail.
- (c) These Rules shall apply to each Game of Promotional OZ Lotto and shall be binding on all Players and Syndicate Players.
- (d) By entering a Game of OZ Lotto or a Game of Promotional OZ Lotto, 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 OZ Lotto is to select seven (7) Numbers in a Panel, which Numbers are the same as the Winning Numbers.

#### RULE 5 – Eligibility for Inclusion in a Game of OZ Lotto

- (a) In order for an Entry or Syndicate Entry Share to be eligible for inclusion in a Game of OZ Lotto, before the close of acceptance of Entries into that Game of OZ Lotto;
  - (i) the Entry or Syndicate Entry Share must have been recorded by the central processing computer equipment;
  - (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 Panels that must be completed by the Player in the numerical order shown on the said form commencing with the top left hand Panel. 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) below 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.
- (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 OZ Lotto 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 purchase of the Entry or Syndicate Entry Share, prior to the close of acceptance of Entries into a Game of OZ Lotto. 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.  
A cancelled Entry or a Syndicate Entry Share and a cancelled Ticket relating to the cancelled Entry or 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 OZ Lotto 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 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 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 OZ Lotto 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 OZ Lotto; 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 OZ Lotto; 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 a Syndicate Player of any part of an Entry Form or any other approved Entry or Syndicate Entry Share whether received by post, telephone, facsimile, modem (internet) or otherwise. Entry into a Game of OZ Lotto 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 these Rules in Schedule 1. By entering a Game of OZ Lotto the Player accepts liability to pay the Commission to the Licensee. By entering a Game of OZ Lotto 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 seven (7) Numbers which 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, seven (7) Numbers shall have been Marked in each Panel completed on that form.
- (c) No fewer than one (1) Panel must be completed on an 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.
- (d) The Subscription for each Standard Entry shall be \$1.10 for each game Panel completed.
- (e) If more than seven (7) Numbers in a Panel are Marked on an Entry Form in respect of a Standard Entry which has been forwarded to the Licensee by post, the Licensee shall disregard the highest Numbers in descending arithmetical sequence until seven (7) Marked Numbers remain.
- (f) If less than seven (7) Numbers in a Panel are Marked on an Entry Form in respect of a Standard Entry which has been forwarded to the Licensee by post entry into a Game of OZ Lotto shall not take effect and the Licensee shall return the Entry Form together with any Fees therewith to the Player.

#### 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 seven (7) Numbers shall be marked in a Panel; so that eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17) or eighteen (18) Numbers may be Marked in a Panel on that form.
- (c) Only one (1) system may be selected in respect of a Systems Entry, and where effected on an Entry Form shall be made by Marking the appropriate Bounded Area on the Entry Form. That system shall apply to all Panels completed on that Entry Form.

- (d) Where a Systems Entry is effected by an Entry Form, the Numbers shall be Marked on that Entry Form in accordance with the system selected. In each Panel completed the following shall be Marked:

System 8	–	eight (8) Numbers
System 9	–	nine (9) Numbers
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

- (e) In respect of a Syndicate Entry where an Entry Form is used:

- (i) More than nine (9) Numbers shall be Marked in a Panel; so that ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17) or eighteen (18) Numbers shall be Marked in a Panel on a Systems Entry Form; and
- (ii) The appropriate Bounded Area shall be Marked on the Entry Form to select the particular system; and
- (iii) Only one (1) system may be selected on an Entry Form in respect of a Systems Entry. That system shall apply to all Panels completed on that Entry Form; and
- (iv) The Numbers on an Entry Form in respect of a Systems Entry shall be Marked in accordance with the system selected. In each 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

- (f) Notwithstanding any other provision in these Rules, where a Mark on an Entry Form in respect of a Systems Entry which has been forwarded to the Licensee by post 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 (d), the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, accept such Systems Entry and interpret any selections on the Entry Form in such manner and having regard to such factors as the Chief Executive Officer determines. Thereafter such Systems Entry shall be included in that Game of OZ Lotto 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.
- (g) 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.
- (h) The Subscriptions for a Systems Entry are:

<i>System Number</i>	<i>Equivalent Number of Standard Panels entered</i>	<i>Subscription</i>	<i>Number of Bounded Areas to be marked in each Panel</i>
8	8	\$8.80	8
9	36	\$39.60	9

<i>System Number</i>	<i>Equivalent Number of Standard Panels entered</i>	<i>Subscription</i>	<i>Number of Bounded Areas to be marked in each Panel</i>
10	120	\$132.00	10
11	330	\$363.00	11
12	792	\$871.20	12
13	1,716	\$1,887.60	13
14	3,432	\$3,775.20	14
15	6,435	\$7,078.50	15
16	11,440	\$12,584.00	16
17	19,448	\$21,392.80	17
18	31,824	\$35,006.40	18

#### 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 may be made in respect of any of the consecutive Games of OZ Lotto prescribed in Rule 10 (f).
- (c) Either a Standard Entry Form or System Entry shall be selected by Marking the appropriate Bounded Area on the Entry Form.
- (d) Rule 8 shall apply where a Standard Entry is selected on a Multi-Week Entry Form.
- (e) A Syndicate Entry is not available as a Multi-week Entry.
- (f) A Multi-Week Entry may be made in two (2), five (5), ten (10) or twenty-five (25) consecutive Games of OZ Lotto.
- (g) Where an Entry Form is used in respect of a Multi-Week Entry, the number of consecutive Games of OZ Lotto to be entered shall be selected by Marking the appropriate Bounded Area on that Entry Form.
- (h) If a Multi-Week Entry Form is forwarded to the Licensee by post with no Bounded Area Marked in accordance with Rule 10 (g), 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.
- (i) Subscriptions for a Multi-Week Entry are the total of Subscriptions that would have been payable for an Entry in a Game of OZ Lotto multiplied by the number of consecutive Games of OZ Lotto in which the Entry is made under this Rule 10 (g) or 10 (h).

#### 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 the Chief Executive Officer.
- (b) A person under the age of eighteen (18) years shall not enter a Game of OZ Lotto or a Game of Promotional OZ Lotto.
- (c) An Entry or Automatic Entry may only 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 Subscription 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) (iii) 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 first Game of OZ Lotto 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 OZ Lotto by the Licensee before the close of acceptance of Entries into the first Game of OZ Lotto for which it has been received. The Licensee will post the Entry Form and Ticket(s) to the address shown on 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 OZ Lotto
- (i) The Chief Executive Officer is to approve the form of entry for a Game of Promotional OZ Lotto;
- (ii) Without limiting Rule 11 (n) (i), the form of entry in a Game of Promotional OZ Lotto 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 OZ Lotto 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 OZ Lotto:
- (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 OZ Lotto.

#### RULE 12 – Prizes

- (a) The Prize Allocation in a Game of OZ Lotto shall be not less than sixty percent (60%) of Subscriptions.
- (b) The Prize Pool in a Game of OZ Lotto 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 OZ Lotto 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(i) Division 1;
- (iii) fund any prize payable pursuant to Rule 12 (j), Rule 12 (k) and Rule 12 (l).
- (d) Prizes for each Game of OZ Lotto 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 (i) 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 five (5) cents. Monies required for rounding up shall be drawn from the Prize Reserve Fund.
- (h) 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.
- (i) 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.

Division 1 –

- (i) A Prize of an amount equal to 40% 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 seven (7) Winning Numbers. Such amount may be supplemented from monies held in the Prize Reserve Fund as determined by the Licensee;
- (ii) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, an amount equal to 40% of the Prize Pool shall be retained in the Prize Fund so as to form part of the monies payable in respect of any Entry or Syndicate Entry which or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all seven (7) Winning Numbers in the Jackpot Drawing; provided that no such additional jackpotting shall be effected for more than twenty four (24) 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 (24) consecutive games of that type and there is no such Prize payable in respect of any Entry or Syndicate Entry in the next (or 25th) consecutive game of that type, then the total Prize money payable in respect 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 1.7% 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 six (6) but not more than six (6) of the seven (7) Winning Numbers together with one or both of the Supplementary Numbers.

Division 3 –

A Prize of an amount equal to 3.5% of the Prize Pool or where there is no Prize winner in Division 2, 5.2% 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 six (6) but no more than six (6) of the seven (7) Winning Numbers.

Division 4 –

A Prize of an amount equal to 1.8% of the Prize Pool, or

- (i) where there is no Prize winner in Division 3, 5.3% of the Prize Pool; or
  - (ii) where there are no Prize winners in Divisions 2 and 3, 7.0% 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 five (5) but not more than five (5) of the seven (7) Winning Numbers together with one or both of the Supplementary Numbers.

Division 5 –

A Prize of an amount equal to 2.1% of the Prize Pool, or:

- (i) where there is no Prize winner in Division 4, 3.9% of the Prize Pool; or
- (ii) where there is no Prize winners in Division 3 and 4, 7.4% of the Prize Pool; or
- (iii) where there are no Prize winners in Division 2, 3 and 4, 9.1% 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 five (5) but not more than five (5) of the seven (7) Winning Numbers.

Division 6 –

A Prize of an amount equal to 24% of the Prize Pool, or:

- (i) where there is no Prize winner in Division 5, 26.1% of the Prize Pool; or
- (ii) where there are no Prize winners in Divisions 4 and 5, 27.9% of the Prize Pool; or
- (iii) where there are no Prize winners in Divisions 3, 4 and 5, 31.4% of the Prize Pool; or
- (iv) where there are no Prize winners in Divisions 2, 3, 4 and 5, 33.1% 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 seven (7) Winning Numbers.

Division 7 –

A Prize of an amount equal to 26.9% of the Prize Pool, or:

- (i) where there is no Prize winner in Division 6, 50.9% of the Prize Pool; or
- (i) where there are no Prize winners in Divisions 5 and 6, 53.0% of the Prize Pool; or
- (ii) where there are no Prize winners in Divisions 4, 5 and 6, 54.8% of the Prize Pool; or
- (iii) where there are no Prize winners in Divisions 3, 4, 5 and 6, 58.3% of the Prize Pool; or
- (iv) where there are no Prize winners in Divisions 2, 3, 4, 5 and 6, 60.0% 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 three (3) but not more than three (3) of the seven (7) Winning Numbers together with one or both of the Supplementary Numbers.

(j) 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 OZ Lotto provided that:

- (i) the Second Drawing shall be Conducted following the Drawing of the OZ Lotto Game;
- (ii) an Entry or Syndicate Entry made in respect of a Game of OZ Lotto shall be automatically entered into the Second Drawing in respect of that Game of OZ Lotto and such Entry or Syndicate 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;
- (iv) the amount or amounts of such Prize or Prizes shall be determined by the Chief Executive Officer;
- (v) the Second Drawing shall not involve the Drawing of any Supplementary Numbers; and
- (vi) the Second Drawing shall not constitute a separate Game of OZ Lotto but shall be part of the normal weekly Game of OZ Lotto.

(k) A Game of OZ Lotto 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 (j)

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

(l) Prizes in a Game of Promotional OZ Lotto

- (i) The Prizes payable in a Game of Promotional OZ Lotto 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 OZ Lotto 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 OZ Lotto must not consist of or include tobacco.
- (iii) A Prize in a Game of Promotional OZ Lotto must not consist of or include liquor within the meaning of the Liquor Act 1982.

- (m) Determination of Prizes in a Game of Promotional OZ Lotto
- (i) The Chief Executive Officer is to determine the number, nature and value of Prizes in each Game of Promotional OZ Lotto;
  - (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 OZ Lotto Conducted by it;
  - (iii) The Chief Executive Officer may change or alter the nature of any Prize offered in a Game of Promotional OZ Lotto, 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 OZ Lotto are payable in such manner as is approved by the Chief Executive Officer for the purposes of that Game of Promotional OZ Lotto.

#### RULE 13 – Announcement of Prizes

- (a) Following each Drawing of a Game of OZ Lotto 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 Supplementary Numbers;
  - (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 OZ Lotto 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 OZ Lotto as soon as possible after the completion of such Game of Promotional OZ Lotto.
- (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

In relation to a Game of OZ Lotto:

- (a) (i) Other than as provided for Registered Players or 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) exceeding \$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 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), 14 (e) and 14 (f) 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, as 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 of 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 of 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 the 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 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 a Provisional Prize may fail to meet one or more of the elements (1) or (2) contained in Rules 1 (a) (xli) or 1 (a) (lxi) or may fail to meet some or all 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 (j) or Rule 12 (l) shall be forwarded to the winner thereof in such manner as the Chief Executive Officer may, in the Chief Executive Officer'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 OZ Lotto
  - (i) A Prize is not payable in a Game of Promotional OZ Lotto unless:

- (1) the entry submitted in a Game of Promotional OZ Lotto is in the form determined by the Chief Executive Officer under Rule 11 (n) (i);
  - (2) if the form of entry requires the Player or Syndicate Player to have purchased a Ticket in a Game of OZ Lotto, the Ticket in the Game of OZ Lotto must satisfy any test used by Chief Executive Officer to determine whether the Ticket in the Game of OZ Lotto is valid; and
  - (3) the claimant has complied with all conditions relating to the Game of Promotional OZ Lotto advertised under Rule 12 (m) (ii).
- (ii) The Licensee may record on an entry in a Game of Promotional OZ Lotto a verification code or other test and use it to determine whether the entry in a Game of Promotional OZ Lotto is valid and whether it has won a Prize. A Prize is not payable in respect of an entry in a Game of Promotional OZ Lotto, 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 into a Game of OZ Lotto 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 OZ Lotto or entry in a Game of Promotional OZ Lotto 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 OZ Lotto which is disqualified shall automatically be void and cancelled.
- (b) The reason 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 had 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 manner determined by the Chief Executive Officer, the disqualification of such Entry or Syndicate Entry Share.
- (d) If an Entry or Syndicate Entry that 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 (i) (ii) will apply;
  - (ii) otherwise the value and number of winners will be varied in accordance with Rule 12 (i) 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 OZ Lotto or a Game of Promotional OZ Lotto 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 OZ Lotto 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 a Syndicate Player who claims a share of a Prize and is unable to submit a Ticket or a ticket in a Game of Promotional OZ Lotto. 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 OZ Lotto or Game of Promotional OZ Lotto; 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 OZ Lotto or entry in a Game of Promotional OZ Lotto 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 OZ Lotto or Game of Promotional OZ Lotto; 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 OZ Lotto or entry in a Game of Promotional OZ Lotto 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 OZ Lotto or Game of Promotional OZ Lotto 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 culminating in the issue of a Ticket or a ticket in a Game of Promotional OZ Lotto, 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 in respect of an Entry by an Agent, on behalf of the Licensee, the Agent 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 OZ Lotto 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 OZ Lotto

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 OZ Lotto.

