

# INSTANT LOTTERY GAME RULES (LUCKY TIX)

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Version 1  
18 June 2008

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## 1. GLOSSARY OF TERMS

The following terms and definitions apply for the Rules of Intralot Australia's Instant Lottery game:

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

**“Authorised Point of Sale”** is the location of a licensed Retailer approved by Intralot Australia where Instant Tickets may be purchased.

**“Book”** is a pack of Instant Lottery game Instant Tickets each with a different Ticket Serial Number.

**“Caption”** is used to describe in words the symbols that appear in the Play Area. The caption corresponds to these symbols and verifies the correctness of the symbol. The caption is also used to determine eligibility for a prize. The symbols for individual Games will be specified in the individual game specification.

**“Claim Period”** means the period determined by Intralot Australia in which the prize of an Instant Lottery game is available to be claimed under the conditions detailed within the section “Claim and Payment of Prizes”.

**“Claimant”** is a person who submits a claim for an Instant Lottery game prize within the Claim Period as stipulated by these Rules.

**“Commission”** means the amount which represents a percentage based on the Entry Cost payable to the Retailer by the player which makes up a component of the Total Ticket Cost. This amount is approved by the Minister for Gaming in accordance with the licence.

**“Defective Ticket”** is an Instant Ticket which at the time of purchase is damaged, defaced, illegible or incomplete or which contains the words "void", "sample", "not for sale" or similar wording.

**“Entry Cost”** is the amount determined by Intralot Australia which is paid by the player for the purchase of an Instant Ticket. This amount excludes any Retailer's Commission. This amount per Instant Ticket is dependant on the value printed on the Instant Ticket.

**“Game”** is any instant lottery Instant Ticket run or promoted by Intralot Australia.

**“Game Area/Play(ing) Area”** means the area(s) on the Instant Ticket that a player scratches to reveal the required combination of symbol(s) and/or number(s) determined by the Play Style/Play Mechanic.

**“Instant Ticket”** is a record of entry in the Game issued by Intralot Australia which contains all the particulars listed in these Rules.

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**“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.

**“Intralot Australia”** means Intralot Australia Pty Ltd whose registered office is situated at 299 Williamstown Rd, Port Melbourne, VIC 3207 being the entity which conducts and promotes public lotteries in accordance with the Act in the state of Victoria and participating jurisdictions.

**“Intralot Australia Website”** means Intralot Australia’s website located at [www.intralot.com.au](http://www.intralot.com.au) where the Rules and instructions for entry into the game of Instant Lottery can be found.

**“Play Style/Play Mechanic”** is the method of playing which determines winners for an individual Game.

**“Prize Structure”** is the number, value and odds of winning prizes for an individual Game as determined by Intralot Australia and detailed in the Game specifications.

**“Prize Fund”** is the amount required under the Act to be returned to players and is on average, a minimum of sixty per cent (60%) of the Entry Cost of all Instant Lotteries sold per financial year.

**“Prize Pool”** is the fund from which all Instant Tickets prizes will be paid.

**“Retailer”** is a person or corporation appointed by Intralot Australia to process entries in Intralot Australia’s Instant Lottery game.

**“Ticket Serial Number”** means the verification code in the form of numbers and/or letters and/or bar codes which may be printed on the Instant Tickets as a means to determine the validity of the Instant Ticket after its issue.

**“Total Ticket Cost”** is the Entry Cost in the game of Instant Lottery plus the Retailer’s Commission.

**“Valid Winning Ticket”** is a winning Instant Ticket, which meets all Intralot Australia's Instant Ticket validation requirements as set out or referred to in these Rules.

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

**“Winner Declaration Form”** is a form approved by Intralot Australia that is to be completed by all winners of prizes over four thousand Australian dollars (\$4,000) upon presentation of their Entry Ticket at Intralot Australia’s registered office.

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## 2. INSTANT LOTTERY GAME

- 2.1. The Rules of Instant Lottery will come into effect on 1 July 2008 and shall be used for all Instant Lottery Games. Further, Intralot Australia may amend these Rules in accordance with the Act. If the change invalidates an Instant Ticket that has already been issued, the holder may seek a full refund of the Total Cost of that Instant Ticket, but Intralot Australia shall not be liable for any other loss or damage suffered by the player as a result of such changes.
- 2.2. The Rules will be available for viewing at:
  - Intralot Australia's registered office;
  - Authorised Points of Sale; and
  - the Intralot Australia Website.
- 2.3. Purchase of an Instant Ticket will bind contractually Intralot Australia and the player in accordance with these Rules. Further, the player acknowledges and agrees to be bound by these Rules and shall accept any final decisions made by Intralot Australia in resolving any claims pursuant to these Rules.
- 2.4. Purchase of an Instant Ticket is only open to persons 18 years of age or over.
- 2.5. The Rules as stated herein will prevail and will be used to resolve any difference that may occur from time to time between any instructions on an Instant Ticket or advertising and promotional material.

