



THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

PUBLISHED BY AUTHORITY

ADELAIDE, THURSDAY, 4 MAY 2023

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All instruments appearing in this gazette are to be considered official, and obeyed as such

GOVERNOR'S INSTRUMENTS

APPOINTMENTS

Department of the Premier and Cabinet
Adelaide, 4 May 2023

Her Excellency the Governor in Executive Council has been pleased to appoint the Honourable Dr Susan Elizabeth Close, MP, to be Acting Premier from 9.40pm on 7 May 2023 until 13 May 2023 inclusive, during the absence of the Honourable Peter Bryden Malinauskas, MP.

By command,

PETER BRYDEN MALINAUSKAS
Premier

DPC23-029CS

Department of the Premier and Cabinet
Adelaide, 4 May 2023

Her Excellency the Governor in Executive Council has been pleased to appoint the Honourable Stephen Campbell Mullighan, MP, as Acting Minister for Trade and Investment, Acting Minister for Housing and Urban Development and Acting Minister for Planning from 8 May 2023 until 20 May 2023 inclusive, during the absence of the Honourable Nicholas David Champion, MP.

By command,

PETER BRYDEN MALINAUSKAS
Premier

23TICS01358

Department of the Premier and Cabinet
Adelaide, 4 May 2023

Her Excellency the Governor in Executive Council has been pleased to appoint the Honourable Clare Michele Scriven, MLC, as Acting Minister for Infrastructure and Transport and Acting Minister for Energy and Mining from 6 May 2023 until 13 May 2023 inclusive, during the absence of the Honourable Anastasios Koutsantonis, MP.

By command,

PETER BRYDEN MALINAUSKAS
Premier

23MEM0007CS

Department of the Premier and Cabinet
Adelaide, 4 May 2023

Her Excellency the Governor in Executive Council has been pleased to appoint Dr Martin Andrew as a part-time sessional Commissioner of the Environment, Resources and Development Court of South Australia and designate him as a Commissioner for the purposes of the Court's jurisdiction under the Native Vegetation Act 1991 and the Landscape South Australia Act 2019, for a term of five years commencing on 4 May 2023 and expiring on 3 May 2028 - pursuant to section 10 and the Schedule of the Environment, Resources and Development Court Act 1993.

By command,

PETER BRYDEN MALINAUSKAS
Premier

AGO0072-23CS

Department of the Premier and Cabinet
Adelaide, 4 May 2023

Her Excellency the Governor in Executive Council has been pleased to appoint Dr John Quinton Brayley to the position of Chief Psychiatrist, for a term of three years commencing on 7 May 2023 and expiring on 6 May 2026 - pursuant to Section 89 of the Mental Health Act 2009.

By command,

PETER BRYDEN MALINAUSKAS
Premier

HEAC-2023-00016

Department of the Premier and Cabinet
Adelaide, 4 May 2023

Her Excellency the Governor in Executive Council has approved the Auditor-General taking any leave to which he is entitled in the 2022-23 financial year, beyond the legislated 30 days, pursuant to section 27 of the Public Finance and Audit Act 1987.

By command,

PETER BRYDEN MALINAUSKAS
Premier

T&F23-031CS

PUBLIC FINANCE AND AUDIT ACT 1987

GOVERNOR'S APPROPRIATION FUND

Approval to Appropriate Funds from the Consolidated Account

PURSUANT to section 12 of the *Public Finance and Audit Act 1987*, I approve the appropriation from the Consolidated Account to the public purposes of the State an amount of \$506,195,820 for the financial year ending 30 June 2024.

Given under my hand this 4th day of May 2023.

FRANCES ADAMSON AC
Governor

REGULATIONS

South Australia

Motor Vehicles (Written-off Vehicles) Amendment Regulations 2023

under the *Motor Vehicles Act 1959*

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-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Motor Vehicles (Written-off Vehicles) Amendment Regulations 2023*.

2—Commencement

These regulations come into operation on 1 June 2023.

