

The Pools Rules

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Explanatory Note on the Effect and Applicability of these Rules

This Explanatory Note forms part of The Pools Rules.

I. Effective Date

- (i) **These Rules shall be effective for The Pools Rounds commencing on and after 29 November 2004** until subsequent amendments are made unless such amendments are disallowed by the Victorian Commission for Gambling Regulation. 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.

II. Applicable Rules

- (i) **Section A of these Rules** is made for the conduct, management and sale of entries in The Pools when the same occurs under the operation of the 'ELOS' Lottery System and under that system, only Section A of these Rules will be applicable.
- (ii) **Section B of these Rules** is made for the conduct, management and sale of entries in The Pools when same occurs under the operation of the 'GTECH' Lottery System and under that system, only Section B of these Rules will be applicable. Further, the following substitutions, deletions and amendments apply to Section B of these Rules:
 - a) All references to "the Act" or sections of that Act shall be a reference to the Gambling Regulation Act and the corresponding section of that Act where applicable.
 - b) The definition of "Authority" shall have the meaning prescribed for "Commission" in the Gambling Regulation Act.
 - c) The definition of "Director" is deleted and any reference thereto is deemed to be a reference to the Commission.
 - d) Rule 2.7 is deleted and the provisions of this Explanatory Note with regard to the effective date of the Rules applies.
 - e) Rule 10.3 is replaced with the following:

"Subject to Rules 10.5, 10.7, 12, 13 and 14, 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 10.3(a) above, for validation and prize payment by that government department.”

III. Notice to Players

- (i) Upon successful conversion from the GTECH Lottery System to the ELOS Lottery System, a notice advising Players that the Rules contained in Section A are applicable will be displayed at all points of sale.

SECTION A

Rules for the Conduct and Sale

of Entries in The Pools Under the Operation of

the ELOS Lottery System

THE POOLS RULES
TABLE OF CONTENTS

<u>1</u>	<u>DEFINITIONS</u>
	1
<u>2</u>	<u>EFFECT OF THESE RULES</u>
	3
<u>3</u>	<u>ENTRY COUPONS</u>

	3
4	MARKING ENTRY COUPONS
	4
5	QUICK PICK AND NON-COUPON ENTRIES
	5
6	ACCEPTANCE AND ISSUANCE OF ENTRY TICKETS
	5
7	DETERMINATION OF RESULTS
	6
8	PRIZE POOLS AND DIVISION OF PRIZES
	7
9	CLAIMS AND PRIZE PAYMENTS
	8
10	DISPUTED PRIZE CLAIMS
	10
11	TATTS CARD
	11
12	ACCREDITED REPRESENTATIVES
	11
13	OUTLET SYNDICATES
	12
14	INTERNET ENTRIES PURCHASED WITH TATTS.COM
	12
15	RESELLERS
	14
16	PUBLICATION OF RESULTS
	14

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 The Pools;

“**Act**” means the *Gambling Regulation Act (Vic) 2003*;

“**Australian Season Pool**” means The Pools conducted by the Australian Soccer Pools Bloc based on the match list supplied to it by the Australian Soccer Federation;

“**Australian Soccer Pools Bloc**” means the Members licensed in their respective jurisdictions who have joined for the purpose of conducting, promoting and selling entries soccer pool lottery games, of which Tattersall’s is a

Member;

“**Claim Period**” means the period ending on the fourteenth day after the completion of the Round 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 Round 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 The Pools;

“**Corresponding United Kingdom Pool**” means the 8 Match Treble Chance Pool conducted by Vernons Pools, Vermail House, Ormskirk Road, Aintree, Merseyside, UK on the same Matches as are the subject of The Pools;

“**Distributable Prize Pool**” means an amount not less than 45% of all Subscriptions received in respect of a particular Round;

“**Entry Coupon**” is a form approved by Tattersall’s containing all relevant numbers and instructions to effect an entry in The Pools via Tattersall’s computer system;

“**Entry Ticket**” is a Tattersall’s computer system issued record of entry in The Pools containing all of the particulars listed in Rule 6.1;

“**Game**” is the Player’s selection of six numbers 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 The Pools;

