
The Honourable Marlene Kairouz MP, Minister for
Consumer Affairs, Gaming and Liquor Regulation
for and on behalf of the Crown in Right of the State
of Victoria

Tattersall's Sweeps Pty Ltd

Public Lottery Licence – *Gambling Regulation Act 2003 (Vic)*

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Date 1 June 2017

Parties

The Honourable Marlene Kairouz MP, Minister for Consumer Affairs, Gaming and Liquor Regulation for and on behalf of the Crown in Right of the State of Victoria of Level 26, 121 Exhibition Street, Melbourne, Victoria 3000

Tattersall's Sweeps Pty Ltd ABN 99 081 925 662 of Level 1, 411 Collins Street, Melbourne, Victoria 3000 (**Licensee**)

Background

- A Under Part 3 of Chapter 5 of the Act, the Minister may issue a licence to Conduct Authorised Public Lotteries in the State of Victoria.
 - B The Minister has called for the registration of interest in the issue of such a licence, and has subsequently invited short-listed registrants to apply for a licence to Conduct Authorised Public Lotteries.
 - C Following the Minister's consideration of the licence applications, the Minister has determined under section 5.3.5 of the Act to grant the application for a Public Lottery Licence made by the Licensee and to issue this Licence accordingly.
 - D Under section 5.3.7A of the Act, the Minister may refuse to issue a licence unless the applicant enters into one or more agreements with the Minister dealing with matters ancillary to the licence. Accordingly, the Minister and the Licensee have entered into the Agreement.
 - E Under section 5.3.7 of the Act, the Minister may impose any conditions the Minister thinks fit on a Public Lottery Licence. Accordingly, the Minister grants the Licensee a licence to Conduct Authorised Public Lotteries in the State of Victoria, subject to the following conditions.
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Agreed terms

1 Definitions

1.1 Definitions

Words not otherwise defined in this Licence have the same meaning as in the Act, except where a contrary intention appears.

Act means the *Gambling Regulation Act 2003 (Vic)*.

AFL Footy Tipping Competition has the meaning given in section 1.3(1) of the Act.

Agent means a person appointed as an agent of the Licensee to assist the Licensee in the Conduct of Authorised Public Lotteries in accordance with section 5.3.15A of the Act, but does not include a Distributor.

Agreement means the ancillary agreement entered into between the Minister and the Licensee, on or about the date of this Licence, in accordance with section 5.3.7A of the Act, and appended at **Schedule 2**, including any schedule or annexure to the agreement.

Agreements means any agreement entered into between the Minister and the Licensee in accordance with sections 5.3.7A or 5.3.7D of the Act, including the Agreement.

Appointed Subsidiary has the meaning given in section 5.1.2 of the Act.

Assistant Operator means the Agent appointed by the Licensee in accordance with clause 22 of the Agreement.

Authorised Public Lottery means each Public Lottery that the Minister has authorised the Licensee to Conduct under this Licence, as specified in **Annexure A**.

Bloc Agreements means an arrangement (whether interstate or international, and whether it is an agreement, arrangement or understanding) between the Licensee, or an Appointed Subsidiary, and a licensee(s) or operator(s) of another lottery or lotteries, to conduct an Authorised Public Lottery or Lotteries as an identical lottery or lotteries and to create a common prize pool.

Broadcasting Service mean a broadcasting service (which has the meaning given in the *Broadcasting Services Act 1992* (Cth)) provided in Australia.

Business Day means a day that is not a Saturday, Sunday or any other day that is a public holiday or a bank holiday in the State of Victoria.

Commission means the Victorian Gambling and Casino Control Commission established under Part 2 of the *Victorian Gambling and Casino Control Commission Act 2011* (Vic) (or any successor body) or a Commissioner.

Commissioner has the meaning given in section 1.3(1) of the Act.

Conditions means each of the terms set out in this Licence.

Conduct in relation to an Authorised Public Lottery includes the doing of all things necessary to conduct and operate that Authorised Public Lottery in the State of Victoria, which includes:

- (a) organising, managing or supervising the Authorised Public Lottery;
- (b) distributing prizes offered in the Authorised Public Lottery;
- (c) promoting and facilitating participation in the Authorised Public Lottery, including selling tickets or entries (directly or indirectly through Distributors) in an Authorised Public Lottery;
- (d) using a document, device, piece of equipment, system or other thing for the purposes of enabling the Authorised Public Lottery;
- (e) operating a Random Number Generator, carrying out a draw of numbered balls or other things or arranging for an Authorised Public Lottery to be connected

directly or indirectly to an event that, in accordance with the Lottery Rules, will determine the winning tickets or entries in the Authorised Public Lottery; and

- (f) manufacturing or arranging for the manufacture of tickets or entries in an Authorised Public Lottery (including Instant Lottery tickets).

Content Service means a content service (which has the meaning given in the *Telecommunications Act 1997* (Cth)) provided using a Listed Carriage Service.

Contractor means a person engaged on contract to assist the Licensee in the Conduct of Authorised Public Lotteries in accordance with section 5.3.15A of the Act, but does not include an Agent or a Distributor.

Datacasting Service means a datacasting service (which has the meaning given in the *Broadcasting Services Act 1992* (Cth)) that is provided under a Datacasting Licence (which has the meaning given in the *Broadcasting Services Act 1992* (Cth)).

Distributor means any person appointed or engaged by the Licensee to accept from a Player an entry or payment for an entry to an Authorised Public Lottery.

Extended Term has the meaning given in **clause 2.2(b)** of this Licence.

Government Agency means the State, the Commonwealth of Australia or any government, semi-governmental, judicial, municipal, statutory, public or administrative entity, agency or authority and includes a Minister of the Crown (in any right), a statutory corporation, a State-owned corporation, a self regulatory authority established under statute or a stock exchange (wherever created or located).

GST has the meaning given by the GST Law.

GST Law has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Implementation Plan means the plan to be developed by the Licensee in accordance with clause 5 of the Agreement.

Instant Lottery means a Public Lottery where the result, prize and winning ticket or entry are not determined by an independent or separate draw or event held or occurring some time after the purchase of a ticket or entry in the Public Lottery.

Interactive Distribution Methods means any of the following:

- (a) an Internet Carriage Service;
- (b) any other Listed Carriage Service;
- (c) a Broadcasting Service;
- (d) any other Content Service; or
- (e) a Datacasting Service.

Internet Carriage Service means a Listed Carriage Service that enables end users to access the internet.

Law means:

- (a) principles of law or equity established by decisions of courts;

- (b) statutes, regulations, by-laws or other subordinate instruments of a Government Agency;
- (c) the Constitution of the Commonwealth;
- (d) binding requirements and mandatory approvals (including conditions) of a Government Agency which have the force of law; and
- (e) guidelines of a Government Agency which have the force of law.

Licence means this document, which is a licence to Conduct Authorised Public Lotteries on the Conditions set out in this document and in accordance with the Act.

Licence Commencement Date means the date specified in **clause 2.2** of this Licence.

Licence Issue Date means the date specified in **clause 2.1** of this Licence.