Part 2—Amendment of *Motor Vehicles Regulations 2010*

3—Substitution of regulation 71

Regulation 71—delete the regulation and substitute:

71—Interpretation

- (1) In this Part—

bus means a motor vehicle, built mainly to carry people, that seats more than 9 adults (including the driver);

category 1 vehicle means—

- (a) a bus with a GVM greater than 3.5 tonnes; or
- (b) a prime mover with a GVM greater than 4.5 tonnes; or
- (c) a trailer with a GVM greater than 4.5 tonnes; or
- (d) a truck with a GVM greater than 3.5 tonnes;

category 1 vehicle technical guide means the document entitled *Damage Assessment Criteria for the Classification of Heavy Vehicle Statutory Write-Offs* published by Austroads Ltd in December 2019, as in force from time to time;

category 2 vehicle means any motor vehicle with a GVM not exceeding 4.5 tonnes that is not—

- (a) a category 1 vehicle; or
- (b) a trailer;

category 2 vehicle technical guide means the document entitled *Damage Assessment Criteria for the Classification of Light Vehicle Statutory Write-Offs* published by Austroads Ltd in December 2019, as in force from time to time

corresponding law means a law of another State or a Territory of the Commonwealth that corresponds to the provisions of this Part;

hail damage to a motor vehicle means damage sustained to the vehicle by the direct impact of hail stones;

interstate written-off vehicle means a motor vehicle that, for the purposes of a corresponding law, is recorded in a register maintained by the vehicle registration authority of another State or a Territory of the Commonwealth as a written-off vehicle, statutory write-off, repairable write-off or wrecked vehicle (as defined in that corresponding law);

notifiable vehicle means—

- (a) a category 1 vehicle that is a written-off vehicle; or
- (b) a category 2 vehicle that—
 - (i) is less than 15 years of age; and
 - (ii) is 1 of the following:
 - (A) a motor vehicle (other than a motor bike or trailer) to which the Australian Design Rules apply;
 - (B) a motor bike;
 - (C) a caravan; and
 - (iii) is a written-off vehicle;
- (c) an interstate written-off vehicle; or
- (d) if a motor vehicle referred to in a preceding paragraph is wrecked or wholly or partly disassembled—any part of the vehicle that bears a vehicle identification plate or vehicle identification number;

repairable write-off means—

- (a) a category 1 vehicle that has been substantially stripped (within the meaning of the category 1 vehicle technical guide) and returned to the insured person as part of a settlement of the insurance claim that resulted in the vehicle being determined to be a total loss; or

- (b) a motor vehicle that is written-off but is not a statutory write-off;

sell means sell whether by treaty or auction and whether on one's own behalf or on behalf of others;

statutory write-off means—

- (a) a category 1 vehicle that meets the assessment criteria as a statutory write-off specified in the category 1 vehicle technical guide; or
- (b) a category 2 vehicle to which the Australian Design Rules apply (other than a motor bike, caravan or trailer) that meets the assessment criteria as a statutory write-off specified in the category 2 vehicle technical guide; or
- (c) a motor bike or caravan that—
 - (i) has been burned to such an extent that it is fit only for wrecking or scrap; or
 - (ii) has been stripped of all, or a combination of most, interior and exterior body parts, panels and components (such as, for example, the engine and gearbox (if applicable), wheels, guards, body and chassis components or assemblies); or
- (d) a motor bike that—
 - (i) has been fully immersed in salt water for any period; or
 - (ii) has been fully immersed in fresh water for more than 48 hours; or
 - (iii) has impact damage (excluding scratching) to the suspension and at least 2 areas of structural frame damage;

total loss means a motor vehicle damaged by accident, collision, demolition, dismantling, fire, flood, trespass or other event to the extent that its fair salvage value, when added to the cost of repairing it for use on a road or road related area, would be more than its fair market value immediately before the event that caused the damage;

truck means a rigid motor vehicle that is built mainly as a load carrying vehicle;

vehicle dealer means person who carries on the business of selling motor vehicles;

vehicle registration authority in relation to another State or a Territory of the Commonwealth, means the person or body responsible for registering motor vehicles in that State or Territory;

vehicle wrecker means a person who carries on the business of wrecking motor vehicles or disassembling motor vehicles for salvage;

written-off—see subregulation (2);

written-off vehicle means a motor vehicle that is a repairable write-off or a statutory write-off;

written-off vehicle notices means notices (including labels) issued by the Registrar for the purpose of being affixed to written-off vehicles or vehicle parts in accordance with regulation 74.

- (2) For the purposes of this Part—
 - (a) hail damage to a motor vehicle is of a **cosmetic nature** if there is no evidence of—
 - (i) structural damage to the vehicle; or
 - (ii) water damage to the interior of the vehicle;
 - (b) a motor vehicle is **written-off** if the vehicle—
 - (i) is a total loss; or
 - (ii) is to be, or has been, wrecked or wholly or partly disassembled for salvage; or
 - (iii) is to be, or has been, sold or acquired for wrecking or disassembling for salvage.
- (3) For the purposes of this Part, the age of a motor vehicle is to be determined from the date of its manufacture.