“**List of Matches**” means the list of 38 Matches and reserve Matches published from time to time by the Australian Soccer Pools Bloc in respect of either:

- (a) an Australian Season Pool; or
- (b) a Corresponding United Kingdom Pool;

“**Match**” means a game of soccer contained in the List of Matches;

“**Member**” means one or more of the parties of the Australian Soccer Pools 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 soccer pool 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 The Pools and, unless otherwise specified, includes Victoria;

"Player" means a person who purchases an entry in The Pools;

"Prizes Fund" is an amount equivalent to 50% of all Subscriptions received in The Pools 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;

"Round" means a weekly round of Matches from which the winning numbers and supplementary number are determined in the manner described in Rule 7 by which winning entries in that Round are determined;

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

"Standard Entry" means a selection of six numbers only from the numbers 1 to 38 inclusive;

"Subscription" is the cost of an entry in The Pools 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" means a selection of other than six numbers from the numbers 1 to 38 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 The Pools via the Internet;

"Tatts Card" is a membership card which enables the holder thereof to register and store entries in The Pools in accordance with the terms of that membership and Rule 11;

"The Pools" means the soccer football pool public lottery conducted by the Australian Soccer Pools Bloc, in which the prizes are distributed on the basis of results of soccer football matches played in Australia or elsewhere in accordance with a system where results are selected and given an order of rank, the conduct of which is the public lottery the subject of these Rules;

"VCGR" means the Victorian Commission for Gambling Regulation established by the Act;

"Void Match" means a Match so declared in an Australian Season Pool or Corresponding United Kingdom Pool resulting from circumstances which:

- (a) prevents the determination of results in the manner envisaged by Rule 7.2; or

- (b) enables a Player to determine the result of a Match prior to entry in the Round being effected;

including but not limited to the cancellation, rescheduling or non-completion of a Match or where a Match is played prior to the Saturday in the week in which the Round is commenced;

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

- 1.2. Reference to one gender includes all other genders.
1.3. Reference to the singular shall include the plural and vice versa.
1.4. 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 The Pools. These Rules, as are in force at the time an entry into a Round is effected, are binding contractually between Tattersall’s and the Player.

2.2 Entry into The Pools 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 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 The Pools 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 The Pools, 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 The Pools is to correctly select the six winning numbers from the numbers 1 to 38 inclusive in any one Game.

3.2 Each Entry Coupon shall contain fifteen (15) game panels (marked “A” to “O”) for Player number selections. Each game panel shall contain a selection box to identify if the Player’s selection is a System Entry. Each Entry Coupon shall also contain selection boxes for the following entry types available in The Pools: -

- (a) Advance
(b) Multi-Weeks
(c) Top Up.

3.3 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 either or both of the following types of entries in The Pools:

- (a) a Standard Entry; and/or
(b) a System Entry

and may thereafter opt to play their selection:-

- (c) in Advance; and/or
- (d) for Multi-Weeks; and/or
- (e) 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 or System entries) must be completed on any one Entry Coupon.

4.2 A Standard Entry is constituted by a Player selecting six numbers only in one game panel from the numbers 1 to 38.

4.3 A System Entry is constituted by a Player selecting other than six numbers in one game panel from the numbers 1 to 38 and by marking the System selection box in that game panel. Subject to Rule 4.9, more than one type of System selection (ie, System 7 or System 10 etc) can be played on any one Entry Coupon. A Player can mark:

(a) from 7 to 20 numbers in a game panel for a respective System 7 to System 20 Entry. Tattersall's computer system will calculate all possible six number combinations from the Player's selected numbers (ie, a System 8 will produce 28 six number combinations) which will then constitute that number of Games for that System Entry; or

(b) 4 or 5 numbers in one game panel for a respective Take 4 or Take 5 Entry. Tattersall's computer system will combine the Player's number selections with the remaining unselected numbers to calculate all possible six number combinations (ie, a Take 5 will produce 33 six number combinations) which will then constitute that number of Games for that Take 4 or Take 5 Entry.