Licensee means the entity to which this Licence is issued as specified in **clause 2.1** of this Licence.

Listed Carriage Service has the meaning given in the *Telecommunications Act 1997* (Cth).

Lottery Rules has the meaning given in section 5.1.2 of the Act.

Material Agent or Contractor means those Agents or Contractors as determined by the Minister, which may include Agents or Contractors retained by the Licensee to provide products or services required for the Conduct of Authorised Public Lotteries.

Minister means the responsible Minister of the Crown for the time being administering Chapter 5 of the Act.

Original Term has the meaning given in **clause 2.2(a)** of this Licence.

Player means a person who enters an Authorised Public Lottery.

Premium Payment means the amounts payable under section 5.3.9 of the Act as specified in **clauses 3(b)** and **3(c)** of this Licence.

Preparatory Action has the meaning given in section 5.3.8A of the Act.

Public Lottery has the meaning given in section 5.1.2 of the Act.

Public Lottery Licence means a public lottery licence issued under Division 2 of Part 3 of Chapter 5 of the Act.

Random Number Generator has the meaning given in section 1.3(1) of the Act.

Regulations means any regulations made under the Act.

Reseller has the same meaning set out in the Lottery Rules.

Responsible Gambling Code of Conduct has the meaning given in section 1.3(1) of the Act.

State means the Crown in right of the State of Victoria.

Term means the Original Term and the Extended Term.

Treasurer means the treasurer for the State of Victoria.

Tripartite Deed means the tripartite deed referred to in **clause 8.2(b)** of this Licence to be entered into by the Minister, the Licensee and a Material Agent or Contractor, which may relate to the State's rights under this Licence and the Agreements and the obligations of any Material Agent or Contractor (including to cooperate with any Assistant Operator or Temporary Licensee).

1.2 Interpretation

- (a) A provision of this Licence must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Licence or the inclusion of the provision in this Licence.
- (b) If an act falls to be done on a day which is not a Business Day, it must (except where an act is expressly required to be performed on a day that is not a Business Day) be done instead on or before the next Business Day.
- (c) In this Licence, headings and background are for convenience only and do not affect interpretation. Except to the extent that the context otherwise requires or except as expressly stated otherwise:
 - (i) references to this Licence include references to all the schedules and annexures in this Licence;
 - (ii) references to parties, clauses, paragraphs, schedules, or annexures in this Licence are references to parties, clauses, paragraphs, schedules and annexures of and to this Licence;
 - (iii) references to any document or agreement (including, this Licence) include reference to such document or agreement as amended, novated, replaced or supplemented from time to time;
 - (iv) references to any statute, regulation, by-law or guideline or to any provision of any statute, regulation, by-law or guideline include any modification or re-enactment of, or any provision substituted for, and (in the case of a statute) all statutory and subordinate instruments issued under, such statute, regulation, by-law or guideline or such provision;
 - (v) words in the singular include the plural and vice versa;
 - (vi) words denoting individuals or persons includes a corporation, partnership, joint venture, unincorporated association and a government or statutory body or authority;
 - (vii) words denoting any gender includes all genders;
 - (viii) "writing" and cognate expressions include all means of reproducing words in tangible and permanently visible form;
 - (ix) where any word or phrase is defined, its other grammatical forms have corresponding meanings;
 - (x) "\$" or "dollars" is a reference to the lawful currency of Australia;
 - (xi) the terms "including" and "include" mean "including" or "include" (as applicable) without limitation;

- (xii) where an obligation or liability is imposed on the Licensee under this Licence, that obligation or liability is not to be limited or affected by an obligation or liability imposed in another provision of this Licence unless otherwise expressly stated;
- (xiii) where a right or remedy is conferred on the Minister or Commission under this Licence, that right or remedy is in addition to, and not in substitution of, any other right or remedy conferred on the Minister or Commission under the Act, the Regulations or this Licence or otherwise according to Law;
- (xiv) the term “may” when used in the context of the power or right exercisable by the Minister or Commission means that the Minister or Commission (as applicable) can exercise that right or power in his or her or its absolute and unfettered discretion and the Minister or Commission (as applicable) has no obligation to the Licensee to do so;
- (xv) where in this Licence the Minister or Commission may (or it is otherwise contemplated that the Minister or Commission can) give approval or must either give approval or do something else, the Minister or Commission (as applicable) has an absolute and unfettered discretion as to whether he or she or it gives that approval and the Minister or Commission (as applicable) has no obligation to the Licensee to do so; and
- (xvi) a reference to “suspend” means suspend or otherwise cease to perform.

2 Licence

2.1 Issue of Licence

Under sections 5.3.2 and 5.3.6 of the Act, the Minister issues this Licence on 1 June 2017 (**Licence Issue Date**) to Tattersall’s Sweeps Pty Ltd ABN 99 081 925 662 (**Licensee**) of Level 1, 411 Collins Street, Melbourne, Victoria 3000, authorising the Licensee to Conduct Authorised Public Lotteries in accordance with the Act, any Regulations and the Conditions set out in this Licence.

2.2 Term of Licence

This Licence will operate from:

- (a) 12.00 am on 1 July 2018 (**Licence Commencement Date**) until 11.59 pm on 30 June 2028 (**Original Term**); and
- (b) from expiry of the Original Term until 11:59pm on 30 June 2068 unless this Licence is surrendered or cancelled earlier in accordance with the Act (**Extended Term**).

2.3 Dealing with Licence

This Licence cannot be transferred, assigned, sub-licensed, novated, amended, or surrendered except in accordance with the Act, any Regulations and the Conditions set out in this Licence.

2.4 Conduct of Licensee

The Licensee must at all times act reasonably and in good faith in its dealings with the State (including, for the avoidance of doubt, the Minister and the Commission) in connection with this Licence.

3 Premium Payment

- (a) As consideration for this Licence, the Licensee will pay the Premium Payment to the Minister as set out in this **clause 3**.
- (b) In accordance with sections 5.3.9(1) and (2) of the Act, the Minister has determined the Premium Payment for the Original Term to be a single payment of \$120 million, payable to the State on the Licence Commencement Date.
- (c) In accordance with section 5.3.9(2A) of the Act, the Minister has determined the Premium Payment for the Extended Term to be:
 - (i) \$250 million, payable to the State on 3 July 2026; and
 - (ii) \$895 million, payable to the State on 1 October 2026.
- (d) The Licensee must pay the State the Premium Payment determined and required under, and by the dates specified under, **clauses 3(b) and 3(c)** of this Licence.
- (e) The Licensee is not entitled to apply for or receive a refund of all or part of the Premium Payment if the Minister amends, suspends or cancels this Licence in accordance with the Act.

4 Authorised Public Lotteries

4.1 Conduct of Authorised Public Lotteries

- (a) The Licensee is authorised to Conduct the Authorised Public Lotteries.
- (b) The Licensee must Conduct each of the Authorised Public Lotteries on and from the Licence Commencement Date (or as agreed with the Minister and specified in this Licence) and throughout the Term.
- (c) The Licensee must Conduct the Authorised Public Lotteries during the Term in accordance with the:
 - (i) Act and Regulations;
 - (ii) Conditions of this Licence;
 - (iii) specific conditions for each Authorised Public Lottery set out in **Annexure A**;
 - (iv) terms of the Agreements;
 - (v) Licensee's Responsible Gambling Code of Conduct; and
 - (vi) Lottery Rules in force under the Act applicable to each Authorised Public Lottery.