4—Amendment of regulation 74—Registrar to be given notice of, and notices to be affixed to, written-off vehicles

Regulation 74(2)—after paragraph (b) insert:

or

- (c) the vehicle is a notifiable vehicle only because it has hail damage of a cosmetic nature.

5—Amendment of regulation 75—Offence to drive written-off vehicle on road

Regulation 75—after subregulation (1) insert:

- (1a) Subregulation (1) does not apply in relation to a motor vehicle that is a notified written-off vehicle only because the vehicle has sustained hail damage of a cosmetic nature.

Editorial note—

As required by section 10AA(2) of the *Legislative Instruments Act 1978*, the Minister has certified that, in the Minister's opinion, it is necessary or appropriate that these regulations come into operation as set out in these regulations.

Made by the Governor

with the advice and consent of the Executive Council
on 4 May 2023

No 28 of 2023

STATE GOVERNMENT INSTRUMENTS

GAMING MACHINES ACT 1992

Notice pursuant to Section 86A

I, Andrea Michaels, Minister for Consumer and Business Affairs, hereby give notice to holders of a gaming machine licence that pursuant to section 86A of the *Gaming Machines Act 1992* an amount of \$31.50 per gaming machine entitlement held in respect of the licensed premises is payable as the recoverable administration costs for the designated financial year commencing on 1 July 2023 and ending on 30 June 2024.

Dated: 1 May 2023

HON ANDREA MICHAELS MP
Minister for Consumer and Business Affairs

HOUSING IMPROVEMENT ACT 2016

Rent Control Revocations

Whereas the Minister for Human Services Delegate is satisfied that each of the houses described hereunder has ceased to be unsafe or unsuitable for human habitation for the purposes of the *Housing Improvement Act 2016*, notice is hereby given that, in exercise of the powers conferred by the said Act, the Minister for Human Services Delegate does hereby revoke the said Rent Control in respect of each property.

Address of Premises	Allotment Section	Certificate of Title Volume/Folio
7 Queen Street, Kapunda SA 5373	Allotment 508 Filed Plan 211294 Hundred of Kapunda	CT5594/621

Dated: 4 May 2023

CRAIG THOMPSON
Housing Regulator and Registrar
Housing Safety Authority, SAHA
(Delegate of Minister for Human Services)

JUSTICES OF THE PEACE ACT 2005

SECTION 4

Notice of Appointment of Justices of the Peace for South Australia by the Commissioner for Consumer Affairs

I, Dini Soulio, Commissioner for Consumer Affairs, delegate of the Attorney-General, pursuant to Section 4 of the *Justices of the Peace Act 2005*, do hereby appoint the people listed as Justices of the Peace for South Australia as set out below:

For a period of ten years for a term commencing on 16 May 2023 and expiring on 15 May 2033:

Christine WYMAN
Yvonne June SMITH
Randall Keith SMITH
Robert Latimer SHERRAH
Bradley John REYNOLDS
Mary MOSHOVAKI
Milovan MIKIC
Peter Gregory MERCER
Rodney Harold MCINNES
David Paul MCGARGILL
Colin Lloyd MCGAFFIN
James Cairns MAIN
Heidi HARRIS
Elaine Kaye FARMER
Julie Ann ELLIOTT
Patricia Ann EDWARDS
Katina DOUNIS
Michelle DODD
Samantha Jane COFF
Martin Albert CASTILLA
Robyn May CAIN
Giuseppe Raffaele BONGIOVANNI
George Robin Maule BELFIELD

Dated: 26 April 2023

DINI SOULIO
Commissioner for Consumer Affairs
Delegate of the Attorney-General

JUSTICES OF THE PEACE ACT 2005

SECTION 4

*Notice of Appointment of Justices of the Peace for South Australia
by the Commissioner for Consumer Affairs*

I, Dini Soulio, Commissioner for Consumer Affairs, delegate of the Attorney-General, pursuant to Section 4 of the *Justices of the Peace Act 2005*, do hereby appoint the people listed as Justices of the Peace for South Australia as set out below:

For a period of ten years for a term commencing on 9 May 2023 and expiring on 8 May 2033:

