

STATE LOTTERIES ACT, 1966
LOTTERIES (GENERAL) RULES

1. *Preliminary*

- 1.1 These Rules may be cited as the Lotteries (General) Amendment Rules, 2019 (No. 1).
- 1.2 The Lotteries (General) Rules made under the State Lotteries Act, 1966 and published in the *Government Gazette* on 21 March 2017 are hereinafter referred to as the “Principal Rules”.
- 1.3 The Principal Rules are hereby amended effective from 1 March 2020 and these Rules will take effect immediately thereafter, except as provided in these Rules.

2. *Amendment of Rules*

The Principal Rules are deleted and the Rules as annexed are to be substituted therefor.

The Common Seal of the Lotteries Commission of South Australia was affixed pursuant to a resolution of the Commissioner:

Dated:

Signature:
Name: DAVID GRAEME HARDY

Commissioner

Approved,

Robert Lucas
Treasurer

STATE LOTTERIES ACT 1966

LOTTERIES (GENERAL) RULES

*This consolidation includes amendments as at 1 March 2020.
It is provided for convenient reference only and regard should be had to the full text of the
Lottery Rules and amendments as published in the South Australian Government Gazette from
time to time.*

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1 *Preliminary*

- 1.1 These Rules may be cited as the Lotteries (General) Rules.
- 1.2 The Rules made under the State Lotteries Act 1966, and published in the *Government Gazette* on 4 July 2013 are hereinafter referred to as “the Existing Rules”.
- 1.3 The Existing Rules are hereby revoked effective from the end of the day preceding the date of operation of these rules as specified in the Schedule to these Rules. These Rules will take effect immediately thereafter, except as provided in these Rules.
- 1.4 All current lotteries conducted by SALC through its Master Agent at the date of these Rules will be conducted pursuant to the Existing Rules as if these Rules had not been made. For this purpose each draw in each type of lottery will be regarded as a separate lottery conducted by SALC through its Master Agent.
- 1.5 These Rules are to be read in conjunction with the Rules applicable to each type of lottery conducted by SALC through its Master Agent from time to time.

2 *Interpretation*

- 2.1 In these Rules and in each part of these Rules unless the contrary intention appears:
 - “Act” means the State Lotteries Act, 1966 as amended;
 - “Agent” means a person (other than a Master Agent) authorised by the Master Agent pursuant to the Act and the transaction documents to sell entries to the public in lotteries offered by the Master Agent from time to time;
 - “Agent's Commission” means a charge determined by the Master Agent to be paid by a player to an Agent and included in the price of each ticket in a lottery and the charge may vary between each type of lottery conducted by SALC through its Master Agent from time to time;
 - “application form” means an application form for the issue of an Easiplay Club membership card that is completed in either physical form or electronically;
 - “Autopay period” in relation to any online lottery means:
 - (a) in the case where an online account is nominated by an Easiplay Club member, as soon as practicable after the determination of the results of the draw;

- (b) in the case of an unclaimed prize won on a multi-week entry purchased by an Easiplay Club member, the period ending 28 days from midnight on the day of determination of the results of the final draw as shown on the ticket;
- (c) in the case of a prize less than the amount determined by the Master Agent, the prize will not autopay until a subsequent prize is won bringing the consolidated prize amount above the amount determined by the Master Agent, and payment will then be made in accordance with either placita (b) or (d). In the event that a subsequent prize is not won and autopaid within 12 months, the prize will be forfeited;
- (d) in all other cases, the period ending 28 days from midnight on the day of determination of the results of the draw;

or such other period as determined by the Master Agent;

“bearer” means:

- (a) in relation to a ticket, the holder of that ticket; or
- (b) in relation to an electronic entry, the registered player to whom an electronic ticket is issued;

“Bloc Agreement” means an agreement between different lottery operators for the purpose of promoting and conducting a nominated game;

“cancelled” in relation to an entry means cancelled in accordance with Rule 14 or as otherwise determined by the Master Agent to be cancelled and incapable of winning a prize;

“close of acceptance of entries” means the date and time determined by the Master Agent after which entries and/or syndicate entries will not be accepted;

“conditions” means the conditions to which an issued ticket is subject and includes instructions printed on a coupon or a ticket in any type of lottery or available through any form of electronic media;

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

“Draw” includes a draw, determination or series;