- (d) The Authorised Public Lotteries, other than Instant Lotteries, can only be distributed:
 - (i) at retail outlets; or
 - (ii) via the Licensee's Interactive Distribution Methods; or
 - (iii) by Resellers.
- (e) Other than to deliver a lottery ticket for an entry in an Authorised Public Lottery purchased at a retail outlet, Authorised Public Lotteries cannot be distributed through short messaging service (SMS) technology. Instant Lotteries can only be distributed at retail outlets.
- (f) All tickets or other forms of entry to Authorised Public Lotteries must clearly show the name of the Licensee as the person responsible for the Conduct of Authorised Public Lotteries.
- (g) The Licensee must use best endeavours to ensure (including by imposing, and taking all reasonable action to enforce, an obligation on its Distributors to ensure) that where retail outlets that are supermarkets or hypermarkets distribute Authorised Public Lotteries, those supermarkets or hypermarkets only distribute the Authorised Public Lotteries from a location in the supermarket or hypermarket where other products that cannot be purchased by minors (for example, cigarettes and alcohol) are sold.
- (h) The Licensee must use best endeavours to ensure that a resident of the State of Victoria who purchases a ticket or entry into a public lottery via an Interactive Distribution Method (other than an Interactive Distribution Method operated by a Reseller) does so through an Interactive Distribution Method operated by the Licensee for the purpose of distributing Authorised Public Lotteries and is neither encouraged nor directed to:
 - (i) the Licensee's Interactive Distribution Methods for lottery products in another jurisdiction; or
 - (ii) use the lottery products offered or provided by persons in another jurisdiction.

4.2 Changing Authorised Lotteries

- (a) Subject to the Minister's ability to amend this Licence as part of any disciplinary action under Division 5 of Part 3 of Chapter 5 of the Act, an Authorised Public Lottery may only be varied, added to or removed from this Licence by amending this Licence in accordance with the requirements under Division 4 of Part 3 of Chapter 5 of the Act.
- (b) In determining the Premium Payment for the Extended Term, the Minister has taken into consideration the potential value of variations to the Authorised Public Lotteries during the Extended Term, and the Minister intends that no additional premium be payable by the Licensee under section 5.3.19(3) of the Act for amendments to this Licence that vary the Authorised Public Lotteries (including by the inclusion of additional Authorised Public Lotteries) during the Extended Term.

- (c) If the Licensee reasonably believes that the Conduct of an Authorised Public Lottery is no longer commercially viable for the Licensee, then in accordance with the requirements under Division 4 of Part 3 of Chapter 5 of the Act, the Licensee may request that the Minister exercise his or her discretion to amend this Licence and remove that Authorised Public Lottery from the list of Authorised Public Lotteries in **Annexure A**.
- (d) Amending this Licence by removing an Authorised Public Lottery from **Annexure A**, in response to a request from the Licensee under section 5.3.16 of the Act and in accordance with **clause 4.2(c)**, does not constitute a waiver by the Minister of the Licensee's obligations to pay to the State all Premium Payment amounts as and when they fall due under **clause 3**.

5 Scope of the Licence

5.1 Number of Licences

This Licence is a Public Lottery Licence to Conduct the Authorised Public Lotteries. This is the only Public Lottery Licence that will be in effect during the Term.

5.2 Exception to Number of Licences

Despite **clause 5.1** and any clauses to the contrary, the Minister may:

- (a) issue another Public Lottery Licence prior to the end of the Term of this Licence authorising the proposed new licensee to take Preparatory Action to assist the transition-in of the proposed new licensee; or
- (b) grant additional Public Lottery Licences:
 - (i) for the conduct of an AFL Footy Tipping Competition; or
 - (ii) in the form of a temporary public lottery licence pursuant to section 5.3.27 of the Act.

6 Compliance

6.1 Compliance with the Act and this Licence

The Licensee must comply with the Act, the Regulations and all other applicable laws and regulations and must comply with the Conditions set out in this Licence.

6.2 Compliance with the Agreement

- (a) The Licensee must comply with the Agreement and must comply with all provisions of the Agreements.
- (b) Except as set out in the Agreement (including, for the avoidance of doubt, clause 29.10(a) of the Agreement), a breach of any provision of the Agreement by the Licensee is deemed to be a breach of this Licence by the Licensee.

6.3 Compliance with directions of the Minister or the Commission

The Licensee must promptly observe and comply with any lawful direction given by either the Minister or the Commission.

6.4 Preparatory Action

- (a) In accordance with section 5.3.8A of the Act, the Licensee is authorised to undertake the Preparatory Action set out in **Schedule 1** from the date specified in that schedule notwithstanding that such activity occurs before the Licence Commencement Date.
- (b) On and from the Licence Issue Date, the Licensee must undertake the Preparatory Action and must have completed the Preparatory Action set out in **Schedule 1** by the date specified in that schedule.

6.5 Physical Place of Business

- (a) The Licensee must maintain a physical place of business in Victoria throughout the Term.
- (b) The Licensee must advise the Commission, in writing, of any change of address of the physical place of business at least 10 Business Days before any such change.

6.6 Intellectual Property

The State by issuing this Licence does not confer any intellectual property rights on the Licensee or any other person.

7 Consumer Protection

7.1 No influence on external events

If an Authorised Public Lottery is determined by reference to any event, the Licensee must not, and must require and use its best endeavours to ensure that its Distributors and any of their related entities (as defined in the *Corporations Act 2001* (Cth)) do not have an influence (whether directly or indirectly) on the outcome of that event.

7.2 Licensee and Distributors must not provide credit

- (a) The Licensee must not, and must require and use its best endeavours to ensure that a Distributor does not, provide any credit to a Player (whether directly or indirectly), including where the Licensee or Distributor accepts an entry to an Authorised Public Lottery from a Player but has not received full payment in respect of the entry.
- (b) For the avoidance of doubt, this **clause 7.2** does not relate to the use of credit cards.

8 Agents and Contractors

8.1 Appointment of Agents and Contractors

- (a) The Licensee is authorised to appoint Agents and engage Contractors to assist in the Conduct of Authorised Public Lotteries, but is not authorised to engage or appoint an Agent or Contractor to undertake activities which in the Minister's or Commission's opinion:
 - (i) mean that the Agent or Contractor rather than the Licensee is effectively Conducting Authorised Public Lotteries; or

- (ii) jeopardise the integrity, probity or Conduct of Authorised Public Lotteries.
- (b) Anything an Agent or Contractor does or fails to do, in acting for or on behalf of the Licensee or in assisting the Licensee in the Conduct of Authorised Public Lotteries, which would be a breach of this Licence if done or failed to be done by the Licensee, constitutes a breach of this Licence by the Licensee.
- (c) For the avoidance of doubt, an Assistant Operator appointed by the Licensee as an Agent of the Licensee under the Agreement is authorised to do anything an Agent may lawfully do under the Act, in accordance with the Agreement, notwithstanding **clause 8.1(a)** of this Licence.