4.4 Subject to Rule 4.6, an Advance entry allows the Player to nominate any one future Round up to twenty five (25) weeks beyond the next Round into which an entry can be effected. The Player must mark the Advance selection box on the Entry Coupon and advise the terminal operator of the date of the commencement of the Round into which the Advance entry is to be entered. If the requested date is not a scheduled commencement date for a Round, the entry will be processed for the Round next occurring after that requested date.

4.5 A Multi-Weeks entry may be for 2, 5, 10, 13 or 26 consecutive weeks and is constituted by the Player marking the corresponding number in the Multi-Weeks selection box. The Player's selected numbers will then be entered into that number of consecutive Rounds beginning with the next (current) Round into which an entry can be effected.

4.6 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 Round contained on that entry does not exceed twenty-five (25) Rounds beyond the current Round.

4.7 Notwithstanding the availability of Advance and/or Multi-Week entries for the periods specified in Rules 4.4, 4.5 and 4.6, Tattersall's shall not be liable for any unavailability or delay in the publication of any one or more List of Matches on which a Player might otherwise wish to base their selections for those Advance and/or Multi-Week entries.

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 Round on the one Entry Coupon and/or Entry Ticket and, in the case of System Entries, those which exceed the allowable number of separate or combined System 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(d) 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 tats.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 tats.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) the Round date and number, or if a Multi-Weeks entry the Round date and Round number ranges, to which the entry relates;
- (d) if applicable, "e" which indicates that the terminal operator has edited the selection at the Player's direction;
- (e) if applicable, "t" which indicates that the selection is a Top Up;
- (f) the details of the Accredited Representative and relevant selling point terminal;
- (g) the date and time of purchase;
- (h) the Subscription and commission paid; and
- (i) 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 Round(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,

- (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 Round (or for the first Round 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 Round(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 DETERMINATION OF RESULTS

7.1 Each Round will be identified by a Round number.

7.2 Subject to Rule 7.4 the Matches represented by the numbers in a game panel shall be deemed to have an order of rank depending on the results of those Matches in accordance with this Rule and for the purposes of Rule 8, the six highest ranked numbered Matches shall be the winning numbers and the seventh highest ranked numbered Match shall be the supplementary number.

- (a) Score Draw - All Score Draws will be ranked higher than any other result and a Score Draw where more goals are scored will be ranked higher than a Score Draw where fewer goals are scored.
- (b) Nil Score Draw (scoreless) - All Nil Score Draws will be ranked equally and shall be ranked higher than an Away Win or a Home Win.
- (c) Win for Away Team - All Wins for Away Teams shall be ranked higher than Home Wins. Away Wins with a smaller goal difference shall be ranked higher than Away Wins with greater goal difference and where two or more Away Wins have the same goal difference Away Wins where more goals are scored shall be ranked higher than Away Wins where fewer goals are scored.
- (d) Win for Home Team - Home Wins with a smaller goal difference shall be ranked higher than Home Wins with greater goal difference and where two or more Home Wins have the same goal difference Home Wins where more goals are scored shall be ranked higher than Home Wins where fewer goals are scored.
- (e) In the event that two or more numbered Matches in a game panel are of equal rank in accordance with Rules 7.2(a) through 7.2(d) inclusive, and subject to Rules 7.3 and 7.6, any such Match printed with a greater number (in magnitude) in a game panel shall be ranked higher than any such Match printed with a lesser number (in magnitude).
- (f) If there are insufficient results in accordance with Rule 7.2(a) to determine the winning numbers and the supplementary number, then the results in accordance with Rule 7.2(b) shall be taken into account and if still insufficient then the results in accordance with Rule 7.2(c) shall be taken into account and if still insufficient then the results in accordance with Rule 7.2(d) shall be

taken into account until six winning numbers and a supplementary number have been determined.

7.3 References in Rules 7.2(c) and 7.2(d) to “more goals” or “fewer goals” refers to the total number of goals scored by both teams in a Match result.

7.4 In the event that any numbered Match in a game panel is a Void Match, the result of such Void Match will be deemed to be the result of the first non-void numbered Match on the List of Matches from number 39 onwards. A second such Void Match will be the result of the second non-void numbered Match on the List of Matches from number 39 onwards and so on in ascending numerical sequence for each such Void Match.

