

# Powerball Rules

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## 1 DEFINITIONS

1.1. Unless the contrary intention appears, in these Rules the following definitions shall apply;

**"Accredited Representative"** is a person or corporation accredited by Tattersall's to process entries in Powerball;

**"Act"** means the *Gambling Regulation Act (Vic) 2003*;

**"Claim Period"** means the period ending on the fourteenth day after the Draw date in which the prize is claimed. If the fourteenth day, or any day or days immediately preceding it, is a Saturday, Sunday or public holiday, the period ends on the last working day before the fourteenth day. All such periods end at the close of business on the nominated day;

**"Close of Acceptance of Entries"** means the day and time of day determined by Tattersall's after which entries into a Draw will not be accepted;

**"commission"** is an amount not exceeding the amount fixed by the Minister from time to time which is payable to Accredited Representatives, tatts.com or a Reseller for effecting an entry in Powerball;

**"Distributable Prize Pool"** means an amount not less than 55% of all Subscriptions received in respect of a particular Draw;

**"Draw"** means the drawing of Powerball numbers in the manner described in Rule 7 by which winning entries in Powerball are determined;

**"Entry Coupon"** is a form approved by Tattersall's containing all relevant numbers and instructions to effect an entry in Powerball via Tattersall's computer system;

**"Entry Ticket"** is a Tattersall's computer system issued record of entry in Powerball containing all of the particulars listed in Rule 6.1;

**"Game"** is the Player's selection of five numbers plus one Powerball Number only;

**"Internet"** means the world wide connection of computer networks providing for the transmittal of electronic mail, on-line information, information retrieval and file transfer protocol;

**"Jackpot Prize Pool"** means an amount not greater than 5% of all Subscriptions received in Powerball;

**"Member"** means one or more of the parties of the Powerball Bloc;

**"Minister"** means the Minister for Gaming, State of Victoria;

**"Outlet Syndicate"** is where an Entry Ticket is purchased by an Accredited Representative on behalf of a group of persons whereby the Accredited Representative agrees to pay any prize emanating from that Entry Ticket to such persons proportionate to the number of shares held by each person;

**"Overseas Jurisdiction"** means a jurisdiction other than an Australian State or Territory or a Participating Jurisdiction, where it is not illegal for a resident of that jurisdiction to participate in foreign lotteries whether by Internet, mail or such other means;

**"Participating Jurisdiction"** means a jurisdiction declared under the Act, or as may be declared under the Act from time to time, where Tattersall's is authorised to conduct, promote and sell entries in Powerball and, unless otherwise specified, includes Victoria;

**"Powerball"** means the public lottery generally conducted on Thursday nights by Tattersall's on behalf of the Powerball Bloc Members, the conduct of which is the public lottery the subject of these Rules;

**"Powerball Bloc"** means the Members licensed in their respective jurisdictions who have joined for the purpose of conducting, promoting and selling entries in lottery games, of which Tattersall's is a Member;

**"Powerball Number"** means the one number from the numbers 1 to 45 inclusive to be drawn from Drawing Device B as further detailed in Rule 7.2;

**"Player"** means a person who purchases an entry in Powerball;

**"Play the Field"** is a selection of five numbers from the numbers 1 to 45 inclusive which are then matched with each Powerball Number from the numbers 1 to 45 inclusive as further detailed in Rule 4.4;

**"Prizes Fund"** is an amount equivalent to 60% of all Subscriptions received in Powerball which is the amount required under the Act to be returned to Players being the sum of all prizes payable from the Distributable Prize Pool and the total amount paid into the Jackpot Prize Pool;

**"public lottery"** means a lottery or other game or competition of chance, or partly of chance and partly of skill, in which people pay money to enter with the possibility of obtaining a prize, including a lottery, game or competition that involves a scheme of pari-mutual betting;

**"Reseller"** means a person or corporation contracted by Tattersall's to process entries for persons residing in Participating or Overseas Jurisdictions where that person is remote from Tattersall's computer system, either via the Internet, mail or by other means approved by Tattersall's;

**"Rules"** are these Rules and includes any appendices and schedules attached hereto;

**"Standard Entry"** means a selection of five numbers only from the numbers 1 to 45 inclusive and one Powerball number from the numbers 1 to 45 inclusive;

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“**Subscription**” is the cost of an entry in Powerball excluding commission;

“**Supplementary Representative**” is a person or corporation associated with an Accredited Representative who is engaged by the Accredited Representative to effect Player entries via the Accredited Representative’s on-line computer terminal;

“**System Entry**” (formerly PowerPlay Entry) means a selection of between three and twenty-four numbers (but note five) from the numbers 1 to 45 inclusive and one Powerball Number only from the numbers 1 to 45 inclusive as further detailed in Rule 4.3;

“**Tattersall’s**” means Tattersall’s Sweeps Pty Ltd (ACN 081 925 662) whose registered office is situated at 615 St Kilda Road, Melbourne, Victoria, being the entity which conducts and promotes public lotteries in accordance with the Act in the State of Victoria and other Participating Jurisdictions;

“**tatts.com**” means tatts.com Pty Ltd, a related entity of Tattersall’s, being a corporation accredited by Tattersall’s to process entries in Powerball via the Internet;

“**Tatts Card**” is a membership card which enables the holder thereof to register and store entries in Powerball in accordance with the terms of that membership and Rule 11;

“**VCGR**” means the Victorian Commission for Gambling Regulation established by the Act;

“**Web Site**” means tatts.com’s Internet site located at [www.lotto.tatts.com](http://www.lotto.tatts.com) (or such other address as may be advised from time to time) where a Player may purchase entries in Powerball via the Internet.