## 3. OBJECTIVE OF THE GAME

The objective of an Instant Ticket is to scratch and reveal a combination of symbols that corresponds to a prize that is detailed in the specific Game instructions.

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## 4. GAME SPECIFICATIONS

A summary of the Game specifications will be provided to the VCGR prior to the commencement of the Game. The information in the summary includes:

- a) Game name;
- b) Game number;
- c) Total Ticket Cost;
- d) Planned release to market date;
- e) Quantity printed in the Game;
- f) Prize levels;
- g) Total number of winners;
- h) Total prize pool percentage and dollar value;
- i) Average chance of winning a prize;
- j) Play style / Play instructions where applicable; and
- k) An image of the Instant Ticket.

## 5. INSTANT TICKETS INFORMATION

5.1. Only an Instant Ticket that is provided or approved by Intralot Australia shall be capable of constituting a valid Instant Ticket. A prize will not be paid to any player who uses an Instant Ticket that is not provided or approved by Intralot Australia.

5.2. Each Instant Lottery Ticket printed will feature the following information:

- a) Game name;
- b) Game number;
- c) Ticket number;
- d) Retailer's Commission and Total Ticket Cost;
- e) Highest winning Prize;
- f) Number of Highest winning prizes;
- g) Total amount available to be won;
- h) Play style / Play mechanic;
- i) Prize amount payable at the Retailer/Authorised Point of Sale;
- j) How to claim a Prize;
- k) Value of non-monetary Prize(s) and the cash equivalent that is available where applicable;
- l) When an Instant Ticket is void or a specimen where applicable;
- m) Option for the winner to be anonymous; and
- n) Security and verification requirements.

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- 5.3. Instant Lottery Ticket's printed prior to 8 May 2008 will not be required to include the information in paragraphs 5.2 f and 5.2 g. This information for these specific Instant Lottery Tickets will be available at all Authorised Points of Sale.
  - 5.4. The information concerning Prize structure of each Instant Lottery Ticket series will be available at all Authorised Points of Sale.

## **6. RESPONSIBILITY FOR TICKETS**

- 6.1. The player shall be solely responsible for verifying at the time of purchase that (in respect of those parts of the Instant Ticket that are clearly visible to the player) the Instant Ticket has not been mutilated, altered or tampered with.
- 6.2. Until such time as a name and address is written on the reverse side of an Instant Ticket, the bearer of the Instant Ticket (that has been sold in accordance with the provisions of these Rules) is the owner thereof for the purposes of these Rules. When a name and an address is entered on the reverse side of the Instant Ticket, subject to the provisions of these Rules, the person whose name and address appears there shall be the owner of that Instant Ticket for the purposes of these Rules.
- 6.3. The player is responsible for the safe custody of any Instant Ticket.
- 6.4. Neither Intralot Australia nor any authorised Retailer will be responsible for any loss, theft, mutilation or destruction of any Instant Ticket(s) or for any errors or omissions in respect of any data recorded or omitted to be recorded on any Instant Ticket or for any loss of whatever nature suffered or incurred by any person as a result of any such event or condition affecting the Instant Ticket.
- 6.5. The player is responsible for claiming the full value of the prize to which the player is entitled.

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- 6.6. Where applicable, Intralot Australia may offer Games that have merchandise as part of the prize structure. In such cases, Intralot Australia is obliged to offer the option of the equivalent monetary prize to the value of the merchandise offered as a prize.
  - 6.7. The player's eligibility to win a prize is subject to validation requirements of the Instant Ticket as set out in these Rules.
  - 6.8. Where any dispute arises, the player shall be bound by the prize determination data recorded on Intralot Australia's computer system files. No subsequent or manual alteration to a Instant Ticket shall be made or, if made, have any validity for any purpose.