Roxanne WITHERS
Steven Hunter TULLY
Vicki Ann SHAW
Alan Joseph SHARMAN
Shane Anthony SEMMLER
Geoffrey Lewis RICHARDS
Raymond John PITTMAN
Bobbi Jacqueline May PERTINI
Alison Leslie MCGURGAN
Kyung Ok LEWIS
Roger Frederick HOWER
Sandra Dianne HOUSTON
Niyazi GURES
Trevor John GORDON
Bruce Wayne GIBBONS
Errol Peter DUKE
George DEMETRIOU
Brian CHAPMAN
Vicky Michelle CATHRO
Therese Ananda BUTLER
Brian David BUSCUMB
Ian Ross BAUM
Beverley Ann ARNOLD
Christopher John ANDREWS

Dated: 26 April 2023

DINI SOULIO
Commissioner for Consumer Affairs
Delegate of the Attorney-General

LAND ACQUISITION ACT 1969

SECTION 16

*Form 5—Notice of Acquisition***1. Notice of acquisition**

The Commissioner of Highways (the Authority), of 83 Pirie Street, Adelaide SA 5000, acquires the following interests in the following land:

First: Comprising an unencumbered estate in fee simple in that piece of land being portion of Allotment 87 in Deposited Plan 127328 comprised in Certificate of Title Volume 6260 Folio 790, and being the whole of the land identified as Allotment 23 in D131809 lodged in the Lands Titles Office.

Secondly: Comprising an unencumbered estate in fee simple in that piece of land being portion of Section 13 Hundred of Cameron in the area named Nantawarra comprised in Certificate of Title Volume 5530 Folio 816, and being the whole of the land identified as Allotment 22 in D131809 lodged in the Lands Titles Office.

This notice is given under section 16 of the *Land Acquisition Act 1969*.

2. Compensation

A person who has or had an interest consisting of native title or an alienable interest in the land that is divested or diminished by the acquisition or the enjoyment of which is adversely affected by the acquisition who does not receive an offer of compensation from the Authority may apply to the Authority for compensation.

2A. Payment of professional costs relating to acquisition (section 26B)

If you are the owner in fee simple of the land to which this notice relates, you may be entitled to a payment of up to \$10 000 from the Authority for use towards the payment of professional costs in relation to the acquisition of the land.

Professional costs include legal costs, valuation costs and any other costs prescribed by the *Land Acquisition Regulations 2019*.

3. Inquiries

Inquiries should be directed to: Chris Southam
GPO Box 1533
Adelaide SA 5001
Telephone: (08) 7133 2472

Dated: 28 April 2023

The Common Seal of the COMMISSIONER OF HIGHWAYS was hereto affixed by authority of the Commissioner in the presence of:

ROCCO CARUSO
Manager, Property Acquisition (Authorised Officer)
Department for Infrastructure and Transport

LAND ACQUISITION ACT 1969

SECTION 16

*Form 5—Notice of Acquisition***1. Notice of acquisition**

The Commissioner of Highways (the Authority), of 83 Pirie Street, Adelaide SA 5000, acquires the following interests in the following land:

Comprising an estate in fee simple in that piece of land being the whole of Allotment 339 in Filed Plan 19503 comprised in Certificate of Title Volume 5850 Folio 716, subject to the party wall right(s) over the land marked B (TG 9110075), subject to free and unrestricted right(s) of way over the land Marked D, together with party wall right(s) over the land marked A (TG 9110074), together with free and unrestricted right(s) of way over the land Marked C.

This notice is given under section 16 of the *Land Acquisition Act 1969*.

2. Compensation

A person who has or had an interest consisting of native title or an alienable interest in the land that is divested or diminished by the acquisition or the enjoyment of which is adversely affected by the acquisition who does not receive an offer of compensation from the Authority may apply to the Authority for compensation.

2A. Payment of professional costs relating to acquisition (section 26B)

If you are the owner in fee simple of the land to which this notice relates, you may be entitled to a payment of up to \$10 000 from the Authority for use towards the payment of professional costs in relation to the acquisition of the land.

Professional costs include legal costs, valuation costs and any other costs prescribed by the *Land Acquisition Regulations 2019*.