- 1.2. For the avoidance of doubt, where an Entry Coupon, Entry Ticket or promotional material bears the word “PowerPlay” this is a reference to System Entry as defined above.
- 1.3. Reference to one gender includes all other genders.
- 1.4. Reference to the singular shall include the plural and vice versa.
- 1.5. Reference to a person shall include natural persons and corporate persons, context permitting.

### **2 EFFECT OF THESE RULES**

- 2.1 Tattersall’s is required under the Act to make Rules for the conduct of Powerball. These Rules, as are in force at the time an entry into a Draw is effected, are binding contractually between Tattersall’s and the Player.
- 2.2 Entry into Powerball is only open to persons 18 years of age or over in Victoria and in Participating and Overseas Jurisdictions where that law is applicable.
- 2.3 These Rules shall be effective for Powerball Draws commencing on and after 1 July 2008 until subsequent amendments are made unless such amendments are disallowed by the VCGR. These Rules shall be displayed at the place of business of Tattersall’s and at the point of sale of Accredited Representatives and their Supplementary Representatives, tatts.com and Resellers.
- 2.4 If, at any time these Rules are in effect:
  - (a) entries in Powerball are not or are not yet available for purchase via any of the distribution media described in these Rules, the Rules relevant to that distribution medium will only be operative if and when purchase is available via that medium; and/or
  - (b) any entry type as specified in Rule 4 is unavailable for purchase, then the Rules relevant to that entry type will only be operative if and when purchase is available for that entry type.
- 2.5 By purchasing an Entry Ticket in Powerball, all Players agree to be bound by these Rules. Except as may otherwise be provided herein and in particular Rule 10.2, all Players shall accept as final, decisions made by Tattersall’s pursuant to these Rules in respect of prize eligibility and distribution and decisions made by Tattersall’s as to the meaning and effect of these Rules.
- 2.6 Tattersall’s may at any time amend these Rules in accordance with the Act. If such amendment results in the invalidity of any Entry Ticket already issued, the holder of such Entry Ticket may apply for a refund of the Subscription and commission paid in respect of that Entry Ticket but Tattersall’s shall not be liable for any other loss or damage suffered by the Player.
- 2.7 If there is an inconsistency between the instructions on an Entry Coupon, Entry Ticket or promotional and point of sale materials and these Rules, these Rules prevail to the extent of the inconsistency.
- 2.8 If it is held by a court of competent jurisdiction that:
  - (a) any part of the Rules are void or illegal or unenforceable; or
  - (b) the Rules would be void voidable illegal or unenforceable in whole or in part unless a part were severed therefrom,

then that part shall be severable from and shall not affect the continued operation of the remainder of the Rules.

### **3 ENTRY COUPONS**

- 3.1 The objective of the Player participating in Powerball is to correctly select the five winning numbers from the numbers 1 to 45 inclusive drawn from Drawing Device A, and the winning Powerball Number, in any one Game.

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- 3.2 Each Entry Coupon contains twelve (12) game panels (marked "A" to "L") for Player number selections. Each game panel comprises:
- (a) forty-five 'boxes' numbered 1 to 45 inclusive for number selections corresponding to the numbers drawn in Drawing Device A;
  - (b) forty-five 'circles' numbered 1 to 45 inclusive for number selection corresponding to the Powerball Number; and
  - (c) selection boxes to indicate if the Player's selection is a System Entry or Play the Field Entry.
- 3.3 Each Entry Coupon shall also contain selection boxes for the following entry types available in Powerball: -
- (a) Advance
  - (b) Multi-Weeks
  - (c) Top Up.
- 3.4 Only an Entry Coupon that is provided or approved by Tattersall's shall be capable of constituting a properly completed Entry Coupon for the purposes of these Rules and notwithstanding any other provision contained in these Rules, a prize may not be paid to any Player who uses an Entry Coupon that is not provided or approved by Tattersall's.

### **4 MARKING ENTRY COUPONS**

- 4.1 A Player can select from any one or more of the following types of entries in Powerball:
- (a) a Standard Entry; and/or
  - (b) a System Entry; and/or
  - (c) a Play the Field Entry
- and may thereafter opt to play their selection: -
- (d) in Advance; and/or
  - (e) for Multi-Weeks; and/or
  - (f) with a Top Up
- with each Game costing the Subscription plus commission advertised by Tattersall's at the time and point of purchase. A minimum of two (2) Games (whether those Games are constituted by Standard, System Entry or Play the Field entries) must be completed on any one Entry Coupon.
- 4.2 A Standard Entry is constituted by a Player selecting five numbers from the numbers 1 to 45 in the numbered boxes of a game panel and one number only from the numbers 1 to 45 in the numbered circles in the same game panel.
- 4.3 A System Entry is constituted by a Player selecting between three and twenty-four (but not five) numbers from the numbered boxes and one number only from the numbered circles and by marking the System selection box in the one game panel. Subject to Rule 4.9, more than one type of System selection (ie, System 7 and System 10 etc) can be played on any one Entry Coupon. A Player can mark:
- (a) from 6 to 24 numbers in a game panel for a respective System 6 to System 24 Entry. Tattersall's computer system will calculate all possible five number combinations from the Player's selected numbers (ie, a System 8 will produce 56 five number combinations) which will then constitute that number of Games for that System Entry; or
  - (b) 3 or 4 numbers in one game panel for a respective System 3 or System 4 Entry. Tattersall's computer system will combine the Player's number selections with the remaining unselected numbers to calculate all possible five number combinations (ie, a System 4 will produce 41 five number combinations) which will then constitute that number of Games for that System 3 or System 4 Entry.
- 4.4 A Play the Field Entry is constituted by a Player selecting five numbers only from the numbers 1 to 45 in the numbered boxes and marking the "Field" selection box in that game panel. The Players selected numbers will automatically be matched with each of the possible forty-five Powerball Numbers which will then constitute that number of Games for the Play the Field Entry. A Play the Field Entry can also be combined with a System Entry in the one game panel and if so selected, the Rules relating to System Entries shall similarly apply to the Play the Field System Entry however the total of number of Games constituted by that entry will be further increased by the number of Powerball Numbers combined therewith so for example,
- (a) where a System 6 will initially produce 6 five number combinations, each of those number combinations (Games) will be combined with each of the 45 Powerball Numbers to constitute 270 Games for that Play the Field System Entry; or
  - (b) where a System 4 will initially produce 41 five number combinations, each of those number combinations (Games) will be combined with each of the 45 Powerball Numbers to constitute 1,845 Games for that Play the Field System Entry.
- 4.5 Subject to Rule 4.7, an Advance entry allows the Player to nominate any one future Draw up to twenty five (25) weeks beyond the next Draw into which an entry can be effected. The Player must mark the Advance selection