## **7. CLAIM AND PAYMENT OF PRIZES**

- 7.1. The original Instant Ticket is the only valid document for prize payment. The player can claim any prizes upon presentation of the Instant Ticket that has been issued in a manner authorised by Intralot Australia.
- 7.2. Instant Ticket prizes of up to one thousand Australian dollars (\$1,000) are payable by all Authorised Point of Sale which are equipped with an online terminal.
- 7.3. All Retailers have the discretion to pay higher level prizes but only up to four thousand Australian dollars (\$4,000).
- 7.4. Instant Ticket prizes over four thousand Australian dollars (\$4,000) are payable during office hours at Intralot Australia's registered office upon presentation of identification and the original Instant Ticket.
- 7.5. The player can claim their winning Instant Tickets by forwarding the winning Instant Ticket to Intralot Australia's registered office along with a stamped self-addressed envelope. The delivery of any prize winning Instant Ticket is the sole responsibility and at the expense of the player. Proof of posting will not be accepted as proof of ownership or delivery of an Instant Ticket. The

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player shall accept all risks, losses, delays, errors or omissions which may occur through the forwarding agency and Intralot Australia 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.

- 7.6. Payment of prizes by cash will only be paid up to four thousand Australian dollars (\$4,000) and amounts greater than four thousand Australian dollars (\$4,000) will be made by cheque.
- 7.7. Each time a player redeems an Instant Ticket prize(s), the player will be given a receipt produced by the terminal evidencing that the prize(s) have been paid.
- 7.8. Personal information of winners who have signed an anonymity request will be kept confidential and will not be publicised. An anonymity request is performed by the player by marking the relevant section on the back of the Instant Ticket or by filling out the relevant sections of the “winner declaration form” during the prize claim process.
- 7.9. Based on these Rules Intralot Australia has the right under any circumstances to publish the suburb and prize amount.
- 7.10. Winning Instant Tickets may be claimed within six (6) months from the date that last Game Book was dispatched (as specified in the Act) at Authorised Points of Sale or at Intralot Australia’s registered office. After that period, in accordance with the Act, Instant Tickets for unclaimed prizes may be presented:
- (a) at Intralot Australia’s registered office for forwarding to the State Revenue Office; or
  - (b) directly to the State Revenue Office for validation and prize payment by that State department.
- 7.11. Prizes can be claimed up to six (6) months from the day that game book was dispatched. If the last day, or any day or days immediately preceding it, is a

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Saturday, Sunday or public holiday, the six (6) month period ends at close of business on the last working day before that day.

## 8. RESTRICTIONS

- 8.1. Any Instant Ticket must meet the following conditions to be valid:
- (i) pass all security and verification checks performed by Intralot Australia;
  - (ii) be deemed not to be in breach of these Rules by Intralot Australia.
- 8.2. The player will not be able to claim any prize(s) if:
- (i) The player is a minor or a prohibited ticket holder; or
  - (ii) The Instant Ticket is cancelled, stolen, paid, duplicated, lost or destroyed; or
  - (iii) The Instant Ticket has been tampered with in any way.
- 8.3. Subject to Rules 6.2 & 10.2 Intralot Australia will only recognise the bearer of a winning Instant Ticket as the sole owner of the Instant Ticket.
- 8.4. Intralot Australia may withhold payments if required by a Court to do so pending resolution.
- 8.5. The extent of Intralot Australia's liability in relation to a player which arises from:
- (i) any negligence on the part of an employee, Retailer or contractor of Intralot Australia or any other person,
  - (ii) an utterance either made by an employee, Retailer or contractor of Intralot Australia or any other person, about the conduct of an instant lottery game,
  - (iii) any unlawful act of an employee, Retailer or contractor of Intralot Australia or other party or
  - (iv) as a result of any fire, flood, tempest, storm, riot, civil commotion, lockout, strike or equipment failure,

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shall be limited to the total cost of the player's Instant Ticket in that Game.

## 9. HANDLING OF DISPUTED CLAIMS

- 9.1. Retailers authorised by Intralot Australia are responsible for handling any dispute arising in relation to player claims. If the particular Retailer is unable to find a solution, the player can call Intralot Australia's Help Desk where the player can report their claim and the relevant department will provide the solution or solve the disputed claim.
- 9.2. A written claim may also be sent to Intralot Australia's registered office in which case Intralot Australia will:
- (i) immediately try to resolve the claim; and
  - (ii) if Intralot Australia is not able to resolve the claim, promptly give the claimant written notice advising:
    - (a) of Intralot Australia's decision on the claim, and
    - (b) that the Player may, within ten (10) days after receiving the notice, request the VCGR to review the decision.
- 9.3. If the claim is not resolved, the player may ask the VCGR:
- (i) if the Player has received a notice, to review Intralot Australia's decision on the claim; or
  - (ii) if not, to resolve the claim.
- 9.4. A request to the VCGR under rule 9.3:
- (i) must be in the form approved by the VCGR; and
  - (ii) if the player has received a notice, must be made within ten (10) days after receiving the notice.
- 9.5. 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.