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

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

“electronic ticket” means a ticket or confirmation of order in an online lottery generated at the selling point of an internet site that is linked to a central

computer system used in the Master Agent's business to generate and/or validate tickets upon acceptance of an electronic request for entry;

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

"entry fee" means the cost of an entry in a lottery as determined by the Master Agent, excluding the Agent's Commission and any handling fee charged for an electronic request, and the Master Agent may determine different entry fees for different lotteries;

"game" means:

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

as the case may be (and "panel" and "set" have a corresponding meaning);

"Head Office" means the principal place of business of the Master Agent;

"lottery" means a lottery as defined by the Act and conducted by SALC through its Master Agent from time to time;

"Lottery Rules" means these Rules and the Rules applicable to the different types of lotteries conducted by SALC through its Master Agent from time to time;

"Master Agent" means Tatts Lotteries SA Pty Ltd as exclusive master agent of SALC, to:

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

"minor" means a minor as defined by the Act;

"online lottery" means a lottery in which the Master Agent generates a ticket through a selling point terminal;

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

“price” in relation to an entry or a gift voucher means the entry fee or purchase price, the Agent’s Commission and any handling fee for an electronic request paid on request of an entry or purchase of a gift voucher;

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

“SALC” means the Lotteries Commission of South Australia;

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

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

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

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

“syndicate entry” means an entry relating to one or more lotteries that is divided into a number of equal shares;

“syndicate player” mean a person is the bearer of a valid syndicate share;

“syndicate share” means a share of a syndicate entry;

“syndicate share price” means the price payable by a syndicate player to participate in a syndicate entry, rounded as necessary to the nearest whole cent in accordance with these Rules;

“ticket” means either:

- (a) a printed ticket, including a ticket evidencing a syndicate share;
- (b) an electronic ticket; or
- (c) a ticket in an Instant Scratch-Its lottery, as defined in the Lotteries (Instant Scratch-Its) Rules;

“ticket checker” means a reading device provided at an agency to allow players to determine the prize status of a printed ticket or an Instant Scratch-Its ticket;

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

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

“transaction documents” means the documents executed by the Master Agent to facilitate its appointment as the exclusive Master Agent to operate SALC’s brands and products.

2.2 Unless the contrary intention appears:

2.2.1 headings are for convenient reference only and do not limit or extend the meaning of the language of the provisions to which they refer;

2.2.2 words in the singular number include the plural and vice versa; and

2.2.3 words importing a gender include any other gender.

2.3 SALC may at any time and from time to time make or vary any determination under these Rules.

3 *General*

3.1 SALC may at any time amend or abrogate all or part of the Lottery Rules, whether or not an entry has been accepted or prize winning entries have been determined.

3.2 The Lottery Rules may be made public by such means as determined by the Master Agent.

3.3 By submitting a request for an entry (whether by coupon, verbal or electronic), a player will be deemed to agree to be bound by the Lottery Rules. If a ticket is issued, it will be on the basis that the player is so bound.

3.4 Where applicable, the Lottery Rules are to be read in conjunction with and as part of any Bloc Agreement entered into by SALC for the conduct of any Bloc lottery. If there is any inconsistency between a Bloc Agreement and the Lottery Rules, the provisions of the Lottery Rules will prevail.

4 *Agents*

4.1 Subject to the terms of any agreement between the Master Agent and SALC, the Master Agent:

4.1.1 may receive an application in such form as it determines from a party interested in being appointed an Agent for the purpose of selling tickets in lotteries conducted by SALC through its Master Agent;

- 4.1.2 will consider and accept or reject such application without being liable to give any reason for its decision;
 - 4.1.3 may appoint an Agent on such terms as the Master Agent determines; and
 - 4.1.4 subject to any other statutory or contractual provision, may terminate the appointment summarily, if the application is subsequently found to have been completed dishonestly, incorrectly or inadequately.
- 4.2 An Agent:
- 4.2.1 will be an Agent only for the purpose of selling tickets in lotteries conducted by SALC through its Master Agent and will not have the power to pledge either the Master Agent's or SALC's credit;
 - 4.2.2 must sign an agreement as specified by the Master Agent;
 - 4.2.3 must comply with any directions or requirements issued by the Master Agent (in writing or otherwise) concerning conduct of the Agent's business, including sale and return of tickets, selling point terminal operation, and provision of such details or returns of information or money or compliance with such performance criteria as the Master Agent requires; and
 - 4.2.4 who breaches the said agreement or the Lottery Rules may at any time;
 - 4.2.4.1 have its appointment terminated by the Master Agent in accordance with the transaction documents; or
 - 4.2.4.2 be suspended for such period and on such terms and conditions as the Master Agent determines.
- 4.3 A player who requests an entry in a lottery must pay the price at the time of purchase of the ticket.
- 4.4 Principal and Agent
- 4.4.1 An Agent who is paid an Agent's Commission will be the player's agent for the purpose of submitting a request for entry to the Master Agent.
 - 4.4.2 SALC (excluding the Master Agent) may deal with a player as principal. A player who uses an Agent will be bound by all the Agent's acts or omissions.
 - 4.4.3 Use of an Agent does not exempt a player from observing these Rules.