RULE 19 – Syndicate Entries

- (a) An Entry as specified in column 1 of Schedule 2 shall be a Syndicate Entry if specified in column 3, Schedule 2.
- (b) A Syndicate Entry may be divided into separate Syndicate Entry Shares as shown in column 4 of Schedule 2.
- (c) The Syndicate Share Fee for each Syndicate Entry Share shall be the amount specified in column 5 of Schedule 2.
- (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 OZ Lotto;
  - (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 OZ Lotto 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 OZ Lotto;
  - (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 OZ Lotto

<i>Entry Type</i>	<i>Number of Games</i>	<i>Single Entry</i>
Standard (Per Panel)	1	\$0.15
	2	\$0.25
	3	\$0.30
	4	\$0.35
	5	\$0.40
	6	\$0.45
	7	\$0.50
	8	\$0.60
	9	\$0.60
	10	\$0.65
	11	\$0.70
	12	\$0.75
	13	\$0.85
	14	\$0.90
	15	\$0.95
	16	\$1.00
	17	\$1.05
	18	\$1.10
	24	\$1.45
	36	\$2.15

<i>Entry Type</i>	<i>System</i>	<i>Single Entry</i>
System (Per Panel)	8	\$0.60
	9	\$2.40
	10	\$7.00
	11	\$18.00
	12	\$43.80
	13	\$92.40
	14	\$188.80
	15	\$357.50
	16	\$632.00
	17	\$1,069.20
	18	\$1,755.60



<i>Entry Type</i>	<i>Number of Weeks</i>	<i>Single Entry</i>
Multi-Week Standard (Per Panel)		
(1 game)	2	\$0.15
	5	\$0.30
	10	\$0.55
	25	\$1.30
(2 games)	2	\$0.35
	5	\$0.55
	10	\$1.10
	25	\$1.65
(3 games)	2	\$0.40
	5	\$0.70
	10	\$1.45
	25	\$2.15
(4 games)	2	\$0.45
	5	\$0.85
	10	\$1.65
	25	\$2.50
(5 games)	2	\$0.55
	5	\$1.00
	10	\$2.00
	25	\$2.95
(6 games)	2	\$0.60
	5	\$1.10
	10	\$2.20
	25	\$3.30
(7 games)	2	\$0.65
	5	\$1.25
	10	\$2.55
	25	\$3.80
(8 games)	2	\$0.70
	5	\$1.40
	10	\$2.75
	25	\$4.15
(9 games)	2	\$0.85
	5	\$1.55
	10	\$3.10
	25	\$4.60

<i>Entry Type</i>	<i>Number of Weeks</i>	<i>Single Entry</i>
Multi-Week Standard (Per Panel)		
(10 games)	2	\$0.95
	5	\$1.65
	10	\$3.30
	25	\$4.95
(11 games)	2	\$1.00
	5	\$1.80
	10	\$3.65
	25	\$5.45
(12 games)	2	\$1.10
	5	\$1.95
	10	\$3.85
	25	\$5.80
(13 games)	2	\$1.20
	5	\$2.10
	10	\$4.30
	25	\$6.20
(14 games)	2	\$1.30
	5	\$2.30
	10	\$4.60
	25	\$6.65
(15 games)	2	\$1.40
	5	\$2.40
	10	\$4.95
	25	\$7.10
(16 games)	2	\$1.45
	5	\$2.65
	10	\$5.40
	25	\$7.60
(17 games)	2	\$1.50
	5	\$2.85
	10	\$5.70
	25	\$8.05
(18 games)	2	\$1.60
	5	\$3.10
	10	\$5.95
	25	\$8.45

<i>Entry Type</i>	<i>Number of Weeks</i>	<i>Single Entry</i>
Multi-Week Standard (Per Panel)		
(24 games)	2	\$2.05
	5	\$3.85
	10	\$7.70
	25	\$10.80
(36 games)	2	\$2.95
	5	\$4.95
	10	\$8.80
	25	\$12.10

<i>Entry Type</i>	<i>Number of Weeks</i>	<i>Single Entry</i>
Multi-Week Systems (Per Panel)		
System 8	2	\$0.90
	5	\$1.75
	10	\$3.50
	25	\$7.05
System 9	2	\$3.50
	5	\$7.05
	10	\$14.10
	25	\$28.15
System 10	2	\$8.80
	5	\$15.40
	10	\$30.80
	25	\$61.60
System 11	2	\$19.80
	5	\$28.60
	10	\$57.20
	25	\$114.40
System 12	2	\$46.20
	5	\$66.00
	10	\$105.60
	25	\$211.20
System 13	2	\$110.00
	5	\$165.00
	10	\$224.40
	25	\$448.80

<i>Entry Type</i>	<i>Number of Weeks</i>	<i>Single Entry</i>
Multi-Week Systems (Per Panel)		
System 14	2	\$220.00
	5	\$264.00
	10	\$440.00
	25	\$880.00
System 15	2	\$440.00
	5	\$660.00
	10	\$792.00
	25	\$1,584.00
System 16	2	\$770.00
	5	\$990.00
	10	\$1,320.00
	25	\$2,640.00
System 17	2	\$1,210.00
	5	\$1,540.00
	10	\$2,200.00
	25	\$4,400.00
System 18	2	\$1,980.00
	5	\$2,860.00
	10	\$3,960.00
	25	\$7,920.00

SCHEDULE 2

Commission and Subscription Payable for OZ Lotto Games

<i>Column 1</i> <i>Entry</i>	<i>Column 2</i> <i>Entry Fee</i>	<i>Column 3</i> <i>Syndicate Entry</i>	<i>Column 4</i> <i>Syndicate Entry Shares</i>	<i>Column 5</i> <i>Syndicate Share Fee per panel (cost per Share)</i>
System 10	\$139.00	System 10	5	\$27.80
System 10	\$139.00	System 10	10	\$13.90
System 10	\$139.00	System 10	20	\$6.95
System 11	\$381.00	System 11	5	\$76.20
System 11	\$381.00	System 11	10	\$38.10
System 11	\$381.00	System 11	15	\$25.40
System 11	\$381.00	System 11	30	\$12.70
System 12	\$915.00	System 12	5	\$183.00
System 12	\$915.00	System 12	10	\$91.50
System 12	\$915.00	System 12	15	\$61.00
System 12	\$915.00	System 12	20	\$45.75
System 12	\$915.00	System 12	30	\$30.50

<i>Column 1</i> <i>Entry</i>	<i>Column 2</i> <i>Entry Fee</i>	<i>Column 3</i> <i>Syndicate Entry</i>	<i>Column 4</i> <i>Syndicate Entry Shares</i>	<i>Column 5</i> <i>Syndicate Share Fee per panel (cost per Share)</i>
System 12	\$915.00	System 12	60	\$15.25
System 13	\$1,980.00	System 13	5	\$396.00
System 13	\$1,980.00	System 13	10	\$198.00
System 13	\$1,980.00	System 13	20	\$99.00
System 13	\$1,980.00	System 13	40	\$49.50
System 13	\$1,980.00	System 13	55	\$36.00
System 13	\$1,980.00	System 13	60	\$33.00
System 13	\$1,980.00	System 13	110	\$18.00
System 14	\$3,964.00	System 14	5	\$792.80
System 14	\$3,964.00	System 14	10	\$396.40
System 14	\$3,964.00	System 14	20	\$198.20
System 14	\$3,964.00	System 14	40	\$99.10
System 14	\$3,964.00	System 14	80	\$49.55
System 15	\$7,436.00	System 15	5	\$1,487.20
System 15	\$7,436.00	System 15	10	\$743.60
System 15	\$7,436.00	System 15	22	\$338.00
System 15	\$7,436.00	System 15	55	\$135.20
System 15	\$7,436.00	System 15	110	\$67.60
System 16	\$13,216.00	System 16	5	\$2,643.20
System 16	\$13,216.00	System 16	10	\$1,321.60
System 16	\$13,216.00	System 16	20	\$660.80
System 16	\$13,216.00	System 16	40	\$330.40
System 16	\$13,216.00	System 16	80	\$165.20
System 16	\$13,216.00	System 16	160	\$82.60
System 17	\$22,462.00	System 17	5	\$4,492.40
System 17	\$22,462.00	System 17	10	\$2,246.20
System 17	\$22,462.00	System 17	20	\$1,123.10
System 17	\$22,462.00	System 17	40	\$561.55
System 17	\$22,462.00	System 17	55	\$408.40
System 17	\$22,462.00	System 17	110	\$204.20
System 17	\$22,462.00	System 17	220	\$102.10
System 18	\$36,762.00	System 18	5	\$7,352.40
System 18	\$36,762.00	System 18	10	\$3,676.20
System 18	\$36,762.00	System 18	20	\$1,838.10
System 18	\$36,762.00	System 18	55	\$668.40
System 18	\$36,762.00	System 18	110	\$334.20
System 18	\$36,762.00	System 18	220	\$167.10

**PUBLIC LOTTERIES ACT 1996**

## Powerball – Approval of Rules

I, The Honourable GEORGE SOURIS, M.P., Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts, being the Minister administering the Public Lotteries Act 1996 (hereinafter referred to as “the Act”) pursuant to section 23 (1) of the Act DO HEREBY APPROVE the Rules annexed to this instrument for the conduct of Games of Powerball and Games of Promotional Powerball by the New South Wales Lotteries Corporation Pty Ltd effective from 17 June 2011.

Dated this 6th day of June 2011.

The Honourable GEORGE SOURIS, M.P.,  
Minister for Tourism, Major Events, Hospitality and Racing  
and Minister for the Arts

**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 17 June 2011. These Rules supersede the Rules notified previously in the *NSW Government Gazette*.

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## RULE 1 DEFINITIONS

- (a) In these Rules unless inconsistent with the context:
- (i) "Act" means the Public Lotteries Act 1996, any amendment, modification, variation or abrogation thereof for the time being in force;
  - (ii) "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;
- (xlili) "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 75 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 \$33.75 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:

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	-	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

- (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	–	eleven (11) Numbers
System 12	–	twelve (12) Numbers
System 13	–	thirteen (13) Numbers

- (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 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:

<i>System Number</i>	<i>Equivalent Number of Standard Panels entered</i>	<i>Subscription Per Panel \$</i>	<i>Number of Bounded Areas to be marked in each upper Panel</i>
6	6	4.50	6
7	21	15.75	7
8	56	42.00	8
9	126	94.50	9
10	252	189.00	10
11	462	346.50	11
12	792	594.00	12
13	1,287	965.25	13
14	2,002	1,501.50	14
15	3,003	2,252.25	15
16	4,368	3,276.00	16
17	6,188	4,641.00	17
18	8,568	6,426.00	18
19	11,628	8,721.00	19
20	15,504	11,628.00	20

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

<i>System Number</i>	<i>Equivalent Number of Standard Panels entered</i>	<i>Subscription Per Panel \$</i>	<i>Number of Bounded Areas to be marked in each upper Panel</i>
6	270	202.50	6
7	945	708.75	7
8	2,520	1,890.00	8
9	5,670	4,252.50	9
10	11,340	8,505.00	10
11	20,790	15,592.50	11
12	35,640	26,730.00	12
13	57,915	43,436.25	13
14	90,090	67,567.50	14
15	135,135	101,351.25	15
16	196,560	147,420.00	16
17	278,460	208,845.00	17
18	385,560	289,170.00	18
19	523,260	392,445.00	19
20	697,680	523,260.00	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.
  - (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 2127or such other address as may be publicly notified from time to time by the Chief Executive Officer.
- (f) All Marks appearing on an Entry Form are taken to be made or given exclusively by the Player in respect of an Entry.
- (g) 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.
- (h) 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.

- (i) 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.
- (j) 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 2127or such other address as may be publicly notified from time to time by the Chief Executive Officer.
- (k) 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.
- (l) 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.
- (m) 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 (l) (ii).
- (ii) The Licensee may record on an entry in a Game of Promotional Powerball a verification code or other test and use it to determine whether the entry in a Game of Promotional Powerball is valid and whether it has won a Prize. A Prize is not payable in respect of an entry in a Game of Promotional Powerball, on which such a test is recorded, if the entry does not satisfy the test.

#### RULE 15 – Disqualifications

- (a) Notwithstanding that:
- (i) acceptance of Entries or Syndicate 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)

<i>Entry Type</i>	<i>Number of Games</i>	<i>Single Entry</i>
Standard (Per Panel)	2	\$0.15
	4	\$0.25
	6	\$0.35
	8	\$0.45
	10	\$0.60
	12	\$0.70
	14	\$0.75
	16	\$0.85
	18	\$0.95
	24	\$1.25
	30	\$1.65
	36	\$1.80

<i>Entry Type</i>	<i>System</i>	<i>Single Entry</i>
System (Per Panel)	6	\$0.35
	7	\$1.00
	8	\$2.20
	9	\$4.95
	10	\$9.90

<i>Entry Type</i>	<i>System</i>	<i>Single Entry</i>
	11	\$16.50
	12	\$32.00
	13	\$49.50
	14	\$77.00
	15	\$120.75
	16	\$168.00
	17	\$245.00
	18	\$320.00
	19	\$459.00
	20	\$624.00

<i>Entry Type</i>	<i>Number of Weeks</i>	<i>Single Entry</i>
Multi-Week Standard (Per Panel)		
(2 games)	2	\$0.25
	5	\$0.50
	10	\$0.90
	25	\$2.20
(4 games)	2	\$0.30
	5	\$0.70
	10	\$0.90
	25	\$2.30
(6 games)	2	\$0.45
	5	\$0.90
	10	\$1.50
	25	\$3.25
(8 games)	2	\$0.60
	5	\$0.90
	10	\$1.60
	25	\$3.60
(10 games)	2	\$0.70
	5	\$1.05
	10	\$1.95
	25	\$4.25
(12 games)	2	\$0.85
	5	\$1.40
	10	\$2.30
	25	\$5.30

<i>Entry Type</i>	<i>Number of Weeks</i>	<i>Single Entry</i>
Multi-Week Standard (Per Panel)		
(14 games)	2	\$0.90
	5	\$1.50
	10	\$2.65
	25	\$6.00
(16 games)	2	\$1.15
	5	\$1.60
	10	\$3.10
	25	\$7.40
(18 games)	2	\$1.20
	5	\$1.85
	10	\$3.60
	25	\$7.85
(24 games)	2	\$1.60
	5	\$2.30
	10	\$4.75
	25	\$10.95
(30 games)	2	\$2.10
	5	\$3.10
	10	\$5.75
	25	\$12.70
(36 games)	2	\$2.30
	5	\$3.70
	10	\$6.90
	25	\$15.60

<i>Entry Type</i>	<i>Number of Weeks</i>	<i>Single Entry</i>
Multi-Week Systems (Per Panel)		
System 6	2	\$0.60
	5	\$0.85
	10	\$1.50
	25	\$3.00
System 7	2	\$1.50
	5	\$2.20
	10	\$3.00
	25	\$7.85

<i>Entry Type</i>	<i>Number of Weeks</i>	<i>Single Entry</i>
Multi-Week Systems (Per Panel)		
System 8	2	\$3.25
	5	\$3.80
	10	\$6.70
	25	\$18.90
System 9	2	\$5.75
	5	\$8.10
	10	\$13.85
	25	\$25.40
System 10	2	\$11.55
	5	\$15.00
	10	\$25.40
	25	\$40.40
System 11	2	\$19.60
	5	\$25.40
	10	\$34.60
	25	\$51.90
System 12	2	\$34.60
	5	\$43.85
	10	\$57.70
	25	\$87.70
System 13	2	\$57.70
	5	\$83.10
	10	\$92.30
	25	\$140.75
System 14	2	\$86.55
	5	\$103.85
	10	\$144.25
	25	\$207.70
System 15	2	\$150.00
	5	\$173.10
	10	\$219.25
	25	\$323.10
System 16	2	\$184.60
	5	\$225.00
	10	\$311.55
	25	\$461.55