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box on the Entry Coupon and advise the terminal operator of the date of the Draw into which the Advance entry is to be entered. If the requested date is not a scheduled Draw date, the entry will be processed for the Draw next occurring after that requested date.

- 4.6 A Multi-Weeks entry may be purchased for up to 26 consecutive weeks and is constituted by the Player marking the corresponding number of weeks from those available in the Multi-Weeks selection box on the Entry Coupon. The Player's selected numbers will then be entered into that number of consecutive Draws beginning with the next (current) Draw into which an entry can be effected.
- 4.7 A combined Advance Multi-Weeks entry will be accepted if the Player has marked both Advance and Multi-Weeks selection boxes but only if the last Draw contained on that entry does not exceed twenty-five (25) Draws beyond the current Draw.
- 4.8 A Player may request a Top Up entry by marking the Top Up selection box on the Entry Coupon. The computer system will then generate Standard Entry Quick Picks for each of the remaining unmarked game panels on the Entry Coupon.
- 4.9 All entries are subject to the restrictions imposed on Tattersall's computer system to process entries which exceed a specified number of Games in any one Draw on the one Entry Coupon and/or Entry Ticket and, in the case of System and/or Play the Field Entries, those which exceed the allowable number of separate or combined System and/or Play the Field Entries on the one Entry Coupon and/or Entry Ticket.
- 4.10 Players shall mark their numbers by hand in black or dark blue pen in each chosen game panel. Except with the prior approval of Tattersall's, a Player shall not mark an Entry Coupon by means other than by hand. An Entry Coupon which is marked other than by hand will not be considered a properly completed Entry Coupon for the purposes of these Rules and a Player claiming a prize as a result of an Entry Coupon marked other than by hand and having been accepted by an Accredited Representative without Tattersall's prior approval may not be entitled to payment of any prize in relation to that Entry Ticket.
- 4.11 A properly completed Entry Coupon shall be processed through Tattersall's computer system via terminals situated at the outlets of Accredited Representatives.
- 4.12 An Entry Coupon not properly or fully completed may be manually edited on the terminal by the Accredited Representative at the direction of the Player in which case the detail referred to in Rule 6.1(e) will appear on the Entry Ticket.

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

- 5.1 A Player may request a Quick Pick computer assisted entry whereupon the Entry Ticket issued containing computer selected numbers shall constitute an accepted entry for the purposes of Rule 6.
- 5.2 An entry properly transacted via tatts.com or a Reseller in accordance with Rules 14 and 15 respectively shall constitute an accepted entry for the purposes of Rule 6.
- 5.3 Any reference to Entry Coupons and the marking of Entry Coupons in Rules 3 and 4 shall not be applicable to Quick Pick entries and entries purchased via tatts.com or Resellers.

### **6 ACCEPTANCE AND ISSUANCE OF ENTRY TICKETS**

- 6.1 A Player having made a selection and paid the Subscription plus commission shall be issued with an Entry Ticket recording:-
  - (a) the Player's Tatts Card number, if applicable;
  - (b) the Player's selected numbers and where applicable, the System Entry type;
  - (c) where Play the Field has been selected, "Field" will appear in lieu of, and representing all of, the forty-five possible Powerball Numbers;
  - (d) the Draw date and number, or if a Multi-Weeks entry the Draw date and Draw number ranges, to which the entry relates;
  - (e) if applicable, "e" which indicates that the terminal operator has edited the selection at the Player's direction;
  - (f) if applicable, "t" which indicates that the selection is a Top Up;
  - (g) the details of the Accredited Representative and relevant selling point terminal;
  - (h) the date and time of purchase;
  - (i) the Subscription and commission paid; and
  - (j) the ticket number.
- 6.2 It is the responsibility of the Player to check all details on the Entry Ticket at the time of purchase and the taking of such Entry Ticket shall then constitute an accepted entry for the Draw(s) identified thereon. The taking of the Entry Ticket shall constitute an acknowledgment by the Player that the numbers printed thereon are the Player's selection (whether by manual or Quick Pick selection) and that all other particulars on the Entry Ticket are correct. No Entry Coupon shall then have validity or be of evidence for any purpose.
- 6.3 Subject to Rules 2.6 and 6.4, an Entry Ticket may only be voided or cancelled,

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- (a) on presentation of the original Entry Ticket which must be legible and must not be mutilated; and
- (b) only at the terminal of issue; and
- (c) within 24 hours from the time of purchase but prior to the Close of Acceptance of Entries for that Draw (or for the first Draw contained on that Entry) and subject to the relevant Accredited Representative's hours of operation,

and the Player shall be refunded the Subscription and commission paid in respect of such Entry Ticket.