- 4.4.4 If the Master Agent sells an entry or issues a ticket to a player it will be deemed to be acting as an agent for the purpose of these Rules in determining its relationship to the player.

5 *Liability*

5.1 The player:

- 5.1.1 will accept all risks, losses, delays, errors or omissions that might occur in the course of delivery to the Master Agent of any request for entry, whether electronically, through an Agent or by any other means; and
- 5.1.2 must ensure that any coupon or electronic request submitted for entry is completed in accordance with these Rules and acknowledges that neither the Master Agent nor the Agent has any responsibility to check the same when accepting it.

5.2 Receipt of a ticket (whether issued as a result of a coupon, verbal or electronic request) by a player constitutes an acknowledgment that the symbols and other details it contains are the player's selections. A player who does not immediately notify the selling point terminal operator of any error will be deemed to have accepted that the symbols and other details are their selections. No coupon or other evidence will thereafter be valid for the purposes of proving an entry in a draw.

5.3 If details on a ticket in a lottery differ from the central computer record of that ticket, the central computer record will be the sole determinant in identifying what prize (if any) is payable in respect of the ticket.

5.4 Neither SALC nor the Master Agent will be liable where an Agent has altered a coupon in any way without the player's authority.

5.5 Neither SALC, the Master Agent, an Agent, nor an employee or agent of any of them, will be liable:

5.5.1 if a selling point terminal fails to read a coupon and operator intervention is required to correctly process the coupon or if an operator incorrectly keys into the selling point terminal from the player's verbal or coupon selections any number(s) not selected by the player; or

5.5.2 for any loss, damage, injury or expense sustained by a player by reason of any act, neglect, omission, delay or failure:

5.5.2.1 to forward to the Master Agent any request for entry in any lottery;

5.5.2.2 to properly validate, process or enter a request for entry in any particular draw;

5.5.2.3 for any assistance given in completing an application form, coupon or other form; or

5.5.2.4 to properly or accurately process any request by a player to participate in any lottery conducted by SALC through its Master Agent,

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

5.6 In respect of:

5.6.1 any representation made by an employee or any other person on SALC's or the Master Agent's behalf;

5.6.2 loss or damage arising from an unlawful act by an employee or agent of SALC, the Master Agent or a third party;

5.6.3 fire, flood, tempest, storm, riot, civil commotion, lockouts or strikes in respect of which a claim is made;

5.6.4 any failure of or malfunction in any selling point terminal or central computer system used in the Master Agent's business, an Agent or any person on either's behalf, in respect of which a claim is made; or

5.6.5 subject to Rule 6.6, a cancelled entry;

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

5.7 The Master Agent will use its best endeavours to respect any request by a prize winning player for Not For Publication (NFP) status and will not reveal any details of the prize that will identify the player without their consent. If the Master Agent releases a prize winning player's name and address contrary to their instructions it will not be liable for any inconvenience, loss, damage or injury thereby suffered by any person unless otherwise required by law.

5.8 Any decision made by SALC or the Master Agent concerning any lottery conducted by SALC through its Master Agent (including but without limiting the generality thereof eligibility of entries, determination of prize winners, the amount and distribution of prize money and the meaning and effect of these Rules) will be final and binding on all players participating in that lottery and on every person making a claim in respect of that lottery.