3. Inquiries

Inquiries should be directed to: Petrula Pettas
GPO Box 1533
Adelaide SA 5001
Telephone: (08) 7133 2457

Dated: 2 May 2023

The Common Seal of the COMMISSIONER OF HIGHWAYS was hereto affixed by authority of the Commissioner in the presence of:

ROCCO CARUSO
Manager, Property Acquisition (Authorised Officer)
Department for Infrastructure and Transport

DIT 2022/02749/01

LAND ACQUISITION ACT 1969

SECTION 16

*Form 5—Notice of Acquisition***1. Notice of acquisition**

The Commissioner of Highways (the Authority), of 83 Pirie Street, Adelaide SA 5000, acquires the following interests in the following land:

Comprising an unencumbered estate in fee simple in that piece of land being the whole of Lot 2 in Primary Community Plan 21098 comprised in Certificate of Title Volume 5861 Folio 363.

This notice is given under section 16 of the *Land Acquisition Act 1969*.

2. Compensation

A person who has or had an interest consisting of native title or an alienable interest in the land that is divested or diminished by the acquisition or the enjoyment of which is adversely affected by the acquisition who does not receive an offer of compensation from the Authority may apply to the Authority for compensation.

2A. Payment of professional costs relating to acquisition (section 26B)

If you are the owner in fee simple of the land to which this notice relates, you may be entitled to a payment of up to \$10 000 from the Authority for use towards the payment of professional costs in relation to the acquisition of the land.

Professional costs include legal costs, valuation costs and any other costs prescribed by the *Land Acquisition Regulations 2019*.

3. Inquiries

Inquiries should be directed to: Petrula Pettas
GPO Box 1533
Adelaide SA 5001
Telephone: (08) 7133 2457

Dated: 2 May 2023

The Common Seal of the COMMISSIONER OF HIGHWAYS was hereto affixed by authority of the Commissioner in the presence of:

ROCCO CARUSO
Manager, Property Acquisition (Authorised Officer)
Department for Infrastructure and Transport

DIT 2021/14142/01

LAND ACQUISITION ACT 1969

SECTION 16

*Form 5—Notice of Acquisition***1. Notice of acquisition**

The Commissioner of Highways (the Authority), of 83 Pirie Street, Adelaide SA 5000, acquires the following interests in the following land:

Comprising an unencumbered estate in fee simple in that piece of land being the whole of Allotment 15 in Deposited Plan No 114171 comprised in Certificate of Title Volume 6187 Folio 944.

This notice is given under section 16 of the *Land Acquisition Act 1969*.

2. Compensation

A person who has or had an interest consisting of native title or an alienable interest in the land that is divested or diminished by the acquisition or the enjoyment of which is adversely affected by the acquisition who does not receive an offer of compensation from the Authority may apply to the Authority for compensation.

2A. Payment of professional costs relating to acquisition (section 26B)

If you are the owner in fee simple of the land to which this notice relates, you may be entitled to a payment of up to \$10 000 from the Authority for use towards the payment of professional costs in relation to the acquisition of the land.

Professional costs include legal costs, valuation costs and any other costs prescribed by the *Land Acquisition Regulations 2019*.

3. Inquiries

Inquiries should be directed to: Petrula Pettas
GPO Box 1533
Adelaide SA 5001
Telephone: (08) 7133 2457

Dated: 2 May 2023

The Common Seal of the COMMISSIONER OF HIGHWAYS was hereto affixed by authority of the Commissioner in the presence of:

ROCCO CARUSO
Manager, Property Acquisition (Authorised Officer)
Department for Infrastructure and Transport

DIT 2021/15307/01

NATIONAL GAS (SOUTH AUSTRALIA) LAW

SECTION 294H

Making of National Gas Amendment (East Coast Gas System) Rule 2023

I, Tom Koutsantonis, Minister for Energy and Mining for the Crown in right of the State of South Australia, as the Minister administering the *National Gas (South Australia) Act 2008* of South Australia, hereby make the National Gas Amendment (East Coast Gas System) Rule 2023 under section 294H of the National Gas (South Australia) Law on the unanimous recommendation of the Ministers of the participating jurisdictions sitting as the Ministerial Council on Energy for the purposes of that section.

This Rule has been signed by me for the purposes of identification as the National Gas Amendment (East Coast Gas System) Rule 2023 and unless specified below, commences operation on 4 May 2023.

Division 2 of Part 27 of this Rule commences two months after the commencement date.