8.2 Tripartite Deed

- (a) As soon as practicable after a request by the Minister and at least on each anniversary of the Licence Commencement Date, the Licensee must provide the Minister with a list of each Agent or Contractor engaged or to be engaged by the Licensee from time to time.
- (b) Upon request from the Minister, the Licensee must procure all Material Agents or Contractors to enter into a Tripartite Deed with the Minister and the Licensee in a form approved by the Minister.
- (c) If, after making reasonable attempts to do so, the Licensee cannot procure entry into a Tripartite Deed by a Material Agent or Contractor as required under **clause 8.2(b)** of this Licence, the Minister, upon request from the Licensee, may (in his or her absolute discretion) release the Licensee from its obligation in **clause 8.2(b)** of this Licence.
- (d) The Licensee must, from time to time and upon request from the Minister in accordance with **clauses 8.2(a), (b) and (c)** of this Licence, deliver copies of any Tripartite Deed executed by all parties other than the Minister in a form acceptable to the Minister.

9 Appointed Subsidiary and others

9.1 Application of Licence to Appointed Subsidiary

- (a) The Licensee must not appoint a company as an Appointed Subsidiary unless that company has entered into an agreement with the State acknowledging the application of the relevant provisions of this Licence and the Agreement to that company, and containing other provisions as may be specified by the Minister.
- (b) The Licensee is deemed to have breached this Licence and the Agreement if any Appointed Subsidiary breaches this Licence or the Agreement, respectively, by not complying with the conditions of this Licence, or not complying with the provisions of the Agreement, that apply to the Appointed Subsidiary, as acknowledged by the Appointed Subsidiary in accordance with **clause 9.1**.
- (c) The Licensee remains primarily liable for any actions or omissions of an Appointed Subsidiary.

9.2 Conduct of Authorised Public Lotteries by other parties

- (a) This Licence does not authorise the Licensee to engage any other person, apart from an Appointed Subsidiary, to Conduct an Authorised Public Lottery on behalf of the Licensee.
- (b) The Licensee must ensure that a company ceases to Conduct an Authorised Public Lottery if that company ceases to be an Appointed Subsidiary of the Licensee.
- (c) This **clause 9.2** does not preclude the Licensee from being or becoming a party to a Bloc Agreement in respect of an Authorised Public Lottery and another party to that Bloc Agreement undertaking the activities described in paragraph (e) of the definition of Conduct in this Licence in respect of that Authorised Public Lottery.

10 Distribution of Authorised Public Lotteries

10.1 Distribution arrangements

- (a) All arrangements the Licensee proposes to enter into with a Distributor must include, as a condition of that arrangement:
 - (i) an obligation to comply with, and to include as a schedule or annexure to that arrangement, the dispute resolution process as set out in **Schedule 3** to this Licence.
 - (ii) an obligation that the Licensee will act in good faith in relation to Distributors.
- (b) The Licensee must undertake Preparatory Action and Conduct Authorised Public Lotteries in a fair and reasonable manner, including when dealing with Distributors and potential Distributors. The Licensee will not breach this obligation if the Licensee, in a fair and reasonable manner, seeks to incorporate and enforce obligations in its arrangements with Distributors in accordance with an express obligation to do so under this Licence or the Agreement.
- (c) The Licensee must promptly provide to the Minister, upon the Minister's written request, an executed copy of any document that constitutes any arrangement with Distributors in connection with the Conduct of an Authorised Public Lottery.
- (d) The Licensee must not require a Distributor to encourage or direct any person who purchases a ticket or other form of entry into an Authorised Public Lottery to do so through the Licensee's Interactive Distribution Methods (as against any other lawful means of distribution).
- (e) **Clause 10.1(d)** does not prevent the Licensee from requiring a Distributor to display advertising that includes the address or means of accessing the Licensee's Interactive Distribution Methods.

10.2 Commissions to Distributors

- (a) The amount of commission or other remuneration paid or payable by a Player in respect of each entry into an Authorised Public Lottery, including through an

Interactive Distribution Method, must not exceed the limit approved by the Minister from time to time (after consultation with the Licensee).

- (b) The Licensee must comply with the commission review mechanism set out in **Schedule 4** to this Licence.

11 Bloc Agreements

The Licensee must, upon written request by the Minister, promptly provide the Minister with an executed copy of all documents that constitute a, or any part of a, Bloc Agreement, to which the Licensee is a party (or to which it becomes a party), including any amendments to those Bloc Agreements.

12 General

12.1 The Act prevails

- (a) In the interpretation of this Licence, to the extent that there is any inconsistency between this Licence, the Act and the Agreements, then the following descending order of precedence will apply:
 - (i) the Act and any Regulations;
 - (ii) any directions given under the Act;
 - (iii) this Licence;
 - (iv) the Agreement;
 - (v) the Agreements (other than the Agreement); and
 - (vi) any standards made under the Act.
- (b) This Licence will be interpreted and constructed to the greatest extent possible to protect its validity under the Act.

12.2 Severability

If anything in this Licence or the Agreements is unenforceable, illegal or void, then it is severed to the extent necessary to give this Licence full force and effect and the remainder of this Licence or the Agreements (as applicable) remains in full force and effect.

12.3 Surviving provisions

- (a) All clauses that by their nature survive expiration or termination of this Licence (which includes **clause 3**) will remain in full force.
- (b) Any rights or obligations accrued prior to the expiration or termination of this Licence survive the expiration or termination of this Licence.

Issued by the Honourable Marlene Kairouz MP,
Minister for Consumer Affairs, Gaming and Liquor
Regulation for and on behalf of the Crown in the
right of the State of Victoria

.....
Signature of Witness

.....
Signature of the Minister

.....
Name of Witness
(BLOCK LETTERS)

.....
Signature of Witness

.....
Signature of the Minister

.....
Name of Witness
(BLOCK LETTERS)

Schedule 1 - Preparatory Action

This Licence authorises the Licensee to undertake the following Preparatory Action:

- 1 developing, testing and establishing a Lottery System;
- 2 developing operating procedures and manuals for operation of a Lottery System and Public Lottery equipment, and provision of these to outlets;
- 3 developing rules for Authorised Public Lotteries and provision of rules to outlets;
- 4 preparing to undertake all services in respect of the operation of Authorised Public Lotteries, including:
 - (a) preparing to conduct all draws;
 - (b) arranging for the publication of results by an appropriate means, including arranging for the publication of the results for prior draws;
 - (c) managing all prize money reserves;
 - (d) managing unclaimed prize moneys;
 - (e) arranging for payments to the State, including the payment of all taxes, duties and other amounts payable to the Treasurer; and
 - (f) arranging any other services reasonably necessary for the Conduct of Authorised Public Lotteries;
- 5 training staff in accordance with developed operating procedures and manuals and the Licensee's Responsible Gambling Code of Conduct;
- 6 establishing data lines for supply or receiving of signals for Authorised Public Lotteries and establishing communication data lines to outlets;
- 7 developing telephone help-desk facilities, in relation to the Conduct of Authorised Public Lotteries;
- 8 developing promotions and advertising of Authorised Public Lotteries;
- 9 establishing required bank accounts;
- 10 installing Public Lottery equipment at outlets;
- 11 developing intellectual property;
- 12 developing and distributing to outlets of all necessary consumables (including, without limitation, entry coupons, printer paper, roles and printer ribbons) for the operation of Public Lottery equipment and sale of tickets in Authorised Public Lotteries;
- 13 obtaining all necessary approvals (including, without limitation, approval of a Lottery System);
- 14 developing appropriate regulatory and compliance processes and procedures;
- 15 appointing Agents and engaging Contractors who will assist in the Conduct of Authorised Public Lotteries;
- 16 entering into arrangements with Distributors with respect to the distribution of Authorised Public Lotteries; and

17 any other Preparatory Action specified in the Implementation Plan to be developed by the Licensee in accordance with the Agreement.