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- 9.6. Intralot Australia will not consider any claims for prizes that have been paid to the Victorian State Government in accordance with the Act.

## **10. TICKET VALIDATION REQUIREMENTS**

10.1. Before a prize is paid on any Instant Ticket, it must be validated according to Intralot Australia's validation procedures. Intralot Australia's decision as to whether or not the Instant Ticket is valid shall be final and binding. Without prejudice to the generality of the foregoing, Intralot Australia shall be entitled to declare an Instant Ticket or Game invalid, and accordingly shall not be obliged to pay any prize, if:

- (i) Intralot Australia reasonably believes that Instant Ticket to have been stolen;
- (ii) The Instant Ticket does not appear on any list or computer record held by Intralot Australia in respect of that Game;
- (iii) The Instant Ticket is counterfeit, has been forged in whole or in part or fails to pass the security test applied to the Instant Ticket;
- (iv) The Instant Ticket is not fully legible or is mutilated, altered, unreadable, incomplete or has been tampered with in any manner;
- (v) The Instant Ticket is not received by Intralot Australia or the Retailer within the Claim Period specified by Intralot Australia;
- (vi) The Instant Ticket does not pass confidential validation and security tests undertaken by Intralot Australia;
- (vii) The play symbols and captions or any other unique features of the Instant Ticket does not correspond precisely with the artwork held on file by Intralot Australia, in respect of Instant Tickets for the Game to which the Instant Ticket applies;
- (viii) the Instant Ticket is defective and/or misprinted, in whole or in part;  
or
- (ix) The Instant Ticket has not been issued or sold in an authorised manner by Intralot Australia or by an authorised Retailer.

10.2. A valid and original winning Instant Ticket shall be the only valid instrument for claiming a prize.

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10.3. A player shall be entitled to claim only the prize or prizes for which the validated Instant Ticket is eligible and not any other prize or any otherwise unclaimed prize in that particular Game.

10.4. Intralot Australia reserves the right to withhold payment of any prize until it is entirely satisfied as to the validity of any Instant Ticket and that the player is a winner, and reserves the right to call for proof of identity and capacity to claim.

## **11. PUBLICATION OF RESULTS AND PRIZES**

11.1. Intralot Australia will publicize information regarding the prize level of each Game as soon as practicable, during or before the commencement of sale of a Game.

11.2. Intralot Australia will publicize information regarding the prizes won and/or prize winner's information, after the Game has sold out or near the point of selling out. Any failure on the part of Intralot Australia to publicize the results shall not give rise to any claim for compensation on the part of a player.

11.3. Intralot Australia shall not be bound by:

- (i) any error contained in a publication, whether typographical, printing or otherwise, on which a player evaluates an Instant Ticket or bases a claim for a prize; or
- (ii) any publication or announcement of:
  - (a) winners; or
  - (b) the amount of the prize(s) won; or
  - (c) the prize(s) amount to be paid once finalised,

shall not give rise to a claim for compensation on the part of a player.

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## **12. INSTANT LOTTERY GAME PRIZE CLAIM EXPIRY PERIOD**

12.1. Each Instant Ticket Game will have a limited period of availability for players. Prizes won from an Instant Ticket are available to be claimed within a specific period of time as defined by Intralot Australia.

12.2. Dates for each Game will be made available at Authorised Points of Sale as well as from Intralot Australia's customer Help Desk and Intralot Australia's Website as soon as it is feasible.

## **13. WITHDRAWAL OF GAMES**

13.1. Intralot Australia reserves the right to withdraw from sale of any Games or deem any Instant Ticket Books of a Game or part thereof invalid, under but not limited to, the following circumstances, where:

- (i) a Game or computer gaming system may have been compromised; or
- (ii) a Game or Instant Ticket Book or part thereof may have been reported stolen; or
- (iii) all prizes in a Game have been completely exhausted; or
- (iv) demand from players is at a level where further sales of the Game is not financially and/or commercially feasible or sustainable.

13.2 Should a Game be withdrawn, Intralot Australia will notify VCGR of the reason for withdraw.

## **14. COMPLAINTS**

A player may make a complaint to Intralot Australia and the VCGR in accordance with section 5.5.10 of the Act.