<i>Entry Type</i>	<i>Number of Weeks</i>	<i>Single Entry</i>
Multi-Week Systems (Per Panel)		
System 17	2	\$282.70
	5	\$357.70
	10	\$438.45
	25	\$651.90
System 18	2	\$346.15
	5	\$403.85
	10	\$588.45
	25	\$911.55
System 19	2	\$507.70
	5	\$600.00
	10	\$807.70
	25	\$1,211.55
System 20	2	\$692.30
	5	\$807.70
	10	\$1,050.00
	25	\$1,534.60

SCHEDULE 2

Commission Payable for Power45 (45 Powerballs)

<i>Entry Type</i>	<i>Number of Panels</i>	<i>Single Entry</i>
Standard (Per Panel)	1 to 12 Panels	\$2.35
System (Per Panel)	6	\$10.50
	7	\$38.25
	8	\$95.00
	9	\$217.50
	10	\$429.00
	11	\$792.50
	12	\$1,350.00
	13	\$2,169.00
	14	\$3,461.55
	15	\$5,192.30
	16	\$7,384.60
	17	\$10,384.60
	18	\$14,538.45
	19	\$19,500.00
	20	\$26,250.00

<i>Entry Type</i>	<i>Number of Weeks</i>	<i>Single Entry</i>
Multi-Week Standard (Per Panel)		
	2	\$2.75
	5	\$3.40
	10	\$6.80
	25	\$17.00

<i>Entry Type</i>	<i>Number of Weeks</i>	<i>Single Entry</i>
Multi-Week Standard (Per Panel)		
System 6	2	\$13.85
	5	\$19.60
	10	\$33.45
	25	\$84.25
System 7	2	\$46.15
	5	\$54.80
	10	\$67.50
	25	\$169.65
System 8	2	\$106.15
	5	\$124.95
	10	\$200.75
	25	\$340.40
System 9	2	\$249.90
	5	\$313.85
	10	\$433.85
	25	\$1,119.25
System 10	2	\$478.85
	5	\$542.30
	10	\$813.45
	25	\$1,246.15
System 11	2	\$876.90
	5	\$957.70
	10	\$1,061.55
	25	\$1,500.00
System 12	2	\$1,500.00
	5	\$1,673.10
	10	\$1,823.10
	25	\$2,769.25

<i>Entry Type</i>	<i>Number of Weeks</i>	<i>Single Entry</i>
Multi-Week Standard (Per Panel)		
System 13	2	\$2,261.55
	5	\$2,400.00
	10	\$2,653.85
	25	\$2,884.60
System 14	2	\$3,750.00
	5	\$5,019.25
	10	\$6,288.45
	25	\$7,569.25
System 15	2	\$6,230.75
	5	\$7,557.70
	10	\$8,653.85
	25	\$10,038.45
System 16	2	\$8,769.25
	5	\$9,923.10
	10	\$11,307.70
	25	\$12,692.30
System 17	2	\$12,576.90
	5	\$13,846.15
	10	\$15,000.00
	25	\$16,326.90
System 18	2	\$16,153.85
	5	\$17,538.45
	10	\$18,692.30
	25	\$20,076.90
System 19	2	\$21,346.15
	5	\$22,846.15
	10	\$24,000.00
	25	\$25,153.85
System 20	2	\$27,461.55
	5	\$28,961.55
	10	\$30,230.75
	25	\$31,269.25

## SCHEDULE 3

## Syndicate Entries for Powerball (One Powerball)

<i>Column 1</i> <i>Entry</i>	<i>Column 2</i> <i>Entry Fee</i>	<i>Column 3</i> <i>Syndicate Entry</i>	<i>Column 4</i> <i>Syndicate Entry Shares</i>	<i>Column 5</i> <i>Syndicate Share Fee per panel (cost per Share)</i>
System 10	\$198.90	System 10	6	\$33.15
System 10	\$198.90	System 10	9	\$22.10
System 10	\$198.90	System 10	18	\$11.05
System 11	\$363.00	System 11	5	\$72.60
System 11	\$363.00	System 11	10	\$36.30
System 11	\$363.00	System 11	15	\$24.20
System 11	\$363.00	System 11	22	\$16.50
System 11	\$363.00	System 11	30	\$12.10
System 12	\$626.00	System 12	5	\$125.20
System 12	\$626.00	System 12	10	\$62.60
System 12	\$626.00	System 12	20	\$31.30
System 12	\$626.00	System 12	40	\$15.65
System 13	\$1,014.75	System 13	5	\$202.95
System 13	\$1,014.75	System 13	11	\$92.25
System 13	\$1,014.75	System 13	15	\$67.65
System 13	\$1,014.75	System 13	33	\$30.75
System 13	\$1,014.75	System 13	45	\$22.55
System 13	\$1,014.75	System 13	55	\$18.45
System 14	\$1,578.50	System 14	5	\$315.70
System 14	\$1,578.50	System 14	10	\$157.85
System 14	\$1,578.50	System 14	11	\$143.50
System 14	\$1,578.50	System 14	35	\$45.10
System 14	\$1,578.50	System 14	55	\$28.70
System 14	\$1,578.50	System 14	70	\$22.55
System 14	\$1,578.50	System 14	77	\$20.50
System 14	\$1,578.50	System 14	110	\$14.35
System 15	\$2,373.00	System 15	5	\$474.60
System 15	\$2,373.00	System 15	15	\$158.20
System 15	\$2,373.00	System 15	35	\$67.80
System 16	\$3,444.00	System 16	5	\$688.80
System 16	\$3,444.00	System 16	10	\$344.40
System 16	\$3,444.00	System 16	20	\$172.20
System 16	\$3,444.00	System 16	40	\$86.10
System 16	\$3,444.00	System 16	60	\$57.40
System 16	\$3,444.00	System 16	80	\$43.05



<i>Column 1</i> <i>Entry</i>	<i>Column 2</i> <i>Entry Fee</i>	<i>Column 3</i> <i>Syndicate Entry</i>	<i>Column 4</i> <i>Syndicate Entry Shares</i>	<i>Column 5</i> <i>Syndicate Share Fee per panel (cost per Share)</i>
System 17	\$4,886.00	System 17	5	\$977.20
System 17	\$4,886.00	System 17	10	\$488.60
System 17	\$4,886.00	System 17	14	\$349.00
System 17	\$4,886.00	System 17	70	\$69.80
System 17	\$4,886.00	System 17	140	\$34.90
System 18	\$6,746.00	System 18	5	\$1,349.20
System 18	\$6,746.00	System 18	10	\$674.60
System 18	\$6,746.00	System 18	20	\$337.30
System 18	\$6,746.00	System 18	40	\$168.65
System 19	\$9,180.00	System 19	5	\$1,836.00
System 19	\$9,180.00	System 19	10	\$918.00
System 19	\$9,180.00	System 19	30	\$306.00
System 19	\$9,180.00	System 19	60	\$153.00
System 19	\$9,180.00	System 19	90	\$102.00
System 19	\$9,180.00	System 19	180	\$51.00
System 20	\$12,252.00	System 20	5	\$2,450.40
System 20	\$12,252.00	System 20	12	\$1,021.00
System 20	\$12,252.00	System 20	15	\$816.80
System 20	\$12,252.00	System 20	20	\$612.60
System 20	\$12,252.00	System 20	30	\$408.40
System 20	\$12,252.00	System 20	40	\$306.30
System 20	\$12,252.00	System 20	60	\$204.20

SCHEDULE 4

Syndicate Entries for Power45 (45 Powerballs)

<i>Column 1</i> <i>Entry</i>	<i>Column 2</i> <i>Entry Fee</i>	<i>Column 3</i> <i>Syndicate Entry</i>	<i>Column 4</i> <i>Syndicate Entry Share</i>	<i>Column 5</i> <i>Syndicate Share Fee per panel (cost per Share)</i>
System 6	\$213.00	System 6	5	\$42.60
System 6	\$213.00	System 6	10	\$21.30
System 7	\$747.00	System 7	5	\$149.40
System 7	\$747.00	System 7	9	\$83.00
System 7	\$747.00	System 7	15	\$49.80
System 7	\$747.00	System 7	45	\$16.60
System 8	\$1,985.00	System 8	5	\$397.00
System 8	\$1,985.00	System 8	10	\$198.50
System 8	\$1,985.00	System 8	25	\$79.40

<i>Column 1</i> <i>Entry</i>	<i>Column 2</i> <i>Entry Fee</i>	<i>Column 3</i> <i>Syndicate Entry</i>	<i>Column 4</i> <i>Syndicate Entry Share</i>	<i>Column 5</i> <i>Syndicate Share Fee per panel (cost per Share)</i>
System 8	\$1,985.00	System 8	50	\$39.70
System 8	\$1,985.00	System 8	100	\$19.85
System 9	\$4,470.00	System 9	5	\$894.00
System 9	\$4,470.00	System 9	10	\$447.00
System 9	\$4,470.00	System 9	25	\$178.80
System 9	\$4,470.00	System 9	50	\$89.40
System 10	\$8,934.00	System 10	5	\$1,786.80
System 10	\$8,934.00	System 10	10	\$893.40
System 10	\$8,934.00	System 10	20	\$446.70
System 10	\$8,934.00	System 10	30	\$297.80
System 10	\$8,934.00	System 10	60	\$148.90
System 11	\$16,385.00	System 11	5	\$3,227.00
System 11	\$16,385.00	System 11	10	\$1,638.50
System 11	\$16,385.00	System 11	25	\$655.40
System 11	\$16,385.00	System 11	50	\$327.70
System 12	\$28,080.00	System 12	5	\$5,616.00
System 12	\$28,080.00	System 12	10	\$2,808.00
System 12	\$28,080.00	System 12	20	\$1,404.00
System 12	\$28,080.00	System 12	50	\$561.60
System 12	\$28,080.00	System 12	100	\$280.80
System 12	\$28,080.00	System 12	150	\$187.20
System 13	\$45,605.25	System 13	5	\$9,121.05
System 13	\$45,605.25	System 13	15	\$3,040.35
System 13	\$45,605.25	System 13	45	\$1,013.45

## Protection of the Environment Operations (Waste) Regulation 2005 – General Exemption Under Part 6, Clause 51 and 51A

### The electric arc ladle furnace slag exemption 2011

#### Name

1. This exemption is to be known as 'The electric arc ladle furnace slag exemption 2011'.

#### Commencement

2. This exemption commences on 14 June 2011.

#### Duration

3. This exemption is valid until revoked by the Environment Protection Authority (EPA) by notice published in the Government Gazette.

#### Legislation

4. Under the *Protection of the Environment Operations (Waste) Regulation 2005* (the Regulation):
  - 4.1. Clause 51 (2) authorises the EPA to grant an exemption in relation to any matter or thing including an activity or class of activities, and
  - 4.2. Clause 51A authorises the EPA to exempt a person from any of the following provisions in relation to an activity or class of activities relating to certain waste that is to be land applied or used as a fuel:
    - the provisions of sections 47 to 49 and 88 of the *Protection of the Environment Operations Act 1997* (the Act),
    - the provisions of Schedule 1 to the Act, either in total or as they apply to a particular activity, and
    - the provisions of Part 3 and clauses 45 and 47 of the Regulation.

#### Exemption

5. In this Notice of Exemption:
  - 5.1. The responsible person listed in Column 1 of Table 1 is exempt from the provision/s listed in Column 2 of that table but only in relation to activities involving the relevant waste and only where the responsible person complies with the conditions referred to in Column 3 of the table.

However, this Notice of Exemption does not exempt the responsible person from the provisions specified in Column 2 where the relevant waste is received at premises that are, despite this exemption, required to be licensed for waste disposal (application to land) activities under the provisions of the Act.

- 5.2. Where a responsible person complies with the conditions of this Notice of Exemption, the activity referred to in Schedule 1 from which that person is exempt is taken to be a non-scheduled activity for the purposes of the Act.

Table 1

Column 1	Column 2	Column 3
Responsible person	Provisions from which the responsible person is exempt	Conditions to be met by the responsible person
Generator	section 48 of the Act in respect of clause 39 of Schedule 1 to the Act Part 3 of the Regulation	all requirements specified in section 7 and 8
Processor	section 48 of the Act in respect of clause 39 of Schedule 1 to the Act Part 3 of the Regulation	all requirements specified in section 7 and 9
Consumer	section 48 of the Act in respect of clauses 39 and 42 of Schedule 1 to the Act Part 3 of the Regulation section 88 of the Act clause 47 of the Regulation	all requirements specified in section 7 and 10

This Notice of Exemption is a general exemption for the purposes of clause 51(3) of the Regulation.

### Definitions

6. In this Notice of Exemption:

**Characterisation** means sampling and testing that must be conducted on the electric arc ladle furnace slag for the range of chemicals and other attributes listed in Column 1 of Table 2.

**Composite sample** means a sample that combines 5 discrete sub-samples into a single sample for the purpose of analysis.

**Consumer** means a person who applies, causes, or permits the application to land of electric arc ladle furnace slag within the definitions of “application to land” in accordance with the Act. The consumer may be the landholder responsible for the land to which electric arc ladle furnace slag is applied. Where a person responsible for transporting the electric arc ladle furnace slag to the land application site is also the party applying the electric arc ladle furnace slag, this person must also meet the responsibilities of the consumer.

**Electric arc ladle furnace slag** is the waste of the steelmaking process that is formed during ladle furnace and casting operations. Ladle slag is a mixture of molten oxides and silicates that provides an insulating layer on top of the liquid steel in the ladle. When casting has been completed the liquid slag is allowed to cool and solidify. Electric arc ladle furnace slag does not include any bag house dust or air pollution control residues.

**Generator** means a person who generates, supplies, causes, or permits the supply of electric arc ladle furnace slag to a processor or consumer. The generator may also be the processor.

**NA** means not applicable.

**Once-off sampling** means sampling and testing that must be conducted only once on a batch, truckload or stockpile of electric arc ladle furnace slag that is not repeated, reproduced and does not form part of a continuous process.

**Processor** means a person who processes, mixes, blends, or otherwise incorporates electric arc ladle furnace slag into a material for supply to a consumer.

**Routine sampling** means sampling and testing that must be conducted on the electric arc ladle furnace slag on an ongoing and regular basis.

**Relevant waste** means electric arc ladle furnace slag that meets the requirements of Section 7.

### General conditions

7. This Notice of Exemption is subject to the following conditions:
  - 7.1. The chemical concentration or other attribute of the electric arc ladle furnace slag listed in Column 1 of Table 2 must not exceed any of the following:
    - 7.1.1. the absolute maximum concentration or other value listed in Column 4 of Table 2,
    - 7.1.2. for characterisation or once-off tests, the maximum average (based on the arithmetic mean) concentration or other value listed in Column 2 of Table 2, and
    - 7.1.3. for routine tests, the maximum average (based on the arithmetic mean) concentration or other value listed in Column 3 of Table 2.
  - 7.2. The electric arc ladle furnace slag can only be applied to land for engineering fill in earthworks or for road making activities as follows:
    - 7.2.1. sealing aggregate,
    - 7.2.2. asphalt aggregate,
    - 7.2.3. engineered pavements (base and sub-base coarse),
    - 7.2.4. engineered fill,
    - 7.2.5. subsoil drains,
    - 7.2.6. filter aggregate.
  - 7.3. The electric arc ladle furnace slag can only be applied to land consistent with section 7.2 where:
    - 7.3.1. it complies with a relevant specification or Australian Standard or supply agreement/s, and
    - 7.3.2. planning or development consent that has specifically considered the use of electric arc ladle furnace slag has been granted for the project.
  - 7.4. The electric arc ladle furnace slag can be applied to land consistent with section 7.2 when mixed or blended with, or incorporated into other exempted materials at less than 30% by weight, provided that the blended materials have been validated as compliant with the conditions of each individual exemption, for the use specified in each exemption.