Dated: 28 April 2023

HON TOM KOUTSANTONIS MP
Minister for Energy and Mining

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

CORRIGENDUM

In the *South Australian Government Gazette* No. 26 of 20 April 2023, the third notice published under the *Petroleum and Geothermal Energy Act 2000* on page 852 was incorrect. The notice should be replaced with the following:

Grant of Associated Activities Licence—AAL 307
(Adjunct to Petroleum Production Licence PPL 242)

Notice is hereby given that the undermentioned Associated Activities Licence has been granted with effect from 13 April 2023, under the provisions of the *Petroleum and Geothermal Energy Act 2000*, pursuant to delegated powers dated 29 June 2018.

Licence Number	Licensees	Locality	Area in km ²	Reference
AAL 307	Impress (Cooper Basin) Pty Ltd Springfield Oil & Gas Pty Ltd	Cooper Basin	0.110	MER-2023/0048

Description of Areas

All that part of the State of South Australia, bounded as follows:

All coordinates MGA2020, Zone 54

358257.19mE 6951670.89mN
358748.35mE 6951676.59mN
358745.76mE 6951900.47mN

358254.60mE 6951894.79mN
358257.19mE 6951670.89mN

AREA: **0.110** square kilometres approximately

Dated: 13 April 2023

NICK PANAGOPOULOS
A/Executive Director
Energy Resources Division
Department for Energy and Mining
Delegate of the Minister for Energy and Mining

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Temporary Cessation of Suspension
Petroleum Exploration Licence—PEL 182
Petroleum Retention Licences—PEL 183, 184, 185, 186, 187, 188, 189, 190, 207, 208, 209, 245 And 246
Associated Activities Licence—AAL 224*

Pursuant to Section 90 of the *Petroleum and Geothermal Energy Act 2000*, notice is hereby given that the suspension of the following licences has been temporarily ceased, for the period 1 May 2023 to 5 May 2023 inclusive, pursuant to delegated powers dated 29 June 2018.

The expiry date of PEL 182 suspended on 6 September 2022 remains as 15 November 2025.

The expiry date of PRLs 183, 184, 185, 186 187 188 and 189 suspended on 20 March 2023 remains as 2 November 2026.

The expiry date of PRL 190 suspended on 20 March 2023 remains as 1 November 2024.

The expiry date of PRLs 207, 208 and 209 suspended on 20 December 2022 remains as 6 December 2025.

The expiry date of PRLs 245 and 246 suspended on 20 March 2023 remains as 24 June 2027.

The expiry date of AAL 224 suspended on 6 September 2022 remains as 16 November 2023.

Dated: 28 April 2023

NICK PANAGOPOULOS
A/Executive Director
Energy Resources Division
Department for Energy and Mining
Delegate of the Minister for Energy and Mining

RETIREMENT VILLAGES ACT 2016

SECTION 59 (1)

Voluntary Termination of Retirement Village Scheme

TAKE NOTICE that I, **CHRIS PICTON**, Minister for Health and Wellbeing, pursuant to section 59(1) of the *Retirement Villages Act 2016*, **HEREBY TERMINATE** the Roselin Court retirement village scheme situated at 129 First Avenue, JOSELIN, SA and comprising all of the land and improvements in Certificate of Title Register Book Volume 5796 Folio 376. I do so being satisfied for the purposes of section 59(2) of the Act that there are no retirement village residents in occupation. The termination will take effect on the day upon which the retirement village endorsement is cancelled.

Dated: 26 April 2023

CHRIS PICTON
Minister for Health and Wellbeing

ROADS (OPENING AND CLOSING) ACT 1991

SECTION 24

**NOTICE OF CONFIRMATION OF ROAD
PROCESS ORDER**

Road Closure—Washington Street, Port Lincoln

By Road Process Order made on 7 March 2023, the City of Port Lincoln ordered that:

1. Portion of Washington Street, Port Lincoln, situated adjoining the northern boundary of Allotment 229 in Filed Plan 179451, Hundred of Lincoln, more particularly delineated and lettered 'A' in Preliminary Plan 21/0018 be closed.
2. Transfer the whole of the land subject to closure to Milshau Pty Ltd, Nathen John Hood, Carolyn Helen Hood, Warren Craig Hood and Kylie Fay Hood in accordance with the Agreement for Transfer dated 13 February 2023 entered into between the City of Port Lincoln and the abovenamed parties.
3. The following easement is to be granted over portion of the land subject to closure:
Grant to Distribution Lessor Corporation (subject to Lease 8890000) an easement for the transmission of electricity by underground cable over the land marked 'C' in Deposited Plan 128861.