- 6.4 If requested by an Accredited Representative on its own or a Player's behalf, Tattersall's may, in its absolute discretion and subject to its computer system capability, effect a cancellation of an Entry Ticket at Tattersall's computer system's host site and the Player shall be refunded the Subscription and commission paid, if any, in respect of such Entry Ticket.
- 6.5 Subject to these Rules, an Entry Ticket issued in accordance with Rule 6.1 shall constitute an acknowledgment by Tattersall's of such entry in the relevant Draw(s).
- 6.6 Subject to Rules 10.2(b) through 10.2(d) inclusive, where any dispute arises, the Player shall be bound by the prize determination founded on the particulars recorded on Tattersall's computer system transaction files. No subsequent or manual alteration to an Entry Ticket shall be made or, if made, have any validity for any purpose.
- 6.7 An Entry Ticket which is recorded as void or cancelled on Tattersall's computer system shall be void and of no validity in claiming any prize, and the Player shall have no claim against Tattersall's by reason of operator error, or otherwise.

## **7 DRAWING OF POWERBALL**

- 7.1 Each Draw will be identified by a Draw number.
- 7.2 In each Draw, five balls will be drawn from a drawing device containing forty-five balls numbered from 1 to 45 inclusive and one ball will be drawn from a separate drawing device containing forty-five balls numbered 1 to 45 inclusive ("Drawing Device A" and "Drawing Device B" respectively, or "drawing device" collectively). A winning number in a Draw is deemed drawn when a numbered ball rests in the display section forming part of the drawing device. A Draw is deemed complete when five numbered balls (and not fewer or more than five) are drawn from Drawing Device A and one numbered ball (and not fewer or more than one) is drawn from Drawing Device B (the Powerball Number), in accordance with this Rule.
- 7.3 Each Draw shall be conducted under the supervision of a Victorian Government Representative, nominated by the VCGR, and shall be final for all purposes when the Official Result Sheet is signed by the Tattersall's Draw Officials and countersigned by the Victorian Government Representative.
- 7.4 Subject to Rule 7.5, in the event of a malfunction in the conduct of a Draw: -
  - (a) any numbered ball deemed drawn in accordance with Rule 7.2 prior to the occurrence of the malfunction is a valid and properly drawn number; and
  - (b) any numbered ball drawn after the occurrence of the malfunction will be deemed not to be drawn in accordance with Rule 7.2 and will not constitute a valid and properly drawn number; and
  - (c) the balance of the Draw will be conducted and the remaining number of balls required to be drawn will be drawn.
- 7.5 The decision of the Victorian Government Representative present at the Draw as to the existence and timing of the malfunction and the consequent validity or invalidity of any numbers drawn is final and binding on Tattersall's and all Players.
- 7.6 For the purposes of this Rule 7, "malfunction" means a failure of the drawing device or any part of it (or any occurrence which causes a failure of the drawing device or any part of it) to operate in the manner in which it is designed to operate and which in the opinion of the Victorian Government Representative, results in the Draw not being conducted properly.

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

- 8.1 There shall be seven prize divisions in each Draw comprising:
  - (a) Division One: Players who have correctly selected the five winning numbers from Drawing Device A and the Powerball Number in any one Game;
  - (b) Division Two: Players who have correctly selected the five winning numbers from Drawing Device A in any one Game;
  - (c) Division Three: Players who have correctly selected four of the five winning numbers from Drawing Device A and the Powerball Number in any one Game;
  - (d) Division Four: Players who have correctly selected three of the five winning numbers from Drawing Device A and the Powerball Number in any one Game;
  - (e) Division Five: Players who have correctly selected the four of the five winning numbers from Drawing Device A in any one Game;
  - (f) Division Six: Players who have correctly selected any two of the five winning numbers from Drawing

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Device A and the Powerball Number in any one Game;

- (g) Division Seven: Players who have correctly selected any three of the five winning numbers from Drawing Device A in any one Game.
- 8.2 If in a Draw, there is no valid winning entry in Division One, then the amount allocated to Division One from the Distributable Prize Pool for that Draw shall add to and form part of the amount allocated to Division One in the next Draw.
- 8.3 No such addition shall be effected for more than twenty five consecutive Draws.
- 8.4 If there is no valid winning entry in Division One in any of the Draws permitted under Rule 8.3, the total amount allocated to Division One from the Distributable Prize Pool including any amounts allocated from the Jackpot Prize Pool in accordance with Rule 8.11(a) shall be added to the next lower Division in which there are prize winners.
- 8.5 If there are no prize winners in any Division in that final permitted Draw, then irrespective of Rule 8.3, the total amount allocated to the Distributable Prize Pool for that Draw (excluding any amounts which would have been allocated from the Jackpot Prize Pool to guarantee the Division One prize for that final permitted Draw) shall add to and form part of the amount allocated to Division One from the Distributable Prize Pool in the next Draw.
- 8.6 Subject to Rules 8.2 and 8.5, if there are no winning entries in any particular Division the amount allocated to that Division will be added to the amount allocated to:
- (a) the next lower Division in which there are prize winning entries; or
- (b) the next higher Division in which there are prize winning entries if there are no prize winning entries in any lower Division.
- 8.7 Subject to Rule 8.2, 8.4, 8.5 and 8.6, the total Distributable Prize Pool shall be distributed amongst the seven prize divisions in such percentages as are determined by the Powerball Bloc from time to time, made available for public inspection on the WebSite or on request at any Tattersall's Outlet, and notified to the Commission at least 14 days prior to their effective date, notwithstanding that the percentage allocations shall not vary more than 5 percentage points lesser or greater than those set out below, and in no event will any one prize division receive an allocation of less than half of that specified below:
- (a) Division One: 37.5%
- (b) Division Two: 14.0%
- (c) Division Three: 6.4%
- (d) Division Four: 5.0%
- (e) Division Five: 2.8%
- (f) Division Six: 12.5%
- (g) Division Seven: 21.8%.
- 8.8 No single Game shall win more than one prize in any one Draw.
- 8.9 If in any Division there is more than one winning Game, the prize money allocated to that Division will be apportioned amongst such winning Games equally.
- 8.10 All prizes (other than prizes payable in Division One) shall be rounded to the nearest five cents.
- 8.11 The amounts set aside for payment into the Jackpot Prize Pool shall accumulate and shall be applied to:
- (a) guarantee a Division One prize from time to time;
- (b) supplement prizes in any or all Divisions; and
- (c) subject to Rule 8.15, for such other purpose as agreed by the Members from time to time, provided that any such application is not in contravention of the legislation or Rules governing the conduct of Powerball.
- 8.12 If any entries which would otherwise have been entitled to payment of prizes are discovered after the payment of prizes, Tattersall's may at its discretion pay to the Players submitting such entries the same prizes as were payable in respect of entries winning such prizes, or such smaller prizes as would have been paid under Rule 8 if such entries had been taken into account when declaring prizes.
- 8.13 Powerball Bloc Members aggregate the total Subscriptions of each Member and, in accordance with their legislated requirements, allocate such percentage of those Subscriptions to form a common prize pool and pay common dividends to Players in each jurisdiction. As such, Powerball Bloc Members are from time to time required to make prize payments to other Members to enable payment by such other Members of common dividends won in respect of Entry Tickets sold in the jurisdiction of such other Member and such payment made by Tattersall's is made from the Prizes Fund.
- 8.14 Notwithstanding Rule 8.13, Tattersall's may from time to time supplement prizes paid to Players in Victoria and Participating Jurisdictions only, from amounts representing Tattersall's proportion of the Jackpot Prize Pool constituted solely by Subscriptions from entries purchased in those jurisdictions in accordance with these Rules.
- 8.15 Any distribution of the Jackpot Prize Pool contemplated under Rule 8.11(c) shall be subject to prior notification to the VCGR and shall thereafter be on such terms and conditions (regarding eligibility, prize values, determination