### Generator responsibilities

8. The following conditions must be met by the generator for this exemption to apply:
  - 8.1. Sampling must be undertaken in accordance with Australian Standard 1141 Methods for sampling and testing aggregates (or equivalent). Sampling and information on sample storage and preparation must be detailed in a written sampling plan.
  - 8.2. Where the electric arc ladle furnace slag is generated as part of a continuous process, the generator must undertake characterisation and routine sampling according to the requirements listed in Column 1 and Column 2 of Table 3, for the range of chemicals and other attributes listed in Column 1 of Table 2.
  - 8.3. Where the electric arc ladle furnace slag is not generated as part of a continuous process, the generator may undertake once-off sampling of a batch, truckload or stockpile of electric arc ladle furnace slag according to the requirements listed in Column 3 of Table 3, for the range of chemicals and other attributes listed in Column 1 of Table 2.
  - 8.4. Where there is a change in inputs that is likely to affect the properties in the electric arc ladle furnace slag, characterisation must be repeated. Characterisation samples can be used for routine testing and subsequent calculations.

- 8.5. Generators must keep a written record of all characterisation, routine and/or once-off test results for a period of five years.
- 8.6. Records of the quantity and proposed use of electric arc ladle furnace slag supplied to the processor or consumer and the processor or consumer's name and address must be kept for a period of five years.
- 8.7. The generator of electric arc ladle furnace slag must provide a written statement of compliance to the processor or consumer with each transaction, certifying that the electric arc ladle furnace slag complies with the relevant conditions of this exemption.
- 8.8. The generator of electric arc ladle furnace slag must make information on the latest characterisation and routine test results available to the processor and consumer.
- 8.9. The generator of electric arc ladle furnace slag must use due diligence to ensure that the relevant waste is utilised in applications that are consistent with the conditions of this exemption.

### **Processor responsibilities**

9. The following conditions must be met by the processor for this exemption to apply:
  - 9.1. The electric arc ladle furnace slag must be mixed or blended with, or otherwise incorporated into other exempted materials at less than 30% by weight.
  - 9.2. Records of the quantity and proposed use of electric arc ladle furnace slag supplied to the consumer and the consumer's name and address must be kept for a period of five years.
  - 9.3. Records of the quantity of electric arc ladle furnace slag received by the processor from the generator, and the generators name and address, must be kept for a period of five years.
  - 9.4. The processor of electric arc ladle furnace slag must provide a written statement of compliance to the consumer with each transaction, certifying that the electric arc ladle furnace slag complies with the relevant conditions of this exemption.
  - 9.5. The processor of electric arc ladle furnace slag must make information on the latest characterisation and routine test results available to the consumer.
  - 9.6. The processor of electric arc ladle furnace slag must use due diligence to ensure that the relevant waste is utilised in applications that are consistent with the conditions of this exemption.

### **Consumer responsibilities**

10. The following conditions must be met by the consumer for this exemption to apply:
  - 10.1. Records of the quantity and use of the electric arc ladle furnace slag received by the consumer and the suppliers' name and address must be kept for a period of five years.
  - 10.2. The electric arc ladle furnace slag must not be applied in or beneath water including groundwater.
  - 10.3. The consumer should note that regardless of having an exemption, the use of electric arc ladle furnace slag remains subject to all other relevant environmental regulations within the Act and Regulations, including but not limited to land pollution (s142A) and water pollution (s120).
  - 10.4. The consumer must land apply the relevant waste within a reasonable period of time.

### Chemical and other material property requirements

11. This Notice of Exemption only applies to electric arc ladle furnace slag where the chemical and other attributes listed in Column 1 of Table 2 comply with the chemical concentrations and other values listed in Column 2, Column 3 and Column 4 of Table 2, when analysed according to test methods specified in Column 5 of Table 2. Note that while limits are not included for boron and electrical conductivity, these must be tested in each sample and records kept of results.

**Table 2**

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>	<b>Column 5</b>
<b>Chemicals and other attributes</b>	<b>Maximum average concentration for characterisation</b> (mg/kg 'dry weight' unless otherwise specified)	<b>Maximum average concentration for routine testing</b> (mg/kg 'dry weight' unless otherwise specified)	<b>Absolute maximum concentration</b> (mg/kg 'dry weight' unless otherwise specified)	<b>Test method specified within Section</b>
1. Mercury	0.5	Not Required	1	13.1
2. Cadmium	3	3	5	13.2
3. Lead	75	75	150	13.2
4. Arsenic	5	Not Required	10	13.2
5. Beryllium	5	Not Required	10	13.2
6. Boron	NA	NA	NA	13.2
7. Chromium (total)	1%	Not Required	2%	13.2
8. Copper	150	150	300	13.2
9. Molybdenum	35	35	70	13.2
10. Nickel	50	50	100	13.2
11. Selenium	2	Not Required	5	13.2
12. Zinc	3500	3500	5000	13.2
13. Leachable concentration (TCLP) of Cadmium	0.025 mg/L	0.025 mg/L	0.05 mg/L	13.3
14. Leachable concentration (TCLP) of Chromium	1 mg/L	1 mg/L	2 mg/L	13.3
15. Leachable concentration (TCLP) of Copper	0.1 mg/L	0.1 mg/L	0.2 mg/L	13.3
16. Leachable concentration (TCLP) of Molybdenum	0.1 mg/L	0.1 mg/L	0.2 mg/L	13.3
17. Leachable concentration (TCLP) of Nickel	0.25mg/L	0.25mg/L	0.5mg/L	13.3
18. Leachable concentration (TCLP) of Zinc	2 mg/L	2 mg/L	4 mg/L	13.3
19. Electrical Conductivity	NA	NA	NA	13.4
20. pH*	9 to 12.5	Not Required	8 to 13	13.4

\*Note: The ranges given for pH are for the minimum and maximum acceptable pH values in the electric arc ladle furnace slag.

### Sampling and testing requirements

12. This Notice of Exemption only applies to electric arc ladle furnace slag sampled according to the requirements in Table 3.

**Table 3**

Column 1	Column 2	Column 3
Characterisation sampling frequency	Routine sampling frequency	Once-off sampling frequency
20 composite samples, by taking 1 composite sample from a different batch, truckload or stockpile. This must be repeated every year.	Either 5 composite samples per 2,000 tonnes or 5 composite samples per 3 months.	10 composite samples per 2,000 tonnes e.g. discrete once-off delivery or ship load.

### Test methods

13. All testing must be undertaken by analytical laboratories accredited by the National Association of Testing Authorities, or equivalent. All chemicals and other attributes listed in Column 1 of Table 2 must be measured in accordance with the test methods specified below:

- 13.1. Test method for measuring the mercury concentration in electric arc ladle furnace slag:
  - 13.1.1. Particle size reduction & sample splitting may be required.
  - 13.1.2. Analysis using USEPA SW-846 Method 7471B Mercury in solid or semisolid waste (manual cold-vapor technique), or an equivalent analytical method with a detection limit < 20% of the stated absolute maximum concentration in Table 2, Column 4 (i.e. 0.2 mg/kg dry weight).
  - 13.1.3. Report as mg/kg dry weight.
- 13.2. Test methods for measuring chemicals 2 - 12 in electric arc ladle furnace slag:
  - 13.2.1. Particle size reduction & sample splitting may be required.
  - 13.2.2. Sample preparation by digestion using USEPA SW-846 Method 3051A Microwave assisted acid digestion of sediments, sludges, soils, and oils.
  - 13.2.3. Analysis using USEPA SW-846 Method 6010C Inductively coupled plasma - atomic emission spectrometry, or an equivalent analytical method with a detection limit < 10% of the stated absolute maximum concentration in Table 2, Column 4 (i.e. 15 mg/kg dry weight for lead).
  - 13.2.4. Report as mg/kg dry weight.
- 13.3. Test method for measuring attributes 13 - 18 in electric arc ladle furnace slag:
  - 13.3.1. Analysis using USEPA SW-846 Method 1311 Toxicity characteristic leaching procedure (or an equivalent analytical method).
  - 13.3.2. Report as mg/L.



- 13.4. Test methods for measuring the electrical conductivity and pH in electric arc ladle furnace slag:
  - 13.4.1. Sample preparation by mixing 1 part electric arc ladle furnace slag with 5 parts distilled water.
  - 13.4.2. Analysis using Method 103 (pH) and 104 (Electrical Conductivity). *In* Schedule B (3): Guideline on Laboratory Analysis of Potentially Contaminated Soils, National Environment Protection (Assessment of Site Contamination) Measure 1999 (or an equivalent analytical method).
  - 13.4.3. Report electrical conductivity in deciSiemens per metre (dS/m).

### **Exemption Granted**

**Christopher McElwain**  
**Manager Waste Management**  
**Environment Protection Authority**  
**by delegation**

## Notes

The EPA may amend or revoke this exemption at any time. It is the responsibility of the generator, processor and consumer to ensure that they comply with all relevant requirements of the most current exemption. The current version of an exemption will be available on the EPA website: [www.environment.nsw.gov.au](http://www.environment.nsw.gov.au)

In gazetting this general exemption, the EPA is exempting the relevant waste from the specific requirements of the Act and Regulations as stated in this exemption. The EPA is not in any way endorsing the use of this substance or guaranteeing that the substance will confer benefit.

The EPA may grant specific exemptions in certain circumstances in recognition of intellectual property rights or where it is necessary to impose specific conditions on the use or application of a waste.

The use of exempted material remains subject to other relevant environmental regulations within the Act and Regulations. For example, a person who pollutes land (s142A) or water (s120), or does not meet the special requirements for asbestos waste (clause 42), regardless of having an exemption, is guilty of an offence and subject to prosecution.

For the purposes of arrangements between a generator, a processor and a consumer, a 'transaction' is taken to mean the contractual agreement between the two parties which specifies the exchange of waste material from one party to another. A 'statement of compliance' must be in writing and be provided with each transaction.

The conditions set out in this exemption are designed to minimise the risk of potential harm to the environment, human health or agriculture, however, neither this exemption nor these conditions guarantee that the environment, human health or agriculture will not be harmed.

The consumer should assess whether or not the exempted material is fit for the purpose the material is proposed to be used and whether this use will cause harm. The consumer may need to seek expert engineering or technical advice.

This exemption does not apply to any material received at a premises that is required to be licensed for waste disposal (application to land) activities under the provisions of the Act. This exemption does not remove the need for a site at which processing occurs to be licensed, if required under Schedule 1 of the Act.

This exemption does not alter the requirements of any other relevant legislation that must be met in utilising this material, including for example, the need to prepare a Material Safety Data Sheet (MSDS).

Regardless of any exemption provided by the EPA, the person who causes or permits the application of the substance to land must ensure that the action is lawful and consistent with the development consent requirements of the land.

All records required to be kept under this exemption must be made available to authorised officers of the EPA upon request.

Failure to comply with the conditions of this Notice of Exemption may constitute an offence under clause 51 of the Regulation and the responsible person will be required to comply with the normal regulatory provisions.

## Protection of the Environment Operations (Waste) Regulation 2005 – General Exemption Under Part 6, Clause 51 and 51A

### The coal ash exemption 2011

#### Name

1. This exemption is to be known as 'The coal ash exemption 2011'.

#### Commencement

2. This exemption commences on 14 June 2011.

#### Duration

3. This exemption is valid unless revoked by the Environment Protection Authority (EPA) by notice published in the Government Gazette. 'The coal ash exemption 2010' which commenced on 5 March 2010, is revoked on 14 June 2011.

#### Legislation

4. Under the *Protection of the Environment Operations (Waste) Regulation 2005* (the Regulation):
  - 4.1. Clause 51 (2) authorises the EPA to grant an exemption in relation to any matter or thing including an activity or class of activities, and
  - 4.2. Clause 51A authorises the EPA to exempt a person from any of the following provisions in relation to an activity or class of activities relating to certain waste that is to be land applied or used as a fuel:
    - the provisions of sections 47 to 49 and 88 of the *Protection of the Environment Operations Act 1997* (the Act),
    - the provisions of Schedule 1 to the Act, either in total or as they apply to a particular activity, and
    - the provisions of Part 3 and clauses 45 and 47 of the Regulation.

#### Exemption

5. In this Notice of Exemption:
  - 5.1. The responsible person listed in Column 1 of Table 1 is exempt from the provision/s listed in Column 2 of that table but only in relation to activities involving the relevant waste and only where the responsible person complies with the conditions referred to in Column 3 of the table.

However, this Notice of Exemption does not exempt the responsible person from the provisions specified in Column 2 where the relevant waste is received at premises that are, despite this exemption, required to be licensed for waste disposal (application to land) activities under the provisions of the Act.

- 5.2. Where a responsible person complies with the conditions of this Notice of Exemption, the activity referred to in Schedule 1 from which that person is exempt is taken to be a non-scheduled activity for the purposes of the Act.

**Table 1**

Column 1	Column 2	Column 3
Responsible person	Provisions from which the responsible person is exempt	Conditions to be met by the responsible person
Generator	section 48 of the Act in respect of clause 39 of Schedule 1 to the Act Part 3 of the Regulation	all requirements specified in section 7 and 8
Processor	section 48 of the Act in respect of clause 39 of Schedule 1 to the Act Part 3 of the Regulation	all requirements specified in section 7 and 9
Consumer	section 48 of the Act in respect of clauses 39 and 42 of Schedule 1 to the Act Part 3 of the Regulation section 88 of the Act clause 47 of the Regulation	all requirements specified in section 7 and 10

This Notice of Exemption is a general exemption for the purposes of clause 51(3) of the Regulation.

### Definitions

6. In this Notice of Exemption:

**Brine conditioned ash** means coal ash that has been conditioned or treated with brine concentrator waste from process water treatment.

**Burning New South Wales (NSW) black coal** means burning coal that was mined in NSW. It is recognised that small quantities of other substances, such as oil, may be used as ignition start-up fuels. Burning NSW black coal is taken to include the use of such materials during the start-up process.

**Characterisation** means sampling and testing that must be conducted on the coal ash for the range of chemicals and other attributes listed in Column 1 of Table 2.

**Composite sample** means a sample that combines 5 discrete sub-samples into a single sample for the purpose of analysis.

**Consumer** means a person who applies, causes, or permits the application to land of coal ash within the definitions of “application to land” in accordance with the Regulation. The consumer may be the landholder responsible for the land to which coal ash is applied. Where a person responsible for transporting the coal ash to the land application site is also the party applying the coal ash, this person must also meet the responsibilities of the consumer.

**Coal ash** means coal combustion products (CCPs), fly ash or furnace bottom ash from burning NSW black coal. This does not include brine conditioned or treated ash or salts.

**Generator** means a person who generates, supplies, causes, or permits the supply of coal ash to a processor or consumer.