This Licence authorises the Licensee to undertake the Preparatory Action from the Licence Issue Date.

The Licensee must have completed the Preparatory Action by the Licence Commencement Date.

Schedule 2 - Agreement

The Agreement is as set out in the *Public Lottery Licence Ancillary Agreement - Amendment and Restatement Deed*

Schedule 3 - Dispute Resolution Process

1 Dispute Resolution

1.1 Disputes

If a dispute between the Licensee and a Distributor arises out of, or relates to, or is in connection with the distribution arrangements entered into by the Licensee and a Distributor regarding the Conduct of Public Lotteries (**Dispute**), then either party may, at its election:

- (a) take action under the Licensee's complaint handling procedure as set out in **clauses 1.2 to 1.7** below; or
- (b) take action in accordance with the procedure set out Division 3 of Part 4 (**Resolving Disputes**) of the Franchising Code of Conduct as prescribed under the *Competition and Consumer Act 2010* (Cth) (**Code**).

It is the Licensee's intention to ordinarily deal with a Dispute pursuant to the Licensee's complaint handling procedure as set out in clause 1.2 to 1.7 in the first instance unless the nature of the Dispute is such that the Licensee forms the view, acting reasonably, that the Dispute is unlikely to be resolved via the complaint handling procedure or if otherwise required by law.

The Distributor may elect, at its absolute discretion, whether it wishes to take action regarding the Dispute under the Licensee's complaint handling procedure or to otherwise proceed straight to taking action in accordance with the Resolving Disputes procedure as prescribed under the Code.

1.2 Complaint Handling Procedure

- (a) If the Licensee or Distributor elects to take action regarding the Dispute under the Licensee's complaint handling procedure (**Complainant**), then either party may notify in writing the other party to the Dispute of the nature and extent of the Dispute which must include, at a minimum, the following details:
 - (i) the nature of the Dispute;
 - (ii) what outcome the Complainant wants; and
 - (iii) what action the Complainant reasonably believes will settle the Dispute,

(Dispute Notice).

The Dispute Notice must be delivered and will be taken to be received in accordance with the notice provisions set out in the contractual arrangements entered into by the Licensee and a Distributor regarding the Conduct of Public Lotteries.

- (b) Within 10 Business Days of a Dispute Notice being given (or such other time as the parties agree), the Distributor (and/or the Distributor's nominated representative) and the Licensee's nominated representative (each of whom must be authorised to settle the Dispute) will meet to negotiate in good faith to resolve the Dispute expeditiously (i.e. in a timely and efficient manner) by negotiation or such other means as they may mutually agree and having regard to the Dispute Notice and to the size and nature of the Distributor's business.

The parties must agree the time, place and method (e.g. face-to-face or via telephone) for the meeting, or in the absence of agreement between the parties the location of the meeting will be at a place central between the Licensee's office and the Distributor's outlet.

The parties must be prepared to offer a solution which it reasonably believes will settle the Dispute.

- (c) If the parties' representatives are not able to resolve the Dispute:

- (i) within 5 Business Days of meeting; or
- (ii) by such other date as the parties agree,

the matter will, at the Complainant's election, and having regard to the size and nature of the Distributor's business, either be referred:

- (i) to the Authorised Representative appointed by the Licensee's Head of Retail who will meet with the Distributor (and/or the Distributor's nominated representative) at a mutually agreeable location (in the absence of agreement at a location central to Licensee's office and the Distributor's outlet) to discuss all issues that either party have and use reasonable endeavours to negotiate a resolution to the Dispute, in a timely and efficient manner, and having regard to the content of the Dispute Notice and to the size and nature of the Distributor's business.

The parties must be prepared to offer a solution which it reasonably believes will settle the Dispute. If the parties are:

- (A) able to agree a solution then such solution will be documented at the time of the meeting and signed by each party and thereafter implemented as soon as practicable and in accordance with this timeframe set out in the agreed solution; or
 - (B) unable to agree a solution then the remaining issues of dispute will be documented and signed by each party and used as the basis of the matters outstanding between the parties going forward and to be dealt with at mediation or handling under the Code, as relevant, as set out below;
- (ii) to a mediator in accordance with the procedure set out below; or

(iii) to be handled under the Resolving Disputes procedure as prescribed under the Code.

If the Complainant elects to have the Dispute dealt with by a mediator, or if the Licensee's Authorised Representative and the Distributor are not able to resolve the Dispute:

(i) within 5 Business Days of meeting; or

(ii) by such other date as the parties agree,

either party may refer the matter to a mediator agreed by the parties, and if the parties cannot agree about who the mediator should be within 5 Business Days of a party advising in writing that they wish to refer the matter to mediation, either party may ask the mediation advisor appointed under Code to appoint a mediator.

If the Distributor is not a franchisee as defined by the Code, and if the parties cannot agree about who the mediator should be within 5 Business Days of a party advising in writing that they wish to refer the matter to mediation, the parties must procure that a mediator is promptly appointed by the President of the Law Institute of Victoria to conduct the mediation of the Dispute.

It should be noted that the Licensee cannot envisage any situation where a Distributor will not be a franchisee of the Licensee as defined in the Code.

- (d) The terms on which the mediation is conducted and the procedure for the mediation will, unless otherwise agreed by the parties in writing:
- (i) in the case of a mediator appointed by the parties, be on the terms of the standard mediation agreement approved by the Law Institute of Victoria, or (if no such agreement exists) on such terms as the mediator may require; and
 - (ii) in the case of a mediator appointed by the mediation advisor, be those prescribed by the mediator.
- (e) The role of the mediator is to assist in negotiating a resolution of the Dispute and a mediator may not make a decision that is binding on a party unless the parties have so agreed in writing.

The parties acknowledge and agree that any documents prepared solely for the mediation or anything said by either party's representative during the mediation will remain confidential between the parties and without prejudice to the rights of the parties in any arbitration or other legal proceedings subsequently brought in connection with the Dispute or otherwise.