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and payment) as are published on promotional and point of sale materials throughout such period of availability and/or eligibility.

### **9 CLAIMS AND PRIZE PAYMENTS**

- 9.1 Prize money distributable to Division One winning entries shall be paid following the expiration of the Claim Period and may be:
- (a) reduced if the number of valid winning entries exceed the number publicised as provisional winning entries; or
  - (b) increased if the number of valid winning entries is less than the number publicised as provisional winning entries.
- 9.2 Subject to Rule 9.1, 11, 13, 14 and 15 Division One prizes or prizes which exceed an amount determined by Tattersall's from time to time, including any other prizes on those winning Entry Tickets, shall be paid by Tattersall's registered office. Cash will only be paid to the limit determined by Tattersall's from time to time and above this limit, payment will be by cheque either personally or by post, or by remittance through a nominated bank account. Payment of a prize cheque issued by Tattersall's constitutes a prize claimed by the Player and is not thereafter subject to the provisions of Rule 9.3.
- 9.3 Subject to Rules 9.2, 11, 13, 14 and 15, all prizes may be collected within the period specified in the Act at the premises of Accredited Representatives or Tattersall's registered office. After that period, and after disposal of unclaimed prizes by Tattersall's in accordance with the Act, Entry Tickets for unclaimed prizes:-
- (a) may be presented at Tattersall's registered office for forwarding to the relevant Victorian State Government department (or where applicable, the government department for the Participating Jurisdiction in which the entry was purchased) or
  - (b) may be presented directly to the relevant government department referred to in 9.3(a)above, for validation and prize payment by that government department.
- 9.4 Subject to the discretion of Tattersall's and Rules 11, 14 and 15, no prize money shall be payable save on surrender of the prize winning Entry Ticket and no other material whether terminal produced or otherwise shall be of any validity or proof of entitlement to a prize for any purpose. The name and address section of the Entry Ticket should be completed before presentation for prize validation, and full identification may be required prior to payment. At the time of payment of a prize, the Player will be given a receipt showing the amount of the prize.
- 9.5 Unless a Player has completed an anonymity request by marking the Entry Ticket at the time of making a claim for a prize, Tattersall's shall be at liberty to publicise any Player's name as a prize winner. Nothing in this Rule shall prevent Tattersall's from publicising a Player's suburb of residence or the amount of the prize.
- 9.6 In order for an Entry Ticket to be valid the following conditions must be met:
- (a) The Entry Ticket must be legible and must not be mutilated, altered, reconstituted, marked paid, counterfeit, stolen or cancelled or a duplicate of another Entry Ticket and must have been issued in a manner authorised by Tattersall's .
  - (b) The full ticket details matching the record in Rule 6.6 must appear on the Entry Ticket which must not be misregistered, defectively printed or produced in error to an extent that it cannot be processed by Tattersall's.
  - (c) The Entry Ticket must pass all other confidential security checks of Tattersall's and there must not be any breach of these Rules which in the opinion of Tattersall's justifies non payment of the prize.
- 9.7 It shall be the sole responsibility of the Player to take reasonable care for the preservation of an Entry Ticket.
- 9.8 The Entry Ticket held by the Player shall have no value other than allowing payment of any prize that is shown as unpaid on Tattersall's computer system in respect of that Entry Ticket.
- 9.9 Players who believe they are entitled to claim a prize in a Draw must have their claim confirmed by Tattersall's computer system as being a prize winning Entry Ticket by:
- (a) lodgement of a claim at the registered office of Tattersall's accompanied by the Player's Entry Ticket, or
  - (b) forwarding a claim to the registered office of Tattersall's accompanied by the Player's Entry Ticket and a stamped self-addressed envelope, or
  - (c) presentation of the Entry Ticket at any Accredited Representative's outlet (except in the case of Division One prize claims and/or any prizes which exceed the limit specified by Tattersall's which must be made in accordance with (a) or (b) above).
- 9.10 The delivery of any prize winning Entry Ticket is the responsibility and at the expense of the Player. Proof of posting or bank lodgement will not be accepted as proof of ownership or delivery of an Entry Ticket.
- 9.11 The Player shall accept all risks, losses, delays, errors or omissions which may occur through Australia Post or the banking system and Tattersall's shall be under no obligation to send any remittances by registered, recorded or security post. The cost of remittance of prize money may be deducted from the prize payable to the Player.
- 9.12 Subject to Rule 9.6 Tattersall's will recognise only the person/s by whom the Entry Ticket is surrendered as the absolute owner (and where more than one person, then in equal shares) and except as ordered by a Court of

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competent jurisdiction shall not be bound to take notice or to see to the execution of any trust whether express, implied or constructive to which any such Entry Ticket may be subject.