6 *Entry and Tickets*

- 6.1 A coupon or verbal or electronic request for any available type of entry may be delivered, communicated or forwarded to the Master Agent by a player or an Agent.
- 6.2 The price of an entry must be paid in either Australian currency, by credit card, by funds transfer from a player's account or by redemption of a gift voucher issued by the Master Agent or such other means as the Master Agent determines. Payment must accompany or be made with transmission of a coupon or other request for entry.
- 6.3 The Master Agent or an Agent will refuse to accept, or reject after acceptance, any coupon or other request for entry that has not been duly completed or is not accompanied by full payment of the price for the number of games to be played.
- 6.4 Subject to Rule 6.3 the issue of a ticket by a selling point terminal will constitute acknowledgment by the Master Agent of acceptance of the request for entry in the online lottery referred to on the ticket.
- 6.5 Subject to Rule 6.3 the scanning of an Instant Scratch-Its ticket by the selling point terminal at the time of sale will constitute acknowledgement by the Master Agent of acceptance of the request for entry into the series referred to on the Instant Scratch-Its ticket.
- 6.6 If the Master Agent or an Agent decides that an issued online lottery ticket is defective and the prize winners in the draw to which it relates have not been determined, the Master Agent or an Agent may cancel the ticket and at its discretion either:
 - 6.6.1 replace the ticket with another ticket, in which event the player will be taken to have authorised an employee of the Master Agent or an Agent to determine their selections and, if necessary, to complete a request for entry on their behalf that will then be accepted for participation in the appropriate draw for the appropriate lottery; or
 - 6.6.2 refund the price of the ticket to its bearer or the player.
- 6.7 If a player considers that an issued ticket is illegible or defective in any way, the ticket may be cancelled. No duplicate ticket will be provided.
- 6.8 A player who requests to return a ticket in an online lottery for any other reason may apply to the Master Agent or an Agent to cancel the ticket:
 - 6.8.1 for all lotteries, excluding Keno, the ticket must be cancelled at the place of purchase and prior to the close of acceptance of entries in respect of the first draw on that ticket;

6.8.2 for Keno, a ticket must be cancelled at the place of purchase and prior to the close of acceptance of entries in respect of the draws from which the player wishes to cancel their participation.

The Master Agent or an Agent may at its absolute discretion accept or reject the return of the ticket. On return of a ticket, a player will be entitled at their option to:

6.8.3 a full refund of the price of the ticket or, in the case of a Keno, a consecutive draw entry, the price of the undrawn portion of the ticket; or

6.8.4 for all lotteries, excluding Keno, a further ticket in exchange for the returned ticket.

6.9 A player who requests to return an Instant Scratch-Its ticket must apply to the selling Agent at the time of purchase. The selling Agent may at its absolute discretion accept or reject the return of the Instant Scratch-Its ticket. On return of an Instant Scratch-Its ticket, a player will be entitled at their option to:

6.9.1 a full refund of the price of the Instant Scratch-Its ticket; or

6.9.2 a further Instant Scratch-Its ticket of the same monetary value in exchange for the returned Instant Scratch-Its ticket.

6.10 A ticket must not be altered. Any alteration will have no validity for any purpose.

6.11 No cash refund will be made except as provided under these Rules.

6.12 A player may be entitled to purchase a 'best pick' entry, as determined by the Master Agent, whereby the selling point terminal will select and optimise the mix of standard entries based on the amount and games specified by the player across the lotteries conducted by SALC through its Master Agent, equivalent or as close as possible to the nominated dollar amount. The Master Agent will determine the minimum dollar value required for the game options selected.

7 *Electronic Request for Entry*

7.1 A player cannot submit a request for entry to the Master Agent or an Agent by post.

7.2 A player who sends a request for entry to the Master Agent or an Agent electronically must:

7.2.1 do so prior to the close of acceptance of entries for the draw of the lottery to which it relates;

7.2.2 comply with all laws of any applicable jurisdiction regulating lotteries of the type in which the player seeks to participate; and

- 7.2.3 in the case of an electronic request for entry:
 - 7.2.3.1 first establish an account for use in connection with the player's participation in the lottery; and
 - 7.2.3.2 have sufficient funds held in credit in the account to pay the price of any entry requested.
- 7.3 The Master Agent or an Agent may refuse to accept a request for entry received electronically that:
 - 7.3.1 does not comply with the Lottery Rules; or
 - 7.3.2 is not accompanied by full payment of the price.
- 7.4 A request for entry received electronically may, at the absolute discretion of the Master Agent or an Agent;
 - 7.4.1 be entered in the draw(s) nominated by the player;
 - 7.4.2 if not received in time for it to be processed for participation in a particular draw(s), be entered in the next draw(s) of the same lottery;
 - 7.4.3 if accompanied by payment other than in cash be entered in the next available draw(s) of the lottery for which it is intended after full payment is credited to the account of the Master Agent or an Agent, as the case may be; or
 - 7.4.4 in any other case, be entered in the draw(s) current at the date on which the Master Agent or an Agent processes the entry.