- (f) If the parties cannot agree with the mediator or the time and place for mediation, the mediator may, acting reasonably and having regard to the location of each of the parties, decide the time and place in Victoria for mediation and the parties must:

- (i) ensure that they or their duly authorised representatives attend the mediation;
 - (ii) ensure that their duly authorised representatives have authority to enter into an agreement to settle the Dispute on their behalf; and
 - (iii) instruct their representatives to use all reasonable endeavours to try to resolve the Dispute at the mediation within 20 Business Days after the appointment of the mediator.
- (g) If, at least 20 Business Days have elapsed after the appointment of the mediator (or such other date as the parties and the mediator agree), and the Dispute remains unresolved, either party may ask the mediator to terminate the mediation and either party may, if it elects and without further notice to the other party, submit the matter for arbitration.

1.3 Arbitration

The parties must first attempt to settle any Dispute either via the Licensee's complaint handling procedure or the Resolving Disputes procedure set out in the Code prior to commencing arbitration.

Any Dispute which a party submits for arbitration shall be submitted for arbitration in Melbourne for determination under the provisions of the *Commercial Arbitration Act 2011* (Vic) (as amended from time to time).

The parties must use their reasonable endeavours to:

- (a) agree within 3 Business Days upon a person with appropriate skills, having regard to the nature of the Dispute, to act as arbitrator; or
- (b) failing agreement, procure that an arbitrator is promptly appointed by the President of the Law Institute of Victoria;
- (c) conduct the arbitration as soon as is reasonably practicable after the appointment of the arbitrator, subject to the availability of such arbitrator and in accordance with the reasonable timelines set by the arbitrator for the various steps which will be necessary leading up to the arbitration.

The award made by the arbitrator shall be final and binding on the parties except in the case of manifest error or fraud.

The arbitration will be confidential and held in closed session and the existence and any information or documents relating to the arbitration will be deemed to be confidential.

1.4 Costs of dispute resolution

- (a) Unless otherwise agreed or determined or as set out below, the Licensee must bear all reasonable costs in connection with the dispute resolution procedures.

For the avoidance of doubt, any Distributor that is a small business (being a business with less than 20 employees) (**Small Business**) will not be required to incur any cost associated with the conduct of the dispute resolution process.

- (b) The Licensee will not be responsible for the following costs:
- (i) any of a Distributor's costs with respect to the dispute resolution process, including travel, mediation and other legal costs, where the Distributor is not a Small Business;
 - (ii) a Distributor's legal or industry representation and advice with respect to the dispute resolution process;
 - (iii) any financial loss incurred by a Distributor as a result of participating in the dispute resolution process;
 - (iv) incidental expenses incurred by a Distributor as a result of participating in the dispute resolution process (for example, cost of travel and accommodation);
 - (v) any costs in connection with the dispute resolution procedures which an arbitrator or court of competent jurisdiction determines should not be paid by the Licensee;
 - (vi) costs incurred by a Distributor (which is not a Small Business) in connection with a dispute resolution procedure where the Licensee is found not to have been in breach of its agreement with the Distributor.

1.5 Modification of procedures

The dispute resolution procedures may be modified as they apply to a particular Dispute and having regard to the size and nature of the Distributor's business if each of the parties so agrees, and the parties may, acting reasonably, agree to escalate the dispute to a further particular stage of the process, without the need to go through earlier stages of the process.

1.6 Continued performance

Despite the existence of a Dispute, each party must continue to perform its obligations under the contractual arrangements entered into by the Licensee and a Distributor.

1.7 Other

- (a) The Licensee agrees that other in the case of urgent injunctive relief, it will not commence legal proceedings in a court of competent jurisdiction seeking any applicable relief, until it has exhausted the dispute resolution procedures set out in this schedule unless agreed in writing by the Distributor.
- (b) If the Distributor elects not to have legal representation during the mediation conducted pursuant to **clause 1.2** above, the Licensee agrees that it will not be accompanied by a legal representative at such mediation;
- (c) The Licensee will ensure that each of the Australian Lottery and Newsagents Association (ALNA) and The Victorian Association for Newsagents (VANA) are made aware of the dispute and that the relevant body is welcome to participate in any part of the dispute resolution process as representatives of the Distributor, and the Distributor is made aware by the Licensee that the Distributor should be in touch with his or her representative body for advice concerning the dispute and support during the dispute resolution process;
- (d) As a general principle, each negotiation stage under any of the processes must be conducted in a timely and efficient manner and without undue or unreasonable delay or hesitation on the part of either party with each party acting in a conciliatory manner whilst exercising good faith during the negotiation process.

A Distributor is entitled to escalate the dispute without undertaking each stage of negotiation or mediation by referring the matter to arbitration. The Licensee does not have the same right without the written consent of the Distributor.

- (e) The Distributor is not precluded from pursuing alternative processes or taking legal action as a result of a dispute arising out of the distribution arrangements entered into by the Licensee and a Distributor regarding the Conduct of Public Lotteries.

Schedule 4 - Commission Review Mechanism

1 Introduction

As a proud operator of lotteries in Victoria since 1954, Tatts recognises and appreciates the critical role Distributors have played, and will in the future continue to play, in the success of the Tatts business.

Tatts understands the benefits of the 'select' retail distribution approach which operates in Victoria and Australia, versus the 'mass distribution strategy' which has evolved in many overseas lotteries jurisdictions including the UK, US and much of Europe.

The 'select' distribution approach encourages a greater sense of partnership between Distributors and the Licensee and is designed to motivate Distributors to build sales and provide improved service to players balanced with a genuine commitment to operational compliance and responsible play. This model, coupled with a variable commission rate structure, has an in-built review mechanism with total Distributor commissions received increasing alongside increased total sales by Distributors.

2 Minimum Requirements

The commission review undertaken by the Licensee must:

- Take place periodically during the term of the Licence as specified in clause 3.1 below;
- Be genuinely consultative and take into account the views of Distributors;
- Consider whether the commission reasonably rewards Distributors for their role in the conduct of Public Lotteries; and
- Be completed no more than 2 years prior to any application to the Minister for approval of the maximum commission rate.

3 Proposed Mechanism

3.1 Frequency

Formal reviews will be conducted by the Licensee as follows:

- (a) From the Licence Issue Date until 30 June 2027, formal reviews must be conducted prior to:
 - 30 June 2018, with the review and consultation process with Distributors to commence no later than 1 January 2018;
 - 30 June 2021, with the review and consultation process with Distributors to commence no later than 1 January 2021; and

- 30 June 2024 with the review and consultation process with Distributors to commence no later than 1 January 2024
- (b) From 1 July 2027 until expiry of the Term, a formal review must be completed and submitted to the Minister by 1 July 2028 and every five years thereafter.

Applications for changes to the maximum commission rates for Authorised Public Lotteries may be made by the Licensee at any time, including outside of a formal review. If a formal review has not been completed by the Licensee within 2 years prior to the application being submitted, the Licensee must comply with the consultative provisions of the review mechanism outlined in **clauses 3.2, 3.3 and 3.4** below before submitting the application to the Minister. In the application, the Licensee must detail how it has complied with these consultative provisions.