7.5 Where the List of Matches is in respect of the Australian Season Pool and results are declared in less than 38 of the Matches, the Round shall be cancelled.

7.6 Where the List of Matches is in respect of the Corresponding United Kingdom Pool then:

(a) In the event that any Match in the List of Matches is not played but a result has been declared in the Corresponding United Kingdom Pool, then for the purposes of the Round such result shall be deemed to be as follows:-

- (i) in respect of a Score Draw - a goal score of 1-1,
- (ii) in respect of an Away Win - a goal score of 0-2, and
- (iii) in respect of a Home Win - a goal score of 2-0.

(b) The results of Matches printed on the List of Matches shall, subject to Rule 7.6(a), be the results adopted in the Corresponding United Kingdom Pool.

7.7 If for any reason a Round is cancelled, then all entries received in accordance with these Rules in respect of that Round shall be deemed to be entries in the next numbered Round.

8 PRIZE POOLS AND DIVISION OF PRIZES

8.1 There shall be five prize divisions in each Round comprising:

- (a) Division One: Players who have correctly selected the six winning numbers in any one Game;
- (b) Division Two: Players who have correctly selected any five of the six winning numbers plus the supplementary number in any one Game;
- (c) Division Three: Players who have correctly selected any five of the six winning numbers in any one Game;
- (d) Division Four: Players who have correctly selected any four of the six winning numbers in any one Game;
- (e) Division Five: Players who have correctly selected any three of the six winning numbers, plus the supplementary number, in any one Game.

8.2 If in a Round, there is no valid winning entry in Division One, then the amount allocated to Division One from the Distributable Prize Pool for that Round shall add to and form part of the amount allocated to Division One in the next Round.

8.3 Such addition shall continue until there is a valid winning entry in Division One.

8.4 Subject to Rule 8.2, 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.

8.5 If in a particular Round the prize payable for a single winning entry Game in:-

- (a) Divisions Two, Three or Four is less than the prize payable to a winning entry Game in any lower Division, the amounts allocated to that Division and all lower Divisions will be aggregated and divided equally between all the winning entry Games in all the Divisions whose allocated prize pools were aggregated;
- (b) any Division is less than \$1.00, that prize shall be increased so that the amount payable is \$1.00.

8.6 Subject to Rule 8.2, 8.4 and 8.5, the Distributable Prize Pool shall be distributed as nearly as possible in the percentages listed below, subject to a rounding to the nearest cent:-

- (a) Division One: 65%
- (b) Division Two: 2%
- (c) Division Three: 6%
- (d) Division Four: 15%
- (e) Division Five: 12%.

8.7 No single Game shall win more than one prize in any one Round.

8.8 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.

8.9 All prizes (other than prizes payable in Division One) shall be rounded to the nearest five cents.

8.10 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; and
- (b) supplement prizes in any or all Divisions.

8.11 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.

8.12 Australian Soccer Pools 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, Australian Soccer Pools 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.

8.13 Notwithstanding Rule 8.12, 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.

9 CLAIMS AND PRIZE PAYMENTS

9.1 Prize money distributable to Division One and Division Two 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 prizes for Division One and Division Two 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 Round 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 and Two

prize claims for 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 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 not part of any syndicate associated with any person who has acted in contravention of the Act.

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 Round 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 Round 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 Round.

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 Round.

10 DISPUTED PRIZE CLAIMS

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).

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 completion of the Round 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 completion of the last Round 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 The Pools for purchase by the public in accordance with these Rules; and
- (b) pay prizes in The Pools 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
- (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 The Pools 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 The Pools the Player is making an offer to purchase entries in the particular Round or Rounds of The Pools 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 The Pools 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 The Pools 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 The Pools, 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 The Pools, 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 Round date and number, or if a Multi-Weeks entry the Round date and Round 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 The Pools 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 The Pools must be accepted by Tattersall's prior to the Close of Acceptance of Entries
- 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 The Pools 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 The Pools 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 The Pools 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 Round as soon as practicable after each Round. 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 and/or Division Two winners or the amount of the Division One and/or Division Two 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.