8 *Syndicate Entry*

- 8.1 A syndicate entry may be formed for each lottery or a combination of each and any of the lotteries by:
 - 8.1.1 the Master Agent ("central syndicate");
 - 8.1.2 the Agent ("store syndicate"); or
 - 8.1.3 a group of two (2) or more Agents ("group syndicate").
- 8.2 If a syndicate share remains unsold 10 minutes prior to the close of acceptance of entries for the first draw applicable to the syndicate entry, the syndicate share is automatically issued:
 - 8.2.1 for a store syndicate to the Agent that formed the syndicate entry;
 - 8.2.2 for a group syndicate;

- 8.2.2.1 to the Agent who is responsible for the sale of the syndicate share; or
 - 8.2.2.2 to the Agent who cancelled the syndicate share if the syndicate share was sold and then cancelled by an Agent; or
 - 8.2.2.3 in accordance with Rule 8.2.3.2 if the Master Agent participated in the syndicate and was responsible for the sale of the relevant syndicate share;
- 8.2.3 for a central syndicate;
- 8.2.3.1 to the Agent who cancelled the syndicate share if the syndicate share was sold and then cancelled by an Agent; or
 - 8.2.3.2 to a person (at no cost to that person) who is at that time an Easiplay Club member and to whom the selling point terminal randomly registers the syndicate share;
- 8.3 If a syndicate share is issued under Rule 8.2.1, 8.2.2.1, 8.2.2.2, or 8.2.3.1 the Master Agent will collect the amount owing for the syndicate share from the Agent to whom the syndicate share is issued under this Rule.
- 8.4 A syndicate player must pay the syndicate share price in respect of each syndicate share at the time of purchase by the syndicate player (except for syndicate shares issued under Rule 8.2.3.2).
- 8.5 A syndicate entry will be cancelled if all syndicate shares remain unsold prior to the close of acceptance of entries for the first draw applicable to the syndicate entry.

9 *Easiplay Club*

- 9.1 To become an Easiplay Club member, an applicant must complete a current application form and forward it to the Master Agent either directly or through any Agent's place of business.
- 9.2 The Master Agent may impose membership charges as it determines at any time. Prior to the imposition or any change to such a charge, the Master Agent will provide notification to players.
- 9.3 The Master Agent will be entitled to assume that any Easiplay Club member or any applicant for Easiplay Club membership is not a minor. An Easiplay Club member or an applicant for Easiplay Club membership must provide such evidence of their age as the Master Agent requires. If the Master Agent subsequently ascertains that Easiplay Club membership has been issued to a minor, the Master Agent will cancel such membership and, in accordance with these Rules, decline to pay any prize that would otherwise have been payable.

- 9.4 An Agent, to whom a duly completed application form is submitted, together with such evidence of the applicant's age as the Agent may require, will forthwith issue an Easiplay Club temporary membership slip to the applicant for immediate use. The autopay facility will be activated once the Easiplay Club application form is processed and accepted by the Master Agent.
- 9.5 Once a duly completed application form has been processed and accepted by the Master Agent, the member's personal details will be included in the Easiplay Club database and an actual or electronic Easiplay Club card will be issued and details provided to the member. Subject to the issuing conditions, the card will be evidence of Easiplay Club membership.
- 9.6 An Easiplay Club member must ensure that the Master Agent is advised of any changes to details held in the Easiplay Club database. When requested by the Master Agent, an Easiplay Club member must sign and send a change of details form through any selling point or directly to Head Office. Neither the Master Agent nor any Agent will be liable to make good any loss incurred in respect of any prize forwarded to an address shown in the Easiplay Club database at the time of expiration of the relevant claim period.
- 9.7 The Master Agent will maintain a record of the information provided by each Easiplay Club member and will be permitted to use that information for the purpose of distributing advertising material and similar information. An Easiplay Club member who does not want to receive such material or information must advise the Master Agent in writing. The Master Agent will use its best endeavours to protect each member's personal information and maintain the highest level of confidentiality.
- 9.8 The Master Agent shall be entitled to refuse a new membership or cancel an existing membership, for whatever reason, without the requirement to outline the reasons for such refusal or cancellation.
- 9.9 Once the Master Agent has paid a prize won on a ticket purchased on presentation of an Easiplay Club membership card, there will be no further claim to that prize.
- 9.10 If a player who complies with the requirements of these Rules reports that a winning ticket is lost, the Master Agent may decline to pay the prize to the ticket's bearer.
- 9.11 If a person ("the bearer") lodges a printed ticket that bears the name of an Easiplay Club member ("the member") with the Master Agent for payment of a prize, but the bearer fails to produce the corresponding Easiplay Club membership card, the Master Agent will invite the bearer to provide a statutory declaration and such other documentation as the Master Agent requires to determine the rightful owner of the printed ticket.
- 9.11.1 If the Master Agent is satisfied that the bearer is the rightful owner of the printed ticket, and the prize has not been autopaid to the member in