**Once-off sampling** means sampling and testing that must be conducted only once on a batch, truckload or stockpile of coal ash that is not repeated, reproduced and does not form part of a continuous process.

**NA** means not applicable.

**Processor** means a person who generates, supplies, causes, or permits the supply of coal ash to a consumer, or who processes, mixes, blends, or otherwise incorporates recovered coal ash into a material for supply to a consumer. The generator may also be the processor.

**Relevant waste** means coal ash that meets the requirements of Section 7.

**Routine sampling** means sampling and testing that must be conducted on the coal ash on an ongoing and regular basis.

### General conditions

7. This Notice of Exemption is subject to the following conditions:
  - 7.1. The chemical concentration or other attribute of the coal ash listed in Column 1 of Table 2 must not exceed any of the following:
    - 7.1.1. the absolute maximum concentration or other value listed in Column 4 of Table 2,
    - 7.1.2. for characterisation or once-off tests, the maximum average (based on the arithmetic mean) concentration or other value listed in Column 2 of Table 2, and
    - 7.1.3. for routine tests, the maximum average (based on the arithmetic mean) concentration or other value listed in Column 3 of Table 2.
  - 7.2. The coal ash can only be applied to land as an engineered fill, stabiliser, filter or drainage material or as a sand substitute as follows:
    - 7.2.1. pipe bedding material,
    - 7.2.2. selected backfill adjacent to structures,
    - 7.2.3. road pavement, base and sub-base structures,
    - 7.2.4. composite filler in asphalt pavements,
    - 7.2.5. rigid and composite pavement structures,
    - 7.2.6. select layers which act as working platforms at the top of earthworks,
    - 7.2.7. fill for reinforced soil structures (including geo-grid applications).
  - 7.3. The coal ash can only be applied to land consistent with section 7.2 where:
    - 7.3.1. it complies with a relevant specification or Australian Standard or supply agreement/s, and
    - 7.3.2. planning or development consent that has specifically considered the use of coal ash has been granted for the project.
  - 7.4. The coal ash can be applied to land consistent with section 7.2 when blended with other exempted materials, provided that the blended materials have been validated as compliant with the conditions of each individual exemption, for the use specified in each exemption.

### Generator responsibilities

8. The following conditions must be met by the generator for this exemption to apply:
  - 8.1. Sampling must be undertaken in accordance with Australian Standard 1141 Methods for sampling and testing aggregates (or equivalent). Sampling and information on sample storage and preparation must be detailed in a written sampling plan.
  - 8.2. Where the coal ash is generated as part of a continuous process, the generator must undertake characterisation and routine sampling according to the requirements listed in Column 1 and Column 2 of Table 3, for the range of chemicals and other attributes listed in Column 1 of Table 2.
  - 8.3. Where the coal ash is not generated as part of a continuous process, the generator may undertake once-off sampling of a batch, truckload or stockpile of coal ash according to the requirements listed in Column 3 of Table 3, for the range of chemicals and other attributes listed in Column 1 of Table 2.
  - 8.4. Where there is a change in inputs that is likely to affect the properties in the coal ash, characterisation must be repeated. Characterisation samples can be used for routine testing and subsequent calculations.

- 8.5. Generators must keep a written record of all characterisation, routine and/or once-off test results for a period of five years.
- 8.6. Records of the quantity and proposed use of coal ash supplied to the processor or consumer and the processor's or consumer's name and address must be kept for a period of five years.
- 8.7. The generator of coal ash must provide a written statement of compliance to the processor or consumer with each transaction, certifying that the coal ash complies with the relevant conditions of this exemption.
- 8.8. The generator of coal ash must make information on the latest characterisation and routine test results available to the processor or consumer.
- 8.9. The generator of coal ash must use due diligence to ensure that the relevant waste is utilised in applications that are consistent with the conditions of this exemption.

### **Processor responsibilities**

9. The following conditions must be met by the processor for this exemption to apply:

- 9.1. Records of the quantity and proposed use of coal ash supplied to the consumer and the consumer's name and address must be kept for a period of five years.
- 9.2. Records of the quantity of coal ash received by the processor from the generator, and the generators name and address, must be kept for a period of five years.
- 9.3. The processor of coal ash must provide a written statement of compliance to the consumer with each transaction, certifying that the coal ash complies with the relevant conditions of this exemption.
- 9.4. The processor of coal ash must make information on the latest characterisation and routine test results available to the consumer.
- 9.5. The processor of coal ash must use due diligence to ensure that the relevant waste is utilised in applications that are consistent with the conditions of this exemption.

### **Consumer responsibilities**

10. The following conditions must be met by the consumer for this exemption to apply:

- 10.1. Records of the quantity and use of the coal ash received by the consumer and the suppliers' name and address must be kept for a period of five years.
- 10.2. The coal ash must not be applied in or beneath water including groundwater.
- 10.3. The consumer should note that regardless of having an exemption, the use of coal ash remains subject to all other relevant environmental regulations within the Act and Regulations, including but not limited to land pollution (s142A) and water pollution (s120).
- 10.4. The consumer must land apply the relevant waste within a reasonable period of time.

### Chemical and other material property requirements

11. This Notice of Exemption only applies to coal ash where the chemical and other attributes listed in Column 1 of Table 2 comply with the chemical concentrations and other values listed in Column 2, Column 3 and Column 4 of Table 2, when analysed according to test methods specified in Column 5 of Table 2. Note that while limits are not included for electrical conductivity, this must be tested in each sample and records kept of results.

**Table 2**

Column 1	Column 2	Column 3	Column 4	Column 5
<b>Chemicals and other attributes</b>	<b>Maximum average concentration for characterisation</b> (mg/kg 'dry weight' unless otherwise specified)	<b>Maximum average concentration for routine testing</b> (mg/kg 'dry weight' unless otherwise specified)	<b>Absolute maximum concentration</b> (mg/kg 'dry weight' unless otherwise specified)	<b>Test method specified within Section</b>
1. Mercury	0.5	Not required	1	13.1
2. Cadmium	0.5	0.5	1	13.2
3. Lead	25	25	50	13.2
4. Arsenic	10	Not required	20	13.2
5. Boron	75	Not required	150	13.2
6. Chromium (total)	25	25	50	13.2
7. Copper	20	Not required	40	13.2
8. Molybdenum	10	Not required	20	13.2
9. Nickel	25	25	50	13.2
10. Selenium	10	10	20	13.2
11. Zinc	35	35	70	13.2
12. Electrical Conductivity	NA	NA	NA	13.3
13. pH*	7 to 12.5	7 to 12.5	6 to 13	13.3

\*Note: The ranges given for pH are for the minimum and maximum acceptable pH values in the coal ash.

### Sampling and testing requirements

12. This Notice of Exemption only applies to coal ash sampled according to the requirements in Table 3.

**Table 3**

Column 1	Column 2	Column 3
<b>Characterisation sampling frequency</b>	<b>Routine sampling frequency</b>	<b>Once-off sampling frequency</b>
20 composite samples, by taking 1 composite sample from a different batch, truckload or stockpile. This must be repeated every 2 years.	Either 5 composite samples per 10,000 tonnes or 5 composite samples per 6 months.	10 composite samples per 4,000 tonnes e.g. discrete once-off delivery or ship load.



**Test methods**

13. All testing must be undertaken by analytical laboratories accredited by the National Association of Testing Authorities, or equivalent. All chemicals and other attributes listed in Column 1 of Table 2 must be measured in accordance with the test methods specified below:

- 13.1. Test method for measuring the mercury concentration in coal ash:
  - 13.1.1. Particle size reduction & sample splitting may be required.
  - 13.1.2. Analysis using USEPA SW-846 Method 7471B Mercury in solid or semisolid waste (manual cold-vapor technique), or an equivalent analytical method with a detection limit < 20% of the stated absolute maximum concentration in Table 2, Column 4 (i.e. 0.2 mg/kg dry weight).
  - 13.1.3. Report as mg/kg dry weight.
- 13.2. Test methods for measuring chemicals 2 - 11 in coal ash:
  - 13.2.1. Particle size reduction & sample splitting may be required.
  - 13.2.2. Sample preparation by digestion using USEPA SW-846 Method 3051A Microwave assisted acid digestion of sediments, sludges, soils, and oils.
  - 13.2.3. Analysis using USEPA SW-846 Method 6010C Inductively coupled plasma - atomic emission spectrometry, or an equivalent analytical method with a detection limit < 10% of the stated absolute maximum concentration in Table 2, Column 4 (i.e. 5 mg/kg dry weight for lead).
  - 13.2.4. Report as mg/kg dry weight.
- 13.3. Test methods for measuring the electrical conductivity and pH in coal ash:
  - 13.3.1. Sample preparation by mixing 1 part coal ash with 5 parts distilled water.
  - 13.3.2. Analysis using Method 103 (pH) and 104 (Electrical Conductivity). *In* Schedule B (3): Guideline on Laboratory Analysis of Potentially Contaminated Soils, National Environment Protection (Assessment of Site Contamination) Measure 1999 (or an equivalent analytical method).
  - 13.3.3. Report electrical conductivity in deciSiemens per metre (dS/m).

**Exemption Granted**

**Christopher McElwain**  
**Manager Waste Management**  
**Environment Protection Authority**  
**by delegation**

## Notes

The EPA may amend or revoke this exemption at any time. It is the responsibility of the generator, processor and consumer to ensure that they comply with all relevant requirements of the most current exemption. The current version of an exemption will be available on the EPA website: [www.environment.nsw.gov.au](http://www.environment.nsw.gov.au)

In gazetting this general exemption, the EPA is exempting the relevant waste from the specific requirements of the Act and Regulations as stated in this exemption. The EPA is not in any way endorsing the use of this substance or guaranteeing that the substance will confer benefit.

The EPA may grant specific exemptions in certain circumstances in recognition of intellectual property rights or where it is necessary to impose specific conditions on the use or application of a waste.

The use of exempted material remains subject to other relevant environmental regulations within the Act and Regulations. For example, a person who pollutes land (s142A) or water (s120), or does not meet the special requirements for asbestos waste (clause 42), regardless of having an exemption, is guilty of an offence and subject to prosecution.

For the purposes of arrangements between a generator, a processor and a consumer, a 'transaction' is taken to mean the contractual agreement between the two parties which specifies the exchange of waste material from one party to another. A 'statement of compliance' must be in writing and be provided with each transaction.

The conditions set out in this exemption are designed to minimise the risk of potential harm to the environment, human health or agriculture, however, neither this exemption nor these conditions guarantee that the environment, human health or agriculture will not be harmed.

The consumer should assess whether or not the exempted material is fit for the purpose the material is proposed to be used and whether this use will cause harm. The consumer may need to seek expert engineering or technical advice.

This exemption does not apply to any material received at a premises that is required to be licensed for waste disposal (application to land) activities under the provisions of the Act. This exemption does not remove the need for a site at which processing occurs to be licensed, if required under Schedule 1 of the Act.

This exemption does not alter the requirements of any other relevant legislation that must be met in utilising this material, including for example, the need to prepare a Material Safety Data Sheet (MSDS).

Regardless of any exemption provided by the EPA, the person who causes or permits the application of the substance to land must ensure that the action is lawful and consistent with the development consent requirements of the land.

All records required to be kept under this exemption must be made available to authorised officers of the EPA upon request.

Failure to comply with the conditions of this Notice of Exemption may constitute an offence under clause 51 of the Regulation and the responsible person will be required to comply with the normal regulatory provisions.

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# PRIVATE ADVERTISEMENTS

## COUNCIL NOTICES

### BLACKTOWN CITY COUNCIL

Dedication of Land as a Public Road

Roads Act 1993, Section 10

NOTICE is hereby given that in accordance with section 10 of the Roads Act 1993, the land described in the Schedule below is dedicated to the public as road. R. MOORE, General Manager, Blacktown City Council, PO Box 63, Blacktown NSW 2148.

#### SCHEDULE

Lot 11, DP 1164625.

[5904]

### CAMDEN COUNCIL

Roads Act 1993, Section 162

Roads (General) Regulation 2000

Naming of Roads

NOTICE is hereby given that Camden Council, pursuant to the abovementioned Act and Regulation, has named the roads described hereunder. GREG WRIGHT, General Manager, PO Box 183, Camden NSW 2570.

New Road Names:

Abbott	Abel	Abensur
Abidi	Achcar	Ahlberg
Aitken Lane	Akhil	Amidon
Ang	Archer	Arden Close
Arena	Argent	Aronson
Attwood	Austen Way	Axeirod
Axelsen		
Bach	Bamford	Bangay
Barbalet	Baronova	Barrow
Barsamian	Batty	Baumann
Beckham	Behmoiras	Bextor
Bilsborough	Bilson	Blain
Boese	Boland	Bosworth
Bouras	Bradberry	Broadbent
Brookner	Buchan	Burgess
Burrell		
Caires	Callow	Calwell
Campion	Campos	Capote
Carle	Carlyon	Carmony
Cams	Cassidy	Caswell
Chessman	Chidester	Chomsky
Cilento	Chancy Lane	Cohen
Conran Close	Cooke	Corder Drive
Cormier	Cornwell	Costain
Coulson	Cracknell	Craig
Crofts	Cussler	Cusworth
Cuthbert		
Dahlquist	De Botton	de Brito
De Chabaneix	Deason	Dedopulos
Denove	Denton	Desai
Deveson	Diamond	Dowrick
Dray	Dubner	Dunnett
Dutton		

Easton Avenue	Eckersley	Eggers Lane
Eisler	Elbling	Essig
Faber	Facey	Fallon Drive
Fasman	Faulkner	Feinson
Fielding	Fienberg	Fleming
Floyd	Fouda	Fowler Lane
Gaddis	Garland Street	Garner
Garton Road	Geddes Street	Germein
Gerrand	Gladwell	Glass
Goldsworthy	Gore	Greenberg
Greenhill	Greer	Gribbin
Grossi	Guthridge	Guttersen
Gwynne		
Halligan	Hamid	Hampson
Hark	Harland	Hartnett
Hatherly	Heighton	Hellaby
Heller	Hinton Street	Hirsch
Holland Drive	Horacek	Humphrey
Hurst		
Jacobson	Jacques	Janke
Jeffery	Jellett	Jennings
Jewell	Jinks	Jolley Lane
Kaplan	Kee	Keenan
Keon	Kerr	Klein
Knapman	Kolm	Kotzmann
Krauss		
Laguna	Laird	Lanagan
Landau	Landon Street	Larbalestier
Lansson	Laven	Lawrinson
Lea	Legge	Leggett
Levitt	Lewis Street	Lohrey
Lurie		
Mackintosh	Magerl	Mahy
Maloney	Maltin	Marai
Marchetta	Marrell	Marshall Ave
Matheson Street	McAllister	McAteer
McBratney	McCarthy	McConchie
McCutcheon	McDougall	McFarlane
McGeachin	McGilton	McGinnis
McGovern	McGregor	McGuinness
McHugh	McInerney	McKay
McKeith	McKerron	McRobbie
Mellonie	Metzenthon	Millman
Mode	Mohsin	Moloney
Monbiot	Mooney Street	Mora
Moriarty	Mortimer Lane	Musgrove
Newman	Newton	Nichol
Nicholson Parade	Niland	Nilsson
Noakes	Noble Lane	Norling
Normand	Northcutt	Norton
Oates	Opray	Orman
Orr	Orwell Place	Ostow
Oswald	Owens	
Palast	Parkinson Street	Partridge
Pascoe	Paviour	Pedersen
Pelzer	Pershall	Pfeiffer
Piesse	Prendergast	Pryor Lane
Rains	Ramadan	Reynolds Street
Riccardi	Rich	Rippin
Ronayne	Rosoff	Rotella
Roy	Rubinstein	Runyon Lane