- 9.13 Notwithstanding any other provision contained in these Rules, Tattersall's may require any Player claiming a prize to complete a Statutory Declaration prior to payment of such prize, to the effect that the Player is the owner of the Entry Ticket and is legally entitled to receive the prize emanating therefrom and/or that the Player has not conducted or participated in the type of scheme prohibited under Chapter 5 of the Act in respect of the Entry Ticket.
- 9.14 Payment by Tattersall's to the person/s surrendering the Entry Ticket of any prize money payable in respect thereof shall be a good discharge to Tattersall's, notwithstanding any notice Tattersall's may have of the right, title, interest or claim of any other person/s to such prize money.
- 9.15 A terminal produced replacement Multi-Weeks Entry Ticket supplied on prize payment will be recognised for the next prize validation. The Multi-Weeks Entry Ticket used for validation and payment of a prize ceases to be valid, and only the replacement will be accepted for further prize collection.
- 9.16 All prizes will be paid in Australian Dollars in the amount advertised by Tattersall's as the final dividend payable for that prize winning entry. Except for prizes paid to Players under Rule 14, if a prize is payable to a Player residing in a Participating Jurisdiction where the currency is other than the Australian Dollar, the prize will be paid in that jurisdiction's currency at the average AUD Retail Market Exchange Rate applicable on the Monday of the week in which the Draw to which the prize on the Entry Ticket relates is conducted. For the purposes of this Rule, "week" means the period of 7 days from Monday to Sunday inclusive and the "average AUD Retail Market Exchange Rate" means the average of the 'buy' and 'sell' AUD Retail Market Exchange Rates advertised in The Australian Financial Review newspaper.
- 9.17 Any liability of Tattersall's to a Player arising from any statement about a Draw made by (or any negligence on the part of) an employee, servant, agent or contractor of Tattersall's or any other person, shall be limited to the cost of the Player's Entry Ticket in that Draw.
- 9.18 In the event of a Player suffering any loss or damage as a result of any unlawful act of an employee, servant, agent or contractor of Tattersall's or any Accredited Representative or other party or as a result of any fire, flood, tempest, storm, riot, civil commotion, lockout, strike or equipment failure, any liability of Tattersall's to that Player shall be limited to the cost of the Player's Entry Ticket in that Draw.

### **10 DISPUTED PRIZE CLAIMS AND COMPLAINTS**

- 10.1 Prior to a prize being paid to the Victorian State Government in accordance with the Act and Rule 9.3, a Player may lodge a written claim with Tattersall's by sending it to Tattersall's registered office if:
- (a) Tattersall's does not confirm a prize upon presentation of an Entry Ticket; or
  - (b) the Player believes that their Entry Ticket has been incorrectly evaluated; or
  - (c) the Player is unable to produce the Entry Ticket for which the Player claims a prize is payable.
- Tattersall's will not consider a claim in respect of a prize disposed of in accordance with Rule 9.3.
- 10.2 If a claim for a prize is made to Tattersall's in accordance with Rule 10.1:
- (a) Tattersall's will –
    - (i) immediately try to resolve the claim; and
    - (ii) if Tattersall's is not able to resolve the claim, promptly give the claimant written notice advising -
      - A. of Tattersall's decision on the claim, and
      - B. that the Player may, within 10 days after receiving the notice, ask the VCGR to review the decision.
  - (b) If the claim is not resolved, the Player may ask the VCGR –
    - (i) if the Player has received a notice under Rule 10.2(a)(i), to review Tattersall's decision on the claim; or
    - (ii) if not, to resolve the claim.
  - (c) A request to the VCGR under Rule 10.2(b) –
    - (i) must be in the form approved by the VCGR; and
    - (ii) if the Player received a notice under Rule 10.2(a)(i), must be made within 10 days after receiving the notice.
  - (d) If a request is made to the VCGR, the VCGR may carry out any investigations the VCGR considers necessary to resolve the matters in dispute
- 10.3 No prize claim made beyond the period referred to in Rule 10.1 will be accepted unless it is in respect of an Entry Ticket which is shown as an unclaimed prize on Tattersall's copy of the report of unclaimed prizes sent to the government as referred to in Rule 9.3(a).
- 10.4 In accordance with the Act, Tattersall's must inquire into a complaint:

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- (a) made to it about the conduct of Powerball by Tattersall's, or the conduct of an Accredited Representative or Reseller in operations relating to Powerball; or
- (b) referred to it by the VCGR under Rule 10.5,

and must, within 21 days of receipt or referral of such complaint, given written notice of the result of its inquiry to the complainant, or to the VCGR as the case may be.

- 10.5 If a complaint is made to the VCGR about the conduct of Powerball, or the conduct of an Accredited Representative or Reseller in operations relating to Powerball, the VCGR must promptly inquire into the complaint or if it considers appropriate, refer the complaint to Tattersall's. The VCGR must promptly advise the complainant of the result of the VCGR's inquiry or of its decision to refer the complaint to Tattersall's.
- 10.6 A complaint made to Tattersall's or the VCGR in accordance with the Act and Rules 10.4 and 10.5 must be in writing, state the complainant's name and address, and give appropriate details of the complaint.