accordance with Rule 12.15, the Master Agent will pay the prize to the bearer and neither the member nor any other person will have any claim in respect of the printed ticket.

9.11.2 A decision by the Master Agent under this Rule is final and without appeal. The Master Agent has no obligation beyond the strict requirements of this Rule to provide a right to be heard in relation to its decision.

9.12 The procedure under Rule 9.11 is not available to a ticket's bearer after expiration of the Autopay period as determined by the Master Agent. After expiration of that period any prize payable in respect of the ticket will only be paid to the member whose name first appears on the application form.

9.13 If:

9.13.1 a prize is won on a ticket purchased on presentation of an Easiplay Club membership card; and

9.13.2 the ticket's bearer has not claimed the prize at the expiration of the Autopay period,

the Master Agent will pay the prize into the account nominated by the member or by such other means as determined by the Master Agent. Thereafter, the ticket's bearer will have no claim to the prize.

10 *Gift Vouchers*

10.1 The Master Agent may make available to players the purchase of gift vouchers for such defined value(s) as determined by the Master Agent from time to time.

10.2 The price of a gift voucher must be paid in Australian currency, by credit card, by funds transfer from a player's account or by such other means as the Master Agent determines. Payment must be made at the time of requesting the gift voucher.

10.3 The Master Agent may include a security code on any part of the gift voucher for the purpose of identifying counterfeit or reconstituted gift vouchers.

10.4 A security code may be:

10.4.1 symbols or other markings; and

10.4.2 printed, stamped, embossed or otherwise shown on the gift voucher.

10.5 A gift voucher can only be presented once for redemption unless otherwise determined by the Master Agent.

10.6 Gift vouchers must be redeemed within twelve months of their date of issue or such other period as determined by the Master Agent.

- 10.7 A gift voucher will not be redeemable for cash.
- 10.8 Any player who claims to be entitled to redeem a gift voucher but:
- 10.8.1 whose gift voucher has not been identified by a central computer system used in the Master Agent's business as a validly issued gift voucher; or
 - 10.8.2 considers that their gift voucher has been incorrectly evaluated by the Master Agent;
- may lodge a claim with the Master Agent.
- 10.9 A claim under Rule 10.8:
- 10.9.1 may be lodged with the Master Agent either personally or by registered mail;
 - 10.9.2 must reach the Master Agent within the period specified for the redemption of a gift voucher;
 - 10.9.3 must be accompanied by the gift voucher in question and proof of purchase, clearly endorsed with the claimant's full name and address; and
 - 10.9.4 if posted, must be accompanied by a self-addressed envelope bearing the correct postage.
- 10.10 The Master Agent:
- 10.10.1 will not be obliged to recognise any claim not identified by a central computer system used in the Master Agent's business within the period specified for the redemption of a gift voucher; and
 - 10.10.2 may in its absolute discretion accept or refuse to accept a claim in whole or in part.

11 *Disqualifications*

- 11.1 Notwithstanding that:
- 11.1.1 acceptance of entries into a lottery has closed;
 - 11.1.2 a ticket may have issued; or
 - 11.1.3 the draw has occurred in respect of which the ticket is entered
- an entry in a lottery may be disqualified and no prize claim shall be made in respect of it, if the Master Agent is of the opinion that it should be so

disqualified. Any ticket which has issued in respect of an entry in a lottery which is disqualified shall automatically be cancelled.