3.2 Factors Considered

A range of factors will be considered in the review process, including but not limited to:

- national and international benchmarks from other lotteries;
- consideration of any peculiarities within the Victorian market relative to those benchmarks (i.e. differences in Distributor numbers per-capita, average commissions per Distributor, variances in public lottery tax rates, abnormal licence conditions, GST, competition from other gaming providers, etc.);
- consideration of any additional or reduced requirements being requested of Distributors;
- the overall sales performance of Authorised Public Lotteries;
- the relative sales performance of each lottery channel;
- the performance of Distributors;
- importance of Authorised Public Lotteries to the viability of the business of Distributors;
- assessment of the impact of overall sales and Distributor commissions in the event of price changes to Public Lotteries;
- size of the Distributor network, including per-capita retail sales;
- other benefits including incentive regimes, business support, training, retail presentation and targeted support available to Distributors;
- assessment of the impact of the sale of other gambling products by Distributors;

- availability of any technology cost savings contributed to by Distributors or the Licensee (i.e. consideration given to changes in retail technology requirements);
- changes in total commission paid to Distributors as a result of the in-built percentage based mechanism linked to pricing structure changes to the product portfolio.

3.3 Consultation

The consultation process will include representatives of and representations from:

- Australian Lottery and Newsagents Association (ALNA);
- The Victorian Association for Newsagents (VANA);
- Australian Lottery and Newsagent's Association (ALNA) – in relation to Tasmanian Distributors trading under a foreign lotteries permit (if applicable),

(Representative Bodies).

Given that the *Competition and Consumer Act 2011* effectively only allows bodies with a collective bargaining authorisation under section 88(1A) and (1) of that Act to conduct negotiations with the Licensee on behalf of its members, the Licensee is only permitted to engage with such bodies while they continue to hold authorisations, which at the date of this document includes the Representative Bodies.

Distributors with no affiliation to VANA and ALNA (**Individual Distributors**) will be invited to make written representations directly to the Licensee (provided such submission is made only by the Individual Distributor and is not made in conjunction with any other person (subject to any change in law)). For the avoidance of doubt, the Licensee will not be able to consider submissions from Distributors that are members of or affiliated with Representative Bodies at the commencement date of the respective review.

Written submissions will be required from Representative Bodies and Individual Distributors no later than 60 days after they first receive notification from the Licensee that the review process has commenced.

Following the receipt of the written submissions:

- from the Representative Bodies, the Licensee will invite each of the Representative Bodies to at least one (and if necessary two) meeting(s) to discuss their views and the views of the Licensee, before a final determination is made;
- from Individual Distributors, the Licensee will separately meet with each of the Individual Distributors to discuss their views before a final determination is made (consistent with any collective bargaining arrangements in place at that time as set out in paragraphs 1 and 2 above).

Written submissions will be reviewed and follow-up meetings concluded no later than 90 days after the Representative Bodies and individual Distributors first receive notification from the Licensee that the review process has commenced.

Following a determination by the Licensee of whether or not to vary the maximum rate of commission as a result of the consultative process referred to above, the Licensee will advise all the Representative Bodies and Individual Distributors as soon as reasonably practicable but no later than 14 days following the making of the determination.

All parts of the process will be open and transparent (including meeting processes) and highlight all elements of the determination made by the Licensee including all Factors Considered as set out in **clause 3.2** above.

The final outcomes of each review process will be communicated to Distributors and to each representative body as soon as reasonably practicable following notification by the Minister of such outcome.

3.4 Outcomes

- An application for a change in maximum commission rates being made to the Minister, setting out details of the reasons for the requested changes, no later than 30 days from the relevant review date; or
- The Minister being advised that no changes are to be made to the maximum commission rates, setting out details of the reasons for no such changes, no later than 30 days from the relevant review date.

Annexure A - Authorised Public Lotteries

1 Non-instant Authorised Public Lotteries

1.1 TattsLotto

The objective of a Player participating in TattsLotto is to correctly select the winning numbers from the numbers 1 to 45 inclusive.

- (a) The day of the lottery draw.
- (i) The draw is conducted once weekly, usually on Saturday evenings (some special event based draws such as the Megadraw that takes place around New Year's Eve in each year, the draw may be conducted on New Year's Eve rather than on a Saturday evening); and
 - (ii) From time to time further draws may be conducted to distribute additional prizes from the prize reserve pool in accordance with the Lottery Rules and terms and conditions approved by the Commission.

- (b) The frequency of lottery draws.

Once per week for the entire year

The above does not apply in respect of additional draws conducted in accordance with Item (a)(ii).

- (c) The method for determining the result of the draw.

- (i) In each draw eight balls are drawn from a drawing device containing forty-five balls numbered 1 to 45 inclusive.
- (ii) The first six balls drawn are the winning numbers and 7th and 8th balls drawn are the supplementary numbers.

The above does not apply in respect of additional draws conducted in accordance with Item (a)(ii).

- (d) The odds of winning the first prize.

1 in 8,145,060

- (e) The number of prize divisions offered.

6 prize divisions

The above does not apply in respect of additional draws conducted in accordance with Item (a)(ii).

- (f) If a bloc lottery, the names of participants are as listed in the Lottery Rules.

1.2 Monday and Wednesday Lotto/Weekday Windfall

The objective of a Player participating in Monday & Wednesday Lotto / Weekday Windfall is to correctly select the winning numbers from the numbers 1 to 45 inclusive.

- (a) Name of the authorised lottery:
The name of the authorised lottery will be:
 - (i) 'Monday & Wednesday Lotto' up to and including 19 May 2024; and
 - (ii) 'Weekday Windfall' on and from 20 May 2024.
- (b) The day of the lottery draw.
 - (i) (Up to and including 19 May 2024, the draw will be conducted on Monday and Wednesday of each week.
 - (ii) On and from 20 May 2024, the draw will be conducted on Monday, Wednesday and Friday of each week.
 - (iii) From time to time, further draws may be conducted to distribute additional prizes from the prize reserve pool in accordance with the Lottery Rules and terms and conditions approved by the Commission.
- (c) The frequency of lottery draws.
 - (i) Up to and including 19 May 2024: Twice per week.
 - (ii) On and from 20 May 2024: Three times per week.
- (d) The method for determining the result of the draw.
 - (i) In each draw eight balls are drawn from a drawing device containing forty-five balls numbered 1 to 45 inclusive.
 - (ii) The first six balls drawn are the winning numbers and the 7th and 8th balls drawn are the supplementary numbers.
- (e) The odds of winning the first prize.
1 in 8,145,060
- (f) The number of prize divisions offered.
6 prize divisions

- (g) If a bloc lottery, the names of participants are as listed in the Lottery Rules.

1.3 Set for Life

The objective of a Player participating in Set for Life is to correctly select the winning numbers from the numbers 1 to 44 inclusive.

- (a) The day of the lottery draw.
The draw is conducted on each day of the week
- (b) The frequency of lottery draws.
The draw is conducted on each day of each week for the entire year
- (c) The method for determining the result of the draw.
 - (i) In each draw nine (9) balls are drawn from a drawing device containing forty-four (44) balls numbered 1 to 44 inclusive
 - (ii) The first seven (7) balls drawn are the winning numbers and eighth (8th) and ninth (9th) balls drawn are the supplementary numbers
- (d) The odds of winning the first prize.
1 in 38,320,568
- (e) The number of prize divisions offered.
Eight (8) prize divisions
- (f) If a bloc lottery, the names of participants are as listed in the Lottery Rules.