Sach	Sallis	Salom	<b>CAMDEN COUNCIL</b>		
Sands	Schwarz	Sebald	Roads Act 1993, Section 162		
Seccull	Sefton Lane	Shanahan	Roads (General) Regulation 2000		
Sheehan	Shield Close	Silva	Naming of Roads		
Sloane Drive	Snyder	Sofilas	NOTICE is hereby given that Camden Council, pursuant to the abovementioned Act and Regulation, has named the roads described hereunder. GREG WRIGHT, General Manager, PO Box 183, Camden NSW 2570.		
Southall	Spurlock	Starke			
Stead	Steele	Stone			
Stoppard	Strahan	Strong			
Summers Street	Sykes				
Tanner	Tardent	Tebbetts			
Templar	Terzini	Thiele			
Tolle	Tomalin	Toomer			
Tranter	Tupman	Tyerman			
Umansky	Underhill				
Vandeleur	Veitch	Vincent Street	New Road Names:		
Vine Street	Vithoukas	von Adlerstein			
Wagner			Polding Avenue	Eliza Street	Lee Street
			McKellar Street	Morley Street	Ritchie Street
			Sutherland Street	Sutton Avenue	Doherty Street
			McLanghlin Street		
			Location: Suburb Cobbitty. [5906]		
Ameraucana	Araucana	Ancona Ave	<b>CAMDEN COUNCIL</b>		
Andalusium	Asil	Asturian	Roads Act 1993, Section 162		
Australorp			Roads (General) Regulation 2000		
Bandara Circuit	Bantam	Barley	Naming of Roads		
Barnevelder	Belmont	Brahma	NOTICE is hereby given that Camden Council, pursuant to the abovementioned Act and Regulation, has named the roads described hereunder. GREG WRIGHT, General Manager, PO Box 183, Camden NSW 2570.		
Brassica					
Candling	Cape Street	Chantecler			
Clutch	Cobbs	Cochins			
Cockerel	Comb	Comet			
Comfrey	Cornish	Crevecoeur			
Cubalaya					
Delaware Street	Dewpoint Drive	Dorking			
Dorset Street					
Epsom Street					
Faverolle Drive	Freerange	Frieslands	New Road Names:		
Gallina Drive	Gimmizah	Grazing			
Hamburg	Hampshire Ave	Hatchery			
Hock	Holland	Houdan			
Hoxton	Hubbard				
Ingham Street					
Java Street					
Kale					
La Fleche	Lakenvelder	Langshan St			
Leghorn	Limestone	Lowan Street			
Manuk	Maran Street	Marshall Ave			
Maize	Minorca Circuit	Mithras			
Montazah Street					
Oilseed	Orpington				
Patridge Street	Pearl	Pencilled			
Perching	Pinestraw	Pipping			
Plumage	Plymouth	Pollard			
Primarie					
Rhode Island Red	Rosecomb				
Silky	Softwood	Starcross			
Stern					
Tegel Street	Turkins				
Walnut	Waterglass	Wattle			
Welsummer	Wicker	Wyandotte			
Location: Suburb Spring Farm.		[5905]	Parsons	Perkins	Potts
			Power		
			Radisich	Redman Grange	Reed
			Richards	Rixon	Rose

Schuppan Smith	Seton Street	Skaiffe	Egerton Eugowra	Ellen Ridge Euroa	Entwistle
Tander	Taylor		Flintlock	Foley	
Ward	Webber	Weldon	Governor	Greta Avenue	
Williamson	Willmington	Winterbottom	Hall	Hart Court	Hawthorne Cct
Allison	Atlee	Austen	Howe	Hughes	
Buckingham			Jenolan	Jerilderie	
Carden	Cole	Cray	Kate Terrace	Keys	
Crick			Laggan	Longarm	Lonigan Parade
Daddo	Davidson	Ducros	Lowry		
Ekins	Evans	Evergreen	Mawbey	Midnite	Moonlite
Ewing			O'Meally	Oura	
Faithful	Fatouros	Franklin	Paid	Peisley	Pentridge
Harvey	Horsley	Howard	Pigeon		
Keefe	Kenway	Kingsley	Rammer	Redford	Revingstone
Kleinig			Ribbon	Rogan	Rutherford
Laura	Lawler	Lazich	Scanlon Crescent	Sherrit Way	Sorell
Lowe			Starlight	Stringybark	
Maguire	Mawer	Miller	Tenterfield	Thunderbolt	
Milton	Mowle	Moxon	Underwood	Uralla	
Moyes			Vane		
Neal	Neville		Wantabadgery	Wellington	Wernicke
Orlando			Westwood	Whitten	Wingham
Peck	Pitstock		Wolloo		
Rawlings	Revell	Russell	Yellilong	Younghusband	
Sainsbury	Salmon	Sando	Location: Suburb Harrington Park.		[5908]
Sargent	Searle	Shannon			
Shepherd	Skelton	Sowerby			
Stahl	Steward				
Tess	Thorpe				
Ure, Van Prag					
Walker	Wear	Wedd			
South Circuit					
Central Avenue					
Location: Suburb Oran Park.		[5907]			

### CAMDEN COUNCIL

Roads Act 1993, Section 162

Roads (General) Regulation 2000

Naming of Roads

NOTICE is hereby given that Camden Council, pursuant to the abovementioned Act and Regulation, has named the roads described hereunder. GREG WRIGHT, General Manager, PO Box 183, Camden NSW 2570.

New Road Names:

Abercrombie	Atterall	
Beechworth	Benalla	Bigga
Binda	Bobin	Bogong
Bow	Breza	Bryant
Bugg		
Cameron Circuit	Caesar	Cash
Castlemaine	Chamberlain	Cogington
Collector	Colt	Comerford
Crookwell	Cummins	
Daley	Dalton	Dargin
Donahue	Doolan	Douglas

### CITY OF CANADA BAY COUNCIL

Local Government Act 1993, Section 50

Vesting of Drainage Reserves

IN the subdivision of land within the City of Canada Bay Council area, the land described in the schedule hereunder is marked "Drainage Res" and reserved from sale in DP 7353. The City of Canada Bay Council is entitled under the Local Government Act 1993, to require the transfer of subject lands, now is it hereby notified under the provisions of section 50 (4) of the Local Government Act 1993, that such land is vested in the City of Canada Bay Council. G. SAWYER, General Manager, City of Canada Bay Council Locked Bag 1470 Drummoyne NSW 1470.

### SCHEDULE

Lot 129, DP 7353 being the residue of land in Certificate of Title Volume 2434 Folio 23. [5909]

### COROWA SHIRE COUNCIL

Local Government Act 1993

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Land

COROWA SHIRE COUNCIL declares, with the approval of Her Excellency the Governor that the land and easements described in Schedule 1 below, excluding the interests described in Schedule 2 below and excluding any mines or deposits of minerals in the land, are acquired by compulsory process in accordance with the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for sewerage purposes.

Dated at Corowa this 3rd day of March 2011. BRUCE CORCORAN, General Manager, Corowa Shire Council, PO Box 77, Corowa NSW 2646.

#### SCHEDULE 1

Lot 1 in DP 1133419

#### Easement Descriptions

Rights as described under the heading EASEMENT SEWER PIPELINE over the site shown in DP 1133419 as 'E8 PROPOSED EASEMENT FOR RISING MAIN 5 WIDE'

Rights as described under the heading EASEMENT FOR ACCESS over the site shown in DP 1133419 as 'E9 PROPOSED EASEMENT FOR ACCESS VARIABLE WIDTH'

Rights as described in Memorandum AF845560 lodged at the Land and Property Management Authority over the site shown in DP 1133419 as 'E3 EXISTING EASEMENT TO DRAIN WATER 15 WIDE VIDE DP 255581'

#### EASEMENT FOR SEWER PIPELINE

FULL AND FREE right for the Body having the benefit of this easement (being a public or local authority) and every person authorised by it from time to time and at all times to pass and convey sewage in any quantities through the servient tenement TOGETHER WITH the right to use for the purpose of the easement any line of pipes (including works ancillary thereto) already laid within the servient tenement for the purposes of the passage and conveyance of such sewage or any pipe or pipes (including works ancillary thereto) in replacement, substitution or duplication therefor and where no such line of pipes exists to lay place and maintain a line of pipes of sufficient internal diameter (including works ancillary thereto) beneath the surface of the servient tenement AND TO lay place and maintain upon the surface of the servient tenement any works ancillary to the said line of pipes AND TOGETHER WITH the right for the Body having the benefit of this easement (being a public or local authority) and every person authorised by it with any tools, implements or machinery, necessary for the purposes, to enter upon the servient tenement and to remain there for any reasonable time for the purposes of laying, inspecting, cleansing, repairing, maintaining or renewing such pipeline or any part thereof (including works ancillary thereto) AND for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary PROVIDED THAT the Body having the benefit of this easement (being a public or local authority) and every person authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

#### EASEMENT FOR ACCESS

FULL AND FREE right for the Body having the benefit of this easement (being a public or local authority) and every person authorised by it from time to time and at all times to go, pass and repass for all purposes with or without materials, tools, implements, plant, machinery or vehicles upon and over the surface of the servient tenement TOGETHER WITH the right to enter upon the servient tenement from time to time and at all times with any materials, tools, implements, plant machinery or vehicles and to remain there for any reasonable time for the purpose of laying upon the surface of the servient tenement, rock, stone, gravel, bitumen, concrete

or other material or for the purpose of removing the surface and undersurface of the servient tenement and substituting therefor either in whole or part, rock, stone, gravel, bitumen, concrete or other material and of forming and maintaining a road thereon to such standards as may from time to time be determined by the Body having the benefit of this easement.

#### SCHEDULE 2

Rights as described under the heading "E4 EXISTING EASEMENT TO DRAIN SEWAGE 3 WIDE VIDE DP 255581 [5910]

### THE HILLS SHIRE COUNCIL

Roads Act 1993, Section 10

NOTICE is hereby given that The Hills Shire Council dedicates the land described in the Schedule below as public road under section 10 of the Roads Act 1993. GENERAL MANAGER, The Hills Shire Council, 129 Showground Road, Castle Hill NSW 2154.

#### SCHEDULE

All that piece or parcel of land known as Lot 10 in DP 1157046 in The Hawkesbury Shire Council, Parish of Pitt Town, County of Cumberland and as described in Folio Identifier 10/1157046. [5911]

### LOCKHART SHIRE COUNCIL

Roads Act 1993

Naming of Public Roads

NOTICE is hereby given that Lockhart Shire Council, pursuant to section 162 of the Roads Act 1993, has adopted the following road names:

Draper Smissen Street – running northeast from Urana Street to Davidson Street, The Rock for a distance of 134m (authorised by Resolution of Council on 18 October 2005, Res. 24798).

Bond Street – running in a westerly direction from the northern section of Veneris Street, Lockhart.

Harry Davies Drive – running in an easterly direction from East Street, Lockhart (the Albury road) in the area known as Lockhart Industrial Park.

Authorised by Resolution of Council on 16 November 2009 (412/09). CHRIS GALLAGHER, General Manager, Lockhart Shire Council, 69 Green Street, Lockhart NSW 2656. [5912]

### MAITLAND CITY COUNCIL

Roads Act 1993, Section 10

Dedication of Land as a Public Road

NOTICE is hereby given that in accordance with section 10 of the Roads Act 1993, the land described in the Schedule below is dedicated to the public as road. DAVID EVANS, General Manager, Maitland City Council, PO Box 220, Maitland NSW 2320.

#### SCHEDULE

Lots 1, 3, 5 and 6, DP 1163769, being land situated on Trappaud Road, Louth Park and East Maitland. [5913]

## PARKES SHIRE COUNCIL

Section 713, Local Government Act 1993

Sale of Land for Unpaid Rates

NOTICE is hereby given to the persons named hereunder that the Council of the Shire of Parkes has resolved, in pursuance of section 713 of the Local Government Act 1993, to sell the land described hereunder of which the persons named appear to be the owners or in which they appear to have an interest and on which the amount of rates stated in each case as at 29 March 2011, is due:

<i>Owners or person having interest in land</i>	<i>Description of Land</i>	<i>Amount of Rates (including extra charges) overdue for more than (5) five years</i>	<i>Amount of all other rates (including extra charges) due and in arrears</i>	<i>TOTAL (including interest calculated to 29 March 2011)</i>
(a)	(b)	(c)	(d)	(e)
Mr John Joseph Gregory McGIRR.	Lot 1, DP 961580, 210A Clarinda Street, Parkes.	\$0.00	\$5,463.36	\$5,463.36
Ms A. FLANNERY.	Lot 5, DP 306265, Dalton Street, Parkes.	\$1,661.57	\$7,682.02	\$9,343.59
Mr Bernard Gregory McGIRR.	Lot 8, DP 113806, Wellington Road, Parkes.	\$1,182.00	\$2,715.80	\$3,897.80
Mr Christopher Maurice COLE and Mrs Jancie COLE.	Lot 211, DP 732052, 'Coo-ee', Yethra Road, Tullamore.	\$204.89	\$2,326.63	\$2,531.52
Mr Marcus BOLAND.	Lot 5, section 4, DP 758125, 80 Bogan Street, Bogan Gate.	\$4,170.43	\$6,088.38	\$10,258.81
Mr Henry Gordon McKEOWEN.	Lot 1, DP 132622, Hutton Street, Bogan Gate.	\$3,426.30	\$6,361.76	\$9,788.06
Mr Marcus BOLAND.	Lot 108, DP 752095, 80 Lachlan Street, Bogan Gate.	\$4,170.43	\$6,088.38	\$10,258.81
Mr Joseph EL-HAGG and Zakia Louis EL-HAGG.	Lots 11 and 12, section 5, DP 758125, 91-93 Station Street, Bogan Gate.	\$3,001.26	\$6,034.38	\$9,035.64
HIBBERT ENTERPRISES PTY LTD.	Lot 17, section 6, DP 758125; Lot 18, section 6, DP 758125; Lot 21, section 6, DP 758125 and Lot 1, DP 132612, 57-59 Station Street, Bogan Gate.	\$182.59	\$5,811.73	\$5,994.32
Mr Richard McNicol D'ELBOUX.	Lot 1, DP 117486 and Lot 1, DP 132615, 55A Station Street, Bogan Gate.	\$3,359.75	\$6,335.76	\$9,695.51
Mr Raymond John SHARPE.	Lot 17, section 9, DP 758125, 25 Station Street, Bogan Gate.	\$1,350.76	\$4,998.21	\$6,348.97
Mr William Dean PASCHKE and MPS FINANCIAL SERVICES.	Lot 11, section 9, DP 758125 and Lot 12, section 9, DP 758125, 13-15 Station Street, Bogan Gate.	\$1,572.54	\$4,795.66	\$6,368.20
Mr Marcus BOLAND.	Lot 110, DP 752095, West Street, Bogan Gate.	\$4,170.43	\$6,088.38	\$10,258.81
Ms Ann NICOLAS.	Lots 9 and 10. section 2, DP 758014, 4 Kadina Street, Alectown.	\$645.69	\$2,504.91	\$3,150.60
Mr Mervyn Edwin ROSS.	Lot 12, section 1, DP 758014, 10 Kadina Street, Alectown.	\$1,292.99	\$2,431.97	\$3,724.96
Mr Shane Allan CAMERON and COMMONWEALTH BANK.	Lot 1, DP 661226 and Lot 1, DP 1035857, Martin Parish, Parkes.	\$676.16	\$2,927.04	\$3,603.20
Mr David John STAPLETON.	Lot 1, DP 572976, 51 Boori Street, Peak Hill.	\$5,621.61	\$8,285.94	\$13,907.55