- 11.2 The reasons for disqualification may include but are not limited to:
- 11.2.1 failure to pay the full price of entry;
 - 11.2.2 reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
 - 11.2.3 reasonable suspicion of unauthorised use of a selling point terminal or central computer system used in the Master Agent's business; or
 - 11.2.4 any other breach of these Rules which justifies disqualification.
- 11.3 The Master Agent shall use its best endeavours to notify a player whose name and address is known to the Master Agent that an entry has been disqualified and the reason therefor and the Master Agent shall refund to the player any price paid. Where the Master Agent does not know the name and address of a player, the Master Agent shall publicise, in a manner determined by the Master Agent, the disqualification of such an entry.
- 11.4 If an entry which would otherwise be eligible for a prize, is disqualified during the claim period then the value of the remaining prizes shall be varied to take into account such disqualification.

12 *Payment of Prizes*

- 12.1 The Master Agent's records as to payment of prizes in respect of a ticket shall be conclusive.
- 12.2 No prize will bear interest as against SALC or the Master Agent.
- 12.3 Any prize won on a syndicate share entry will be payable to the bearer of the syndicate share entry to the extent of the bearer's entitlement as appears on the syndicate share entry, rounded in each division to the nearest whole cent above or below the bearer's syndicate share of the actual prize otherwise payable, with any resulting surplus being paid into the Division 1 prize pool, and any shortfall being drawn from the Division 1 prize pool.
- 12.4 Payment of prizes won on printed tickets or Instant Scratch-Its tickets:
- 12.4.1 greater than \$5000 or such other amount as the Master Agent determines may be made by electronic funds transfer or by such other means as the Master Agent determines. Such prizes must be claimed at Head Office (unless an Agent has obtained prior approval from the Master Agent to make a cash payment).

- 12.4.2 greater than \$500 but equal to or less than \$5000 or such other amount as the Master Agent determines (either generally or in relation to a particular lottery) may be made in cash (except where the prize may be a free ticket), by electronic funds transfer or by such other means as the Master Agent determines. Such prizes may be claimed at Head Office or at an agency with the means to make a cash payment.
- 12.4.3 equal to or less than \$500 or such other amount as the Master Agent determines shall be payable in cash (except where the prize may be a free ticket), by electronic funds transfer or by such other means as the Master Agent determines by Head Office, or in cash by any Agent.
- 12.5 Payment of cash prizes won on an electronic ticket will be paid by electronic funds transfer directly into the account established for use in connection with the player's participation in electronic requests.
- 12.6 A handling fee (which may include postage costs and a processing fee) will be charged in each case as the Master Agent determines for payment of prizes won on printed tickets or Instant Scratch-Its tickets by electronic funds transfer or such other manner as the Master Agent determines. The handling fee will be deducted from the prize.
- 12.7 A non-refundable claim administration fee as determined by the Master Agent may be required to accompany a claim for an ex gratia payment under section 16D of the Act.
- 12.8 The applicant for payment of a prize must provide their name and address:
- 12.8.1 for payment of a prize greater than \$5000 (or such other amount as provided by law) in any online lottery;
- 12.8.2 for payment of any prize to be paid by electronic funds transfer; or
- 12.8.3 in any other case as required by the Master Agent.
- 12.9 A printed ticket or Instant Scratch-Its ticket forwarded by post for payment of a prize must have the winner's name and address completed on its reverse.
- 12.10 A prize claim incomplete in any detail required by the Master Agent may be rejected.
- 12.11 The Master Agent may decline to pay a prize in respect of any ticket presented as evidence of a winning entry if, in the Master Agent's opinion:
- 12.11.1 the ticket was purchased by a minor or an Easiplay Club membership card issued to a minor was submitted at the time of purchase of the ticket;
- 12.11.2 any number or security marking on the ticket has been tampered with in any way; or

12.11.3 the ticket has been stolen, mutilated, altered, defaced or is counterfeit, misprinted, illegible, incomplete or defective in any way; or

12.11.4 the ticket was found to have been purchased fraudulently,

and furthermore, the Master Agent shall retain such a ticket for such period as the Master Agent determine.

12.12 A ticket that has been recorded as cancelled on a central computer system used in the Master Agent's business will be of no validity in claiming a prize. The player will have no claim against SALC or the Master Agent (whether such cancelled recording is at the player's request or due to a computer system malfunction, operator error or otherwise). A ticket incorrectly recorded on a central computer system used in the Master Agent's business will be deemed cancelled. The Master Agent will determine whether a ticket has been correctly recorded.