### **11 TATTS CARD**

- 11.1 Prizes won by an Entry Ticket registered to a Tatts Card which remain unclaimed four weeks from the date of the Draw to which the prize on the Entry Ticket relates (or in the case of a Multi-Week entry, four weeks from the date of the last Draw to which the Entry Ticket relates), will be paid by cheque (less postage and handling) and forwarded by ordinary post to the then recorded address of the Tatts Card member. Such prize payment will be in full and final settlement of any prize payable in respect of that Entry Ticket, irrespective of whether the Entry Ticket is subsequently presented for payment by any person. Payment of a Tatts Card prize cheque constitutes a prize claimed by the Player and is not thereafter subject to the provisions of Rule 9.3.
- 11.2 Prior to any payment of prizes won by an Entry Ticket identified with a Tatts Card number, Tattersall's may require a Statutory Declaration of ownership from the person presenting the Entry Ticket.
- 11.3 Notwithstanding the registration of a Player's Entry Ticket on the Player's Tatts Card, prize winning Entry Tickets are bearer documents and any prize payment by Tattersall's to a person surrendering a winning Entry Ticket, prior to a prize payment being made under Rule 11.1, shall discharge any liability Tattersall's has in respect of that winning Entry Ticket, irrespective of whether that Entry Ticket is registered to a particular Tatts Card member or not.
- 11.4 Tattersall's assumes no responsibility or liability for lost or stolen Entry Tickets and under no circumstances shall registration as a Tatts Card member entitle a person to whom a winning Entry Ticket is registered to claim a prize previously paid by Tattersall's.
- 11.5 Tattersall's will not be liable for any errors or omissions in respect of a Player's number selections stored on their Tatts Card and held on Tattersall's computer system. It remains the responsibility of the Player to check that the numbers and/or entry details recorded on Entry Tickets are correct at the time of issue.

### **12 ACCREDITED REPRESENTATIVES**

- 12.1 Accredited Representatives shall:
- (a) make available entries in Powerball for purchase by the public in accordance with these Rules; and
  - (b) pay prizes in Powerball in accordance with these Rules.
- 12.2 Accredited Representatives have no authority to bind Tattersall's by contract or otherwise and Tattersall's shall not be liable for the negligence of Accredited Representatives or acts of Accredited Representatives which extend beyond the scope of these Rules.
- 12.3 Accredited Representatives shall not be responsible for any loss, damage, or expense which may be sustained by the Player by reason of any neglect, omission, delay or failure on the part of Accredited Representatives, their servants, Supplementary Representatives or agents to properly process any entry.
- 12.4 Tattersall's shall not be responsible to any Player for any neglect, omission, delay or failure on the part of Accredited Representatives to process any entry otherwise than in accordance with these Rules.
- 12.5 Supplementary Representatives have no authority to verify the accuracy or completion by a Player of any part of an entry or Entry Coupon. Entry at the premises of a Supplementary Representative does not exempt the Player from being bound by these Rules and a Player utilising a Supplementary Representative to submit an entry shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such entry or prize payments.

### **13 OUTLET SYNDICATES**

- 13.1 Notwithstanding anything contained in these Rules or the provision of terminal produced materials for Outlet Syndicate entries, an Accredited Representative who purchases an Entry Ticket for the purposes of organising an Outlet Syndicate:
- (a) is not acting as an agent of Tattersall's for that purpose;
  - (b) is deemed to be the Player for the purposes of the Act and these Rules;
  - (c) must do so strictly in accordance with the relevant provisions of its accreditation agreement with Tattersall's and make available to its customers conditions of sale governing Outlet Syndicates which shall not be inconsistent with the intent of these Rules and the relevant provisions of the Act; and

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- (d) shall pay prizes to each customer who is entitled to receive a prize in an Outlet Syndicate in accordance with the Outlet Syndicate conditions of sale.
- 13.2 Tattersall's shall not be liable for the payment of any prize to a participant in an Outlet Syndicate other than a prize emanating from a winning Entry Ticket which is payable only to the Accredited Representative as the Player and holder of that Entry Ticket.
- 13.3 Tattersall's shall not be bound by any rule or agreement between an Accredited Representative and any person participating in an Outlet Syndicate.
- 13.4 A person who purchases a share in an Outlet Syndicate shall be bound by the conditions of sale governing that purchase.
- 13.5 For the avoidance of doubt, a share receipt issued to a customer participating in an Outlet Syndicate is not an Entry Ticket for the purposes of these Rules and, except as provided for in the conditions of sale governing that purchase, shall be of no validity for prize payment or any other purpose.