Mr Keith Neil MARTIN.	Lot B, DP 371407, 84 Warrah Street, Peak Hill.	\$2,716.50	\$9,823.12	\$12,539.62
Mr Harold Samuel KEED and Mr Federick POWELL.	Lot 151, DP 522370, rear of 11 Willaroo Street, Peak Hill.	\$0.00	\$3,846.16	\$3,846.16
Mr Edward BAILEY and ANZ BANK.	Lot 6A, section 1, DP 758994, Parkes Street, Trewilga.	\$0.00	\$2,092.70	\$2,092.70
Mr Robert Menzies ALEXANDER	Lot 81, DP 750179, Parkes Parish, Parkes Shire.	\$3,257.96	\$3,319.89	\$6,577.85
Ms Annie May OSBORNE.	Lots 7 and 8, DP 113030, Parkes Parish, Tichborne.	\$0.00	\$1,138.55	\$1,138.55
Mr Walter Lincoln McCALLUM.	Lot 8, section 2, DP 6912, Cunningham Street, Tullamore.	\$11,801.56	\$8,939.10	\$20,740.66
Mr Charles Joseph MALLOY.	Lots 2-5, DP 518160, Mentone Street, Trundle.	\$4,717.88	\$7,080.92	\$11,798.80
Estate of Ronald Richard BROOKS.	Lot 41, DP 753991, Gobondery Parish, Parkes.	\$2,384.49	\$2,626.21	\$5,010.70
AGA AUCTIONS and WILLIAMSON ISABELLA LAWYERS.	Lot 9, section 2, DP 758125, 46 Bogan Street, Bogan Gate.	\$0.00	\$1,594.68	\$1,594.68
Miss Karen Valma DAVIES and COMMONWEALTH BANK.	Lot 125, DP 750177, 3025 The Bogan Way, Gunningbland.	\$0.00	\$1,515.24	\$1,515.24
AGA AUCTIONS.	Lot 1, DP 724926, Brookview Street, Trundle.	\$0.00	\$2,837.59	\$2,837.59

In Default of payment to the Council of the amount stated above and any other rates (including extra charges) becoming due and payable after publication of this Notice or an arrangement satisfactory to Council for payment of rates being entered into, before the fixed time of sale, the said land will be offered for sale by Public Auction. The Auction will be held at the Coachman Hotel, Dalton Street, Parkes at 6:30 p.m., 15 September 2011. KENT BOYD, General Manager, Parkes Shire Council, 2 Cecile Street, Parkes NSW 2870, tel.: (02) 6861 2333. [5914]

### PORT STEPHENS COUNCIL

Roads Act 1993

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Land

PORT STEPHENS COUNCIL declares with the approval of Her Excellency the Governor and the lands described in Schedule 1 below, excluding the interests described in Schedule 2 below and excluding any mines or deposits of minerals in the lands, are acquired by compulsory process in accordance with the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for a public road and for compensation for other land acquired for public road.

Dated at Raymond Terrace this 7th day of June 2011. PETER GESLING, General Manager, Port Stephens Council, PO Box 42, Raymond Terrace NSW 2324.

#### SCHEDULE 1

Lots 1 and 2, DP 1160092.

#### SCHEDULE 2

Proposed easement for electricity transmission line and access thereto 30 wide and variable, shown as "A" in DP 1160092 [5915]

### PORT STEPHENS COUNCIL

Roads Act 1993, Section 10

Dedication of Land as Public Road

IN accordance with section 10 of the Roads Act 1993, Council dedicates the land held by it and described in Schedule 1 hereunder as public road. PETER GESLING, General Manager, Port Stephens Council, PO Box 42, Raymond Terrace NSW 2324.

#### SCHEDULE 1

Lot 1, DP 1160092.

[5916]

### PORT STEPHENS COUNCIL

Section 162 (1), Roads Act 1993

Road Naming

PURSUANT to section 162 (1), Council has assigned the name as described below:

At Williamstown

Being an extension of the already existing road known as Stockton Bight Track running generally northeasterly from Lavis Lane.

STOCKTON  
BIGHT TRACK

Council file – PSC2010-00372

[5917]

**TWEED SHIRE COUNCIL**

Roads Act 1993, Section 10

Dedication of Land as Public Road

NOTICE is hereby given that the Tweed Shire Council, by resolution of Council, dated 15 March 2011, has resolved to dedicate the land described hereunder as public road pursuant to section 10 of the Roads Act 1993. MIKE RAYNER, General Manager, Tweed Shire Council, PO Box 816, Murwillumbah NSW 2484.

**SCHEDULE**

Lots 1-3, DP 1156967. [5918]

**WINGECARRIBEE SHIRE COUNCIL**

Review of Water Rating Boundaries

IN accordance with Council's policy, all properties within 225 metres of Council water mains are able to connect for water supply. Owners of such properties are liable for water access charges. Council has carried out an investigation to identify the properties that are currently not charged for water access.

Notice is hereby given that the properties listed hereunder are eligible to access Council's water services and liable to pay water access charges. Council will send water access charge notices beginning from year 2011/12.

Lot 1, DP 1004558  
 Lot 1, DP 1026465  
 Lot 1, DP 1070183  
 Lot 1, DP 1095023  
 Lot 1, DP 1108051  
 Lot 1, DP 1133695  
 Lot 1, DP 1147696  
 Lot 1, DP 13057  
 Lot 1, DP 181322  
 Lot 1, DP 231843  
 Lot 1, DP 235245  
 Lot 1, DP 251425  
 Lot 1, DP 254772  
 Lot 1, DP 322650  
 Lot 1, DP 401086  
 Lot 1, DP 518579  
 Lot 1, DP 518584  
 Lot 1, DP 538011  
 Lot 1, DP 564229  
 Lot 1, DP 570268  
 Lot 1, DP 575709  
 Lot 1, DP 582277  
 Lot 1, DP 586411  
 Lot 1, DP 62993  
 Lot 1, DP 665909  
 Lot 1, DP 705825  
 Lot 1, DP 705833  
 Lot 1, DP 734502  
 Lot 1, DP 735013  
 Lot 1, DP 774421  
 Lot 1, DP 784884  
 Lot 1, DP 80319  
 Lot 1, DP 835906  
 Lot 1, DP 849408  
 Lot 1, DP 879962  
 Lot 1, DP 919808  
 Lot 1, DP 963415

Lot 1, DP 102230  
 Lot 1, DP 1067486  
 Lot 1, DP 1081770  
 Lot 1, DP 1101763  
 Lot 1, DP 1120682  
 Lot 1, DP 1140709  
 Lot 1, DP 130513  
 Lot 1, DP 169709  
 Lot 1, DP 222145  
 Lot 1, DP 235217  
 Lot 1, DP 250169  
 Lot 1, DP 253435  
 Lot 1, DP 262034  
 Lot 1, DP 329962  
 Lot 1, DP 516403  
 Lot 1, DP 518583  
 Lot 1, DP 538010  
 Lot 1, DP 541139  
 Lot 1, DP 564675  
 Lot 1, DP 571991  
 Lot 1, DP 578545  
 Lot 1, DP 583992  
 Lot 1, DP 612724  
 Lot 1, DP 653010  
 Lot 1, DP 668445  
 Lot 1, DP 705826  
 Lot 1, DP 733963  
 Lot 1, DP 734591  
 Lot 1, DP 75651  
 Lot 1, DP 775687  
 Lot 1, DP 795454  
 Lot 1, DP 833934  
 Lot 1, DP 843952  
 Lot 1, DP 879475  
 Lot 1, DP 918021  
 Lot 1, DP 952304  
 Lot 1, DP 981285

Lot 1, DP 998621  
 Lot 1, Sec 28, DP 758882  
 Lot 10, DP 10658  
 Lot 100, DP 1026814  
 Lot 101, DP 1074483  
 Lot 106, DP 612879  
 Lot 11, DP 1039188  
 Lot 11, DP 1126008  
 Lot 11, DP 749485  
 Lot 11, DP 877138  
 Lot 12, DP 263904  
 Lot 12, DP 786789  
 Lot 121, DP 790331  
 Lot 123, DP 751267  
 Lot 126, DP 751282  
 Lot 13, DP 623145  
 Lot 13, DP 877138  
 Lot 132, DP 751259  
 Lot 14, DP 1130785  
 Lot 14, DP 866594  
 Lot 15, DP 48624  
 Lot 16, Sec B, DP 975353  
 Lot 163, DP 258240  
 Lot 17, DP 262402  
 Lot 177, DP 258240  
 Lot 19, DP 1108714  
 Lot 19, DP 850447  
 Lot 198, DP 1014858  
 Lot 2, DP 1019107  
 Lot 2, DP 1118702  
 Lot 2, DP 1138278  
 Lot 2, DP 135672  
 Lot 2, DP 187926  
 Lot 2, DP 270566  
 Lot 2, DP 570934  
 Lot 2, DP 590693  
 Lot 2, DP 603694  
 Lot 2, DP 630538  
 Lot 2, DP 700350  
 Lot 2, DP 736778  
 Lot 2, DP 747518  
 Lot 2, DP 814859  
 Lot 2, DP 873240  
 Lot 2, Sec 17, DP 976576  
 Lot 20, DP 262491  
 Lot 20, Sec 38, DP 1349  
 Lot 21, DP 253712  
 Lot 22, DP 245509  
 Lot 22, DP 582276  
 Lot 22, DP 849724  
 Lot 228, DP 565598  
 Lot 23, Sec 5, DP 2133  
 Lot 25, DP 837875  
 Lot 27, DP 246057  
 Lot 29, DP 1136885  
 Lot 3, DP 1066090  
 Lot 3, DP 550860  
 Lot 3, DP 61967  
 Lot 3, DP 751267  
 Lot 304, DP 1040419  
 Lot 312, DP 751252  
 Lot 34, DP 559322  
 Lot 347, DP 751252  
 Lot 38, DP 882935  
 Lot 4, DP 215782  
 Lot 4, DP 569098  
 Lot 4, DP 630587

Lot 1, Sec 15, DP 758098  
 Lot 10, DP 1038354  
 Lot 10, Sec 28, DP 758882  
 Lot 100, DP 876438  
 Lot 104, DP 751271  
 Lot 11, DP 1016399  
 Lot 11, DP 1067256  
 Lot 11, DP 1144965  
 Lot 11, DP 786283  
 Lot 112, DP 24267  
 Lot 12, DP 603108  
 Lot 12, DP 857127  
 Lot 122, Sec L, DP 1289  
 Lot 125, DP 751267  
 Lot 13, DP 601369  
 Lot 13, DP 751275  
 Lot 13, Sec 6, DP 758938  
 Lot 136, DP 751267  
 Lot 14, DP 587696  
 Lot 149, DP 258240  
 Lot 16, DP 1032  
 Lot 162, DP 11780  
 Lot 167, DP 720951  
 Lot 173, DP 751267  
 Lot 18, DP 264009  
 Lot 19, DP 253424  
 Lot 191, DP 723430  
 Lot 2, DP 1006620  
 Lot 2, DP 1039136  
 Lot 2, DP 1138229  
 Lot 2, DP 1152987  
 Lot 2, DP 169019  
 Lot 2, DP 263656  
 Lot 2, DP 546287  
 Lot 2, DP 587573  
 Lot 2, DP 597960  
 Lot 2, DP 620660  
 Lot 2, DP 630799  
 Lot 2, DP 731036  
 Lot 2, DP 739403  
 Lot 2, DP 775688  
 Lot 2, DP 854905  
 Lot 2, DP 925829  
 Lot 20, DP 245509  
 Lot 20, DP 790263  
 Lot 21, DP 1038709  
 Lot 22, DP 1029384  
 Lot 22, DP 262485  
 Lot 22, DP 717529  
 Lot 22, DP 9661  
 Lot 23, DP 263584  
 Lot 25, DP 713573  
 Lot 26, DP 255365  
 Lot 28, DP 700485  
 Lot 3, DP 1037933  
 Lot 3, DP 222145  
 Lot 3, DP 610155  
 Lot 3, DP 733688  
 Lot 3, DP 808842  
 Lot 308, DP 1104965  
 Lot 32, DP 751267  
 Lot 34, DP 751267  
 Lot 36, DP 751289  
 Lot 391, DP 737061  
 Lot 4, DP 263733  
 Lot 4, DP 607480  
 Lot 4, DP 718021