1.4 Oz Lotto

The objective of a Player participating in Oz Lotto is to correctly select the winning numbers from the numbers 1 to 47 inclusive.

- (a) The day of the lottery draw.
 - (i) Tuesday
 - (ii) From time to time further draws may be conducted to distribute additional prizes from the prize reserve pool in accordance with the Lottery Rules and terms and conditions approved by the Commission.
- (b) The frequency of lottery draws.
Once per week for the entire year
- (c) The method for determining the result of the draw.

- (i) In each draw 10 balls are drawn from a drawing device containing 47 balls numbered 1 to 47 inclusive.
- (ii) The first 7 balls drawn are the winning numbers and 8th, 9th and 10th balls drawn are the supplementary numbers.

The above does not apply in respect of additional draws conducted in accordance with Item (a)(ii).

- (d) The odds of winning the first prize.
1 in 62,891,499
- (e) The number of prize divisions offered.
7 prize divisions
- (f) If a bloc lottery, the names of participants are as listed in the Lottery Rules.

1.5 Powerball

The objective of a Player participating in Powerball is to correctly select the winning numbers from the numbers 1 to 35 inclusive drawn from one drawing device and the Powerball Number drawn from a separate drawing device from the numbers 1 to 20 inclusive.

- (a) The day of the lottery draw.
 - (i) Thursday
 - (ii) From time to time further draws may be conducted to distribute additional prizes from the prize reserve pool in accordance with the Lottery Rules and terms and conditions approved by the Commission.
- (b) The frequency of lottery draws.
Once per week for the entire year
- (c) The method for determining the result of the draw.
 - (i) In each draw 7 balls are drawn from a drawing device containing 35 balls numbered 1 to 35 inclusive and one ball is drawn from a separate drawing device containing 20 balls numbered 1 to 20 inclusive and this one ball drawn from this second drawing device is called the "Powerball".
 - (ii) The first 7 balls drawn together with the "Powerball" are the winning numbers.

Note: There are no supplementary numbers

The above does not apply in respect of additional draws conducted in accordance with Item (a)(ii).

- (d) The odds of winning the first prize.
1 in 134,490,400
- (e) The number of prize divisions offered.
9 prize divisions
- (f) If a bloc lottery, the names of participants are as listed in the Lottery Rules.

1.6 Not used

1.7 Draw Lotteries

The objective of a Player participating in Draw Lotteries is to purchase an Entry containing the winning number and/or the Jackpot number in the relevant Draw.

- (a) The day of the lottery draw.

The draw is conducted as soon as possible on the next business day after all the predetermined number of unique six digit numbers offered for sale into the draw have been sold.

- (b) The frequency of lottery draws.

Same as Item (a).

- (c) The method for determining the result of the draw.

In each Draw there is predetermined number of unique six digit numbers offered for sale. Once the predetermined numbers of entries have been sold, a drawing is conducted to determine the winning six digit numbers.

Two drawings are conducted for each Draw.

The winning six digit numbers are determined by the first drawing conducted by an approved random number generator randomly selecting an amount of unique six digit numbers equivalent to the number of prizes available to be won in the first drawing as set out in the Public Lottery Rules.

An entry containing a winning 6 digit number wins the prize according to the order in which the entry was drawn by the random number generator

i.e. first drawn wins the first prize, second drawn wins the second prize and so on.

A jackpot prize is determined by the conducting of a second drawing (using the random number generator) of only one six digit number from all of the same six digit numbers used in the first drawing. This six digit number is the jackpot number. The jackpot prize is won if the jackpot number is the same as a winning number contained on a Winning Entry in the first drawing.

Consolation prizes are determined by an entry that contains a number that is on either side of a winning 6 digit number as more fully described in the public lottery rules.

- (d) The odds of winning the first prize.

An entry comprises a unique six digit number which is generated by the lottery system.

The odds of winning are determined by the predetermined number of unique six digit numbers offered for sale and the amount of prizes available to be won as set out in the Lottery Rules.

- (e) The number of prize divisions offered.

The number of prize divisions offered is as set out in the Lottery Rules.

- (f) If a bloc lottery, the names of participants are as listed in the Lottery Rules.

1.8 Super '66'

The objective of a Player participating in Super 66 is to correctly select the winning numbers from the six single-digit winning numbers (each from 0 – 9 inclusive) drawn, in whole or in part and in the order it is drawn.

- (a) The day of the lottery draw.

Conducted on Saturday nights after the TattsLotto Draw but if TattsLotto is not conducted on a Saturday night it will be conducted on the same night as the TattsLotto draw.

- (b) The frequency of lottery draws.

Once per week for the entire year

- (c) The method for determining the result of the draw.

(i) In each draw, six numbered balls are drawn from a drawing device with six compartments, each compartment containing ten balls numbered 0 to 9 inclusive.

(ii) Prizes are awarded to players who have matched the six single- digit numbers from the numbers 0 to 9 with the winning number drawn, in whole or in part and in the order drawn and

in accordance with the prize divisions set out in the Lottery Rules i.e. if the entry of a player contains the first 4 digits of the Standard Entry which are identical with and in the same sequence as the

first four digits of the Super 66 Number then the player wins a third division prize.

- (d) The odds of winning the first prize.

1 in 1,000,000

- (e) The number of prize divisions offered.

5 prize divisions

- (f) If a bloc lottery, the names of participants are as listed in the Lottery Rules.

2 Instant Authorised Public Lotteries

2.1 Instant Scratch-Its

The objective of a player participating in an Instant Scratch-Its Game is to reveal prizes won by removing the removable covered area (latex or otherwise) from the play area on the Instant Scratch-Its Ticket in accordance with the play instructions appearing on the ticket.

- (a) The day of the lottery draw (if applicable).

Because of the instant play and win nature of the game, the lottery is theoretically drawn on each day that a person purchases and/or scratches the ticket to reveal the result which appears on the ticket

- (b) The maximum frequency for draw or determination (if applicable). Same as Item (a).

- (c) The method for determining the result of the draw.

All Instant Scratch-Its Games are premised on removing the covered area (latex or otherwise) to reveal numbers, signs, symbols and/or dollar amounts which, when appearing in such combination or configuration specified in the instructions for the game panel, will win the prize specified for that game panel

- (d) The odds of winning the first prize.

The odds of winning the first prize are dependent on the total prize pool available and the number and value of individual first prizes comprising each Instant Scratch-Its game and determined by the total number of tickets available for distribution and the price point denominations for those tickets in a game.

- (e) The number of prize divisions offered.
The number of prize divisions in an Instant Scratch-Its Game, and the number of prizes contained on an Instant Scratch-Its Ticket, is dependent on the total prize pool available and varies by game and price denomination.
- (f) If a bloc lottery, the names of participants are as listed in the Lottery Rules.