12.13 A ticket identified by a central computer used in the Master Agent's business system as a prize winning ticket may, after evaluation by a selling point terminal and payment of the prize, be retained by the Master Agent for such period as the Master Agent determine.

12.14 Where a prize winning ticket processed in accordance with these Rules is acknowledged by a central computer system used in the Master Agent's business to contain an entry in any online lottery that has not yet been drawn or conducted, the selling point terminal operator will:

12.14.1 for all online lotteries, excluding Keno, issue an exchange ticket to the bearer; and

12.14.2 for Keno, cancel the remaining entries in accordance with Rule 6.8.

Should an exchange ticket be issued, it will contain the same selections and specify the remaining draw numbers in which it will be entered.

12.15 Subject to Rule 9.11, an Easiplay Club member who has not claimed a prize within the Autopay period will be paid by electronic funds transfer for the prize in favour of the name and details on the Easiplay Club database at the time of issue, provided that:

12.15.1 in the Master Agent's opinion, the name and details are adequate to ensure safe delivery; and

12.15.2 the net amount of the payment payable to the player exceeds the handling fee as determined by the Master Agent.

12.16 A claim for a prize already paid by the Master Agent will not be considered.

12.17 Subject to the provisions of the Act, a claim for a prize received by the Master Agent outside the relevant claim period will not be considered, nor will the Master Agent accept or recognise any reason for late lodgement or receipt of a

claim.

- 12.18 a) Prizes in a lottery, other than a special appeal lottery, not collected or taken delivery of within 12 months of the date of the draw or such other date as SALC determines, will be forfeited in accordance with the Act.
- b) Prizes in a special appeal lottery not collected or taken delivery of within the period specified by the Minister will be payable to the beneficiary or beneficiaries of the net proceeds of the special appeal lottery, in the proportions specified by the Minister.

13 *Syndicates and Payment of Prizes to Bearer*

13.1 Except as otherwise provided by these Rules, the bearer of a ticket that is evidence of a winning entry will be regarded as its owner and will be paid the prize upon the ticket's redemption, notwithstanding:

13.1.1 any name on the ticket;

13.1.2 any name on an application form for an Easiplay Club membership card submitted at the time of purchase of the ticket;

13.1.3 any name and address in the database for an Easiplay Club membership card submitted at the time of purchase of the ticket;

13.1.4 that a person has reported the ticket's loss to the Master Agent;

13.1.5 that the Master Agent has had notice that someone other than the ticket's bearer may have a claim in respect of the prize won by the ticket; or

13.1.6 that payment is made to a person not named on an application form for an Easiplay Club membership card submitted at the time of purchase of the ticket.

Payment of any prize to the bearer of the ticket will be deemed a full and final discharge of the Master Agent's liability in respect of the ticket.

13.2 The Master Agent will not be bound:

13.2.1 by any agreement made between any syndicate or group participants other than an agreement between the Master Agent and a player in a central syndicate; or

13.2.2 to take notice or to see to the execution of any trust whether express, implied or constructive to which a ticket may be subject.

14 *Cancellation of Lottery or Ticket*

14.1 The Master Agent may in respect of any lottery conducted by SALC through its Master Agent:

14.1.1 cancel the lottery;

14.1.2 cancel any ticket without cancelling the lottery to which it relates; or

14.1.3 recall any Instant Scratch-Its ticket(s) and cancel the remainder of the series of which they are part,

if it considers that doing so is necessary for the fair conduct of the lottery or for such other reason as the Master Agent in its absolute discretion determines. Such cancellation may be effected either before or after the draw or payment of prizes in any lottery.

14.2 If the Master Agent cancels a lottery it may:

14.2.1 pay anyone who has purchased a ticket in the lottery the price of the ticket;

14.2.2 conduct another lottery (“the second lottery”) and issue to anyone who purchased a ticket in the cancelled lottery a ticket in the second lottery. The price of a ticket and the value and number of prizes in the second lottery will not differ from the price of a ticket and the value and number of prizes in the cancelled lottery; or

14.2.3 deal with the tickets in the cancelled lottery in such manner as the Master Agent considers fair and reasonable in all the circumstances.

14.3 If the Master Agent cancels a ticket in a lottery it may:

14.3.1 repay the price of the ticket; or

14.3.2 issue another ticket with a different serial number in the same lottery,

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

SCHEDULE

Date of operation of these Rules:

1 March 2020

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