Lot 4, DP 734409	Lot 4, DP 734591	Lots 166-168, DP 11780	Lots 17-18, Sec 5, DP 2133
Lot 4, DP 745766	Lot 4, DP 774604	Lots 2-3, DP 600326	Lots 2-3, DP 607425
Lot 4, DP 803046	Lot 4, DP 866971	Lots 2-3, DP 800996	Lots 2-4, DP 228664
Lot 40, DP 263854	Lot 40, DP 264009	Lots 2-4, DP 804746	Lots 20-21, DP 264009
Lot 41, DP 1131207	Lot 41, DP 712911	Lots 20-21, DP 827462	Lots 201-202, DP 1109916
Lot 41, DP 749010	Lot 41, DP 793538	Lots 21-22, Sec 2, DP 2133	Lots 21-38, DP 22999
Lot 41, DP 849460	Lot 411, DP 821781	Lots 225-226, DP 9882	Lots 23-24, DP 842059
Lot 415, DP 15995	Lot 42, DP 850568	Lots 24-25, DP 751267	Lots 25-26, DP 264009
Lot 43, DP 264009	Lot 448, DP 751252	Lots 25-29, Sec 12, DP 1263	Lots 281-282, DP 1155539
Lot 457, DP 45785	Lot 46, DP 259783	Lots 29-30, DP 264009	Lots 3-4, DP 1130184
Lot 47, DP 249064	Lot 47, DP 712911	Lots 3-4, Sec 6, DP 759070	Lots 3-5, Sec 3, DP 758098
Lot 48, DP 1001412	Lot 48, DP 1056092	Lots 30-31, DP 12365	Lots 30-31, DP 831268
Lot 5, DP 1101186	Lot 5, DP 239258	Lots 31-32, DP 771155	Lots 32-33, DP 264009
Lot 5, DP 258446	Lot 5, DP 259638	Lots 33-36, DP 12365	Lots 348-349, DP 737777
Lot 5, DP 657177	Lot 5, DP 713800	Lots 36-37, DP 264009	Lots 36-37, DP 807699
Lot 5, DP 716246	Lot 50, DP 1041423	Lots 37-38, DP 9134	Lots 4-16, Sec 7, DP 33
Lot 50, DP 1044937	Lot 501, DP 850002	Lots 4-5, DP 710710	Lots 4-6, DP 264009
Lot 52, DP 1102673	Lot 52, DP 732184	Lots 4-7, DP 11818	Lots 40-41, DP 1157960
Lot 555, DP 1012296	Lot 58, DP 751253	Lots 422-424, DP 751252	Lots 43-44, DP 712911
Lot 6, DP 135672	Lot 6, DP 668361	Lots 442-448, DP 15995	Lots 450-465, DP 15995
Lot 6, DP 758098	Lot 6, DP 774604	Lots 5-6, DP 1028745	Lots 5-6, DP 736552
Lot 6, DP 877138	Lot 60, DP 263668	Lots 5-8, Sec 24, DP 2944	Lots 50-53, DP 1157506
Lot 61, DP 787264	Lot 63, DP 849785	Lots 51-52, DP 1002881	Lots 6-48, Sec 28, DP 1263
Lot 65, DP 252203	Lot 7, DP 240436	Lots 6-8, Sec 10, DP 758882	Lots 6-8, Sec 11, DP 759070
Lot 7, Sec 8, DP 111201	Lot 7001, DP 1026234	Lots 6-8, Sec 6, DP 759070	Lots 6-9, DP 260073
Lot 7003, DP 1032084	Lot 7005, DP 1126801	Lots 61-62, Sec F, DP 20	Lots 67-68, Sec F, DP 20
Lot 7006, DP 1056760	Lot 7009, DP 1055630	Lots 7-8, DP 228664	Lots 7-8, DP 751267
Lot 7010, DP 1024525	Lot 7010, DP 1051482	Lots 7-8, Sec 3, DP 975386	Lots 7-8, Sec A, DP 20
Lot 7010, DP 1051483	Lot 7018, DP 1123913	Lots 7001-7003, DP 1072639	Lots 7004-7005, DP 1032260
Lot 7024, DP 92831	Lot 7029, DP 1032086	Lots 7004-7005, DP 1056761	Lots 7006-7007, DP 1051729
Lot 713, DP 1023900	Lot 72, DP 241478	Lots 7008-7009, DP 1059264	Lots 7310-7311, DP 1132681
Lot 73, DP 870456	Lot 7300, DP 1130816	Lots 7311-7312, DP 1147309	Lots 76-78, DP 751282
Lot 7301, DP 1132416	Lot 7302, DP 1142999	Lots 76-78, Sec G, DP 20	Lots 76-79, DP 751267
Lot 7303, DP 1144615	Lot 7305, DP 1132556	Lots 8-14, Sec 20, DP 1263	Lots 8-16, DP 264009
Lot 7310, DP 1145892	Lot 7312, DP 1138166	Lots 81-82, DP 618110	Lots 82-84, Sec G, DP 20
Lot 7315, DP 1147309	Lot 742, DP 561864	Lots 9-10, DP 1145940	Lots 979-990, DP 15995
Lot 8, DP 747006	Lot 81, DP 241479	Lots A-B, DP 393343	Part Lot 1, DP 1083065
Lot 89, DP 793724	Lot 9, DP 736856	Part Lot 1, DP 805984	Part Lot 10, Sec 5, DP 3373
Lot 9, DP 747724	Lot 9, DP 788281	Part Lot 162, DP 751271	Part Lot 17, Sec 1, DP 651
Lot 9, DP 835002	Lot 9, Sec 5, DP 3373	Part Lot 190, DP 723430	Part Lot 2, DP 734502
Lot 91, DP 730831	Lot 96, DP 751267	Part Lot 23, DP 751253	Part Lot 27, DP 1128123
Lot 963, DP 15995	Lot A, DP 157621	Part Lot 273, DP 1153794	Part Lot 29, Sec 3, DP 975386
Lot A, DP 341038	Lot A, DP 416784	Part Lot 319, DP 1009936	Part Lot 32, DP 751253
Lot B, DP 158739	Lot B, DP 378459	Part Lot 37, DP 751267	Part Lot 4, DP 1101186
Lots 1-10, Sec 38, DP 1349	Lots 1-14, Sec 8, DP 33	Part Lot 410, DP 751252	Part Lot 44, DP 751281
Lots 1-14, Sec 12, DP 33	Lots 1-14, Sec 13, DP 33	Part Lot 446, DP 751252	Part Lot 8, Sec 8, DP 841
Lots 1-14, Sec 5, DP 33	Lots 1-14, Sec 9, DP 33	Part Lots 1-3, Sec 6, DP 33	Part Lots 1-3, Sec 7, DP 33
Lots 1-16, Sec 10, DP 33	Lots 1-16, Sec 11, DP 33	Part Lots 149-150, DP 24267	Part Lots 2-3, DP 50034
Lots 1-16, Sec 14, DP 33	Lots 1-2, DP 1084271	Part Lots 2-4, Sec 4, DP 10484	Part Lots 24-29, DP 111222
Lots 1-2, DP 135672	Lots 1-2, DP 46912	Part Lots 3-5, DP 135672	Part Lots 30-35, Sec 31, DP 1262 [5919]
Lots 1-2, DP 634813	Lots 1-2, DP 774598		
Lots 1-2, DP 774604	Lots 1-2, DP 801300		
Lots 1-2, DP 999587	Lots 1-2, Sec 10, DP 758882		
Lots 1-3, DP 1132143	Lots 1-3, DP 1156721		
Lots 1-3, DP 218804	Lots 1-3, DP 786013		
Lots 1-4, DP 1153343	Lots 1-5, Sec 17, DP 792		
Lots 1-6, DP 259828	Lots 10-11, DP 623145		
Lots 10-12, DP 751267	Lots 1003-1041, DP 15995		
Lots 101-106, DP 751267	Lots 11-12, DP 805493		
Lots 11-12, DP 829268	Lots 11-13, DP 788983		
Lots 11-20, DP 975956	Lots 110-111, DP 1156447		
Lots 120-121, DP 1155309	Lots 121-126 20, Sec L, DP		
Lots 124-127, DP 263356	Lots 13-16, DP 218804		
Lots 138-139, DP 15496	Lots 14-15, Sec 35, DP 758098		
Lots 14-18, Sec B, DP 1289	Lots 141-142, DP 1158927		
Lots 15-17, Sec 45, DP 1384	Lots 15-22, DP 739669		
Lots 156-157, DP 1006676	Lots 16-20, DP 21563		

### WYONG SHIRE COUNCIL

Part 2, Section 10, Roads Act 1993

NOTICE is given pursuant to Part 2, section 10 of the Roads Act 1993 that the land in the schedule below is hereby dedicated as public road. MICHAEL WHITTAKER, General Manager, Wyong Shire Council, PO Box 20, Wyong NSW 2259.

### SCHEDULE

Lot 4, DP 1158801, Dog Trap Road, Ourimbah. [5920]

## OTHER NOTICES

### CHURCHES OF CHRIST IN NEW SOUTH WALES INCORPORATION ACT 1947

Members of Churches of Christ Property Trust

AT the conference of the Churches of Christ in New South Wales held at Crows Nest on the 21st day of May 2011, an election of members of the Churches of Christ Property Trust pursuant to section 15 (3) of the above Act was held in accordance with the provisions of the above Act and

David Andrew BENTLEY of 4/25-27 Jacaranda Road,  
Caringbah and

Damien Ashley HANNES of 6 Hallstrom Close,  
Northbridge and

Peter Wayne MORRIS of 3 Bracken Lane, Avondale  
and

Philip Gordon SMITH of 16 Mills Avenue, Asquith,  
were appointed as members of the Churches of Christ  
Property Trust.

As the result of such appointment, the following persons  
comprise and are registered as the Churches of Christ  
Property Trust under the said Act namely:

David Andrew BENTLEY of 4/25-27 Jacaranda Road,  
Caringbah,

Andrew Christopher BILLING of 3/12-28 Daphne  
Street, Botany,

Robert Malcolm BROADY of 11 Gordon Street,  
Caringbah,

Richard Neil COWDERY of 8 Yarralumla Avenue, St  
Ives,

Damien Ashley HANNES of 6 Hallstrom Close,  
Northbridge,

John Alfred HOPPITT of 70 Wattle Road, Jannali,

Peter Wayne MORRIS of 3 Bracken Lane, Avondale  
and

Philip Gordon SMITH 16 Mills Avenue, Asquith.

Dated at Jannali, this 3rd day of June 2011. JOHN A.  
HOPPITT, Registrar. [5921]

### ESSENTIAL ENERGY

Electricity Supply Act 1995

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Land at Ashford

ESSENTIAL ENERGY declares, with the approval of Her  
Excellency the Governor and the Executive Council that  
the Land described in Schedule 1 to this notice the terms of  
which are described in Schedule 2 to this notice is acquired  
by compulsory process in accordance with the provisions of  
the Land Acquisition (Just Terms Compensation) Act 1991,  
for the purposes of the Electricity Supply Act 1995.

Dated at Port Macquarie this 10th day of June 2011.  
TERRI BENSON, Managing Director, Essential Energy,  
PO Box 718, Queanbeyan NSW 2620.

### SCHEDULE 1

Locality: Ashford

LGA: Inverell

Land: Crown Land being Lot 1 in DP1130637

Parish: McDonald

County: Arrawatta

### SCHEDULE 2

In so far as any Native Title rights and interests may exist  
over any of the Land in Schedule 1, the “non-extinguishment  
principle” as defined in section 238 Native Title Act 1993  
(Cth) applies to this acquisition. [5922]

### ESSENTIAL ENERGY

Electricity Supply Act 1995

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Easement for  
Electricity Purposes at Tweed Heads South

ESSENTIAL ENERGY declares, with the approval of Her  
Excellency the Governor, with the advice of the Executive  
Council, that the Interests in Land described in Schedule 1 to  
this notice the terms of which are described in Schedule 2 to  
this notice is acquired by compulsory process in accordance  
with the provisions of the Land Acquisition (Just Terms  
Compensation) Act 1991, for the purposes of the Electricity  
Supply Act 1995.

Dated at Port Macquarie this 10th day of June 2011.  
TERRI BENSON, Managing Director, Essential Energy,  
PO Box 718, Queanbeyan NSW 2620.

### SCHEDULE 1

Interests in Land: Easement for underground powerlines 10  
wide and variable affecting Lot 1, Section  
4 in DP 759010 shown as “Proposed  
Easement for Underground Powerlines  
10 wide and variable” on DP 1153818.

Locality: Tweed Heads South

LGA: Tweed Shire

Parish: Terranora

County: Rous

### SCHEDULE 2

The easement for underground powerlines 10 wide in  
Schedule 1 is on the terms set out in Part B of Memorandum  
No. AA26009 registered at Land and Property Management  
Authority.

In so far as any Native Title rights and interests may exist  
over the Crown land affected by the right of carriage way, the  
“non-extinguishment principle” as defined in section 238 of  
the Native Title Act 1993 (Cth) applies to the acquisition of  
the Interest in Land. [5923]

**ESSENTIAL ENERGY**

Electricity Supply Act 1995

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Easements for Overhead Powerlines at Ulan/Wilpinjong

ESSENTIAL ENERGY declares, with the approval of Her Excellency the Governor and the Executive Council that the Interests in Land described in Schedule 1 of this notice, the terms of which are described in Schedule 2 of this notice are acquired by compulsory process in accordance with the provisions of the Land Acquisition (Just Terms Compensation) Act 1991, for the purposes of the Electricity Supply Act 1995.

Dated at Port Macquarie this 10th day of June 2011. TERRI BENSON, Managing Director, Essential Energy, PO Box 718, Queanbeyan NSW 2620.

## SCHEDULE 1

<i>No.</i>	<i>Interests in Land</i>	<i>Locality</i>	<i>LGA</i>	<i>Parish</i>	<i>County</i>
1	Easement for overhead powerlines 30 metres wide and variable affecting Goulburn River to the east of Lot 31 in DP 655483 shown as “P” proposed easement for electricity transmission line 30 wide and variable” in DP 1110874	Ulan	Mid-Western Regional	Ulan	Bligh
2	Easement for overhead powerlines 30 metres wide and variable affecting Goulburn River to the west of Lot 4 in DP 132117 shown as “P” proposed easement for electricity transmission line 30 wide and variable” in DP 1110874	Ulan	Mid-Western Regional	Lennox	Phillip
3	Easement for overhead powerlines 30 metres wide and variable affecting Unformed Crown Road adjoining northern side of the Ulan-Wollar Road and south of Sandy Hollow Gulgong Railway and to west of Lot 1 in DP 878678 shown as “P” proposed easement for electricity transmission line 30 wide and variable” in DP 1110874	Ulan	Mid-Western Regional	Wilpinjong	Phillip
4	Easement for overhead powerlines 30 metres wide and variable affecting Murragamba Creek adjoining northern side of Pt 116/705226 shown as “P” proposed easement for electricity transmission line 30 wide and variable” in DP 1110874	Ulan	Mid-Western Regional	Wilpinjong	Phillip
5	Easement for overhead powerlines 30 metres wide and variable affecting Pt 116/705226 Unformed Crown Reserve access road adjoining southern side of Murragamba Creek on western side of Ulan-Wollar Road shown as “P” proposed easement for electricity transmission line 30 wide and variable” in DP 1110874	Ulan	Mid-Western Regional	Wilpinjong	Phillip
6	Easement for overhead powerlines 30 metres wide and variable affecting unformed Crown Road on southern side of Ulan-Wollar Road adjacent to Lot 78 in DP 755454 shown as “P” proposed easement for electricity transmission line 30 wide and variable” in DP 1110874	Wilpinjong	Mid-Western Regional	Wilpinjong	Phillip
7	Easement for overhead powerlines 30 metres wide and variable affecting unformed Crown Road passing over disused gravel quarry on northern side of Ulan-Wollar Road, south of the Sandy Hollow Gulgong Railway and adjacent to Lot 50 in DP 755454 shown as “P” proposed easement for electricity transmission line 30 wide and variable” in DP 1110874	Wilpinjong	Mid-Western Regional	Wilpinjong	Phillip
8	Easement for overhead powerlines 30 metres wide and variable affecting unformed Crown Road on northern side of Ulan-Wollar Road, south of the Sandy Hollow Gulgong Railway and to the east of Lot 59 in DP 755454 shown as “P” proposed easement for electricity transmission line 30 wide and variable” in DP 1110874	Wilpinjong	Mid-Western Regional	Wilpinjong	Phillip

<i>No.</i>	<i>Interests in Land</i>	<i>Locality</i>	<i>LGA</i>	<i>Parish</i>	<i>County</i>
9	Easement for overhead powerlines 30 metres wide and variable affecting formed Crown Road (Trgo Close) comprising section of an access road to private properties and Goulburn River National Park to north of Ulan-Wollar Road and adjoining northern side of the Sandy Hollow Gulgong Railway and to west of Lot 41 DP 583255 shown as “P” proposed easement for electricity transmission line 30 wide and variable” in DP 1110874	Wilpinjong	Mid-Western Regional	Cumbo and Wilpinjong	Phillip

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SCHEDULE 2

Easements for overhead powerlines 30 wide and variable as shown designated P in DP 1110874 and on the terms set out in Part A of Memorandum No. AA26009 registered at Land and Property Management Authority.

In so far as any Native Title rights and interests may exist over any of the Land in Schedule 1, the “non-extinguishment principle” as defined in section 238 Native Title Act 1993 (Cth) applies to this acquisition. [5924]