### **14 INTERNET ENTRIES PURCHASED WITH TATTS.COM**

- 14.1 A Player may participate in Powerball via tatts.com's Web Site if the Player's registration with tatts.com is current.
- 14.2 To register with tatts.com a Player must:
  - (a) not be currently registered as a member with tatts.com,
  - (b) be an individual person,
  - (c) be 18 years of age or older,
  - (d) reside in Victoria or a Participating or Overseas Jurisdiction,
  - (e) have an e-mail address, and
  - (f) establish an account with tatts.com whereby the Player is allocated a Member ID and selects a password (both of which must not be revealed to any other person) which are to be used for the purchase of all entries via the Internet with tatts.com.
- 14.3 A Player may deposit funds into the account established with tatts.com by the means advised on the Web Site and will only be permitted to submit entries once tatts.com has received confirmation from the relevant financial institution that funds have been cleared.
- 14.4 tatts.com may suspend or close a Player's account at any time without notice and without giving any reason and the balance of such account shall be remitted to the Player unless tatts.com is required to do otherwise by law.
- 14.5 The Player warrants that all information provided by him or her to tatts.com via the Web Site shall be true and correct and that he or she will immediately notify tatts.com of any change to the information.
- 14.6 By using the Internet to participate in Powerball the Player is making an offer to purchase entries in the particular Draw or Draws of Powerball nominated by the Player, which offer if accepted will constitute a contract made in Victoria and under the laws of that State.
- 14.7 It is the responsibility of a Player to satisfy himself or herself prior to submitting a request for an entry that all the details shown on the relevant page of the Web Site are correct.
- 14.8 Players shall confirm their request for an entry in Powerball in the manner explained on the Web Site.
- 14.9 The request for an entry shall be accepted and confirmed by tatts.com upon allocation by tatts.com of a ticket number which constitutes an acknowledgment of the acceptance of the entry in Powerball and the recording of same on Tattersall's computer system. If a Player does not receive a ticket number in respect of an entry in Powerball, the Player may request, either by telephone or in writing to tatts.com or Tattersall's, and tatts.com or Tattersall's (as the case may be) shall provide, confirmation or otherwise of the acceptance of the entry. Notwithstanding anything contained in this Rule 14, the provisions of Rule 6.6 shall at all times apply for the determination of the acceptance of an entry.
- 14.10 Upon acceptance of the Player's entry in Powerball, the Player will have the option of printing a copy of the details of the entry by following the instructions on the Web Site with such copy showing:
  - (a) the Player's selected numbers and where applicable, the System Entry type;
  - (b) the Draw date and number, or if a Multi-Weeks entry the Draw date and Draw number ranges and the number of weeks to which the entry relates;
  - (c) the date and time of purchase;
  - (d) the Subscription and commission paid;
  - (e) the total ticket cost;
  - (f) the ticket number.Such copy of the entry can only be used as evidence of an entry in Powerball if the details match the full ticket details of the record referred to in Rule 6.6 in relation to such entry.
- 14.11 Each request for an entry in Powerball must be accepted by Tattersall's prior to the Close of Acceptance of Entries

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- 14.12 Upon acceptance of the entry in accordance with Rule 14.9, the Player may only cancel such entry if the Web Site allows such cancellation and only then within 24 hours from the time of acceptance of the entry but prior to the Close of Acceptance of Entries.
- 14.13 Tattersall's shall not be liable for any delay in accepting a request for an entry or for loss of any nature (including loss of a chance) which results from the temporary breakdown of, interruption to, or inability to access the Web Site or any part or functionality of the Web Site for any purpose, or for errors which occur as a result of any failure in the communication links provided by telecommunications carriers or service providers, or between financial institutions and Tattersall's and any other circumstances beyond their reasonable control.
- 14.14 Prizes won by entries submitted via tatts.com will only be payable to the Player registered with tatts.com by crediting the account held by that Player with tatts.com.
- 14.15 A Player will not be able to withdraw funds from his or her account held with tatts.com until tatts.com has been provided with proof of identity, age and place of residence, in the form required by tatts.com.
- 14.16 A Player may block his or her ability to submit entries in Powerball via tatts.com at any time by giving written notice to tatts.com in the manner set out on the Web Site.
- 14.17 The use of the Internet to submit entries by Players may be terminated at any time without notice to Players.
- 14.18 Any reference to Entry Coupons, the marking of Entry Coupons, issuance of Entry Tickets and prize payments made under Rules 3, 4, 6, and 9 are not applicable to entries submitted through tatts.com .
- 14.19 tatts.com may change the information or the format of the information on the Web Site at any time without notice to Players provided such changes are not inconsistent with these Rules.
- 14.20 If the Web Site allows for a Player to request anonymity and the Player does not do so, tatts.com and/or Tattersall's shall be at liberty to publicise any Player's name as a prize winner. If the Web Site does not allow for a Player to request anonymity, tatts.com and Tattersall's shall not publicise any Player's name as a prize winner. Nothing in this Rule shall prevent tatts.com and/or Tattersall's publicising a Player's suburb of residence or the amount of the prize.

## **15 RESELLERS**

- 15.1 A Reseller who purchases entries in Powerball on behalf of its customers:
- (a) is deemed to be the Player for the purposes of the Act and these Rules.
  - (b) must do so in accordance with the terms of its contract with Tattersall's; and
  - (c) must make available to its customers conditions of sale which shall not be inconsistent with the intent of these Rules and the relevant provisions of the Act; and
  - (d) shall forward prize payments to each customer who is entitled to receive a prize in accordance with the conditions of sale.
- 15.2 A person who purchases an entry in Powerball via a Reseller must do so in the manner specified by the Reseller at the point of purchase and shall thereafter be bound by the conditions of sale governing that purchase.
- 15.3 Any prize emanating from an entry purchased by a Reseller shall be payable by Tattersall's only to the Reseller as the Player and holder of that prize winning entry. Payment of such prizes by Tattersall's to the Reseller acts as a release and discharge in favour of Tattersall's from all liability in respect of such winning entries and all actions, suits, causes of actions, claims, demands and costs whatsoever (whether at common law, in equity or under any statute) past present and future which the Reseller or its customers or any other person may have against Tattersall's in respect of such winning entries and the prizes emanating therefrom.

## **16 PUBLICATION OF RESULTS**

- 16.1 Tattersall's will publicise the results of each Draw as soon as practicable after each Draw. Any failure on the part of Tattersall's to publicise as aforesaid shall not give rise to any claim for compensation on the part of a Player.
- 16.2 Tattersall's shall not be bound by:
- (a) any error contained in a publication, whether typographical, printing or otherwise, on which a Player evaluates an Entry Ticket or bases a claim for a prize; or
  - (b) any publication or announcement of the number of Division One winners or the amount of the Division One prizes, if such publication is made before the end of the Claim Period or the amount to be paid in prizes is finalised,
- and the occurrence of a) or b) shall not give rise to a claim for compensation on the part of a Player.