On 2 May 2023 that order was confirmed by the Minister for Planning conditionally upon the deposit by the Registrar-General of Deposited Plan 128861 being the authority for the new boundaries.

Pursuant to section 24 of the *Roads (Opening and Closing) Act 1991*, NOTICE of the order referred to above and its confirmation is hereby given.

Dated: 4 May 2023

B. J. SLAPE
Surveyor-General

2021/12777/01

STATE LOTTERIES ACT 1966 (SA)

Lotteries (General Lotteries) Rules

1. Preliminary

- 1.1. These Rules may be cited as the Lotteries (General Lotteries) Amendment Rules, 2023 (No. 1).
- 1.2. The Lotteries (General Lotteries) Rules made under the *State Lotteries Act 1966* and published in the *Government Gazette* on 11 January 2021 are herein after referred to as the “Principal Rules”.
- 1.3. The Principal Rules are hereby amended effective from 23 May 2023 and these Rules will take effect immediately thereafter, except as provided in these Rules.

2. Amendment of Rules

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

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

Dated: 20 April 2023

HELEN TRACEY SCOTT
Commissioner

Approved,

HON STEPHEN MULLIGAN MP
Treasurer

STATE LOTTERIES ACT 1966

Lotteries (General Lotteries) Rules

This consolidation includes amendments as at 23 May 2023.

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

ARRANGEMENT

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Date of commencement

1. *Preliminary*

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

2. *Interpretation*

- 2.1 In these Rules and in each part of these Rules unless the contrary intention appears:

“Act” means the *State Lotteries Act, 1966* as amended;

“Agent” means a person (other than a Master Agent) authorised by the Master Agent pursuant to the Act and the transaction documents to sell entries to the public in lotteries offered by the Master Agent from time to time;

“Agent's Commission” means a charge determined by the Master Agent to be paid by a player to an Agent and included in the price of each ticket in a lottery and the charge may vary between each type of lottery conducted by SALC through its Master Agent from time to time;

“application form” means an application form for the issue of a Members Club (also known as Easiplay Club) membership card that is completed in either physical form or electronically;

“Autopay period” in relation to any online lottery means the following payment options:

- (a) in the case of cash prizes won on an electronic ticket, to the online account as nominated by a Members Club (also known as Easiplay Club) member, as soon as practicable after the determination of the results of the draw;
- (b) in the case of an unclaimed prize, to the online account as nominated by a Members Club (also known as Easiplay Club) member, as soon as practical after 4 weeks from the draw if not claimed in-store;
- (c) in the case of an unclaimed prize to be made to bank account as nominated by a Members Club (also known as Easiplay Club) member, as soon as practical after 4 weeks from the draw if not claimed in-store;
- (d) in the case of an unclaimed prize to be paid by cheque as nominated by a Members Club (also known as Easiplay Club) member, as soon as practicable after 8 weeks from the draw if not claimed in-store;
- (e) in the case of an unclaimed prize won on a multi-week entry purchased by a Members Club (also known as Easiplay Club) member, as soon as practicable after the results of the final draw as shown on the ticket using the payment methods and timeframes outlined in (a), (b), (c), or (d);
- (f) in the case of a prize less than the amount determined by the Master Agent, the prize will not autopay in accordance with methods (d) or (e) until a subsequent prize is won bringing the consolidated prize amount above the amount determined by the Master Agent, and payment will then be made. In the event that a subsequent prize is not won and autopaid within 12 months, the prize will be forfeited;
- (g) in all other cases, as soon as practicable after 4 weeks from determination of the results of the draw;

or such other period as determined by the Master Agent;

“bearer” means:

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

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

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

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

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

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

“Draw” includes a draw, determination or series;

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

“electronic ticket” means a ticket or confirmation of order in an online lottery generated at the selling point of an internet site that is linked to a central computer system used in the Master Agent's business to generate and/or validate tickets upon acceptance of an electronic request for entry;

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

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

“game” means:

- (a) any one of the game panels of a coupon or other request for entry on which number selections may be made;
 - (b) any one of the game panels of a ticket or electronic record of entry on which number selections are recorded; or
 - (c) any one of the game panels on an Instant Scratch-Its ticket, as the case may be (and “panel” and “set” have a corresponding meaning);
- “Head Office” means the principal place of business of the Master Agent;
- “Lottery” means a lottery as defined by the Act and conducted by SALC through its Master Agent from time to time;
- “Lottery Rules” means these Rules and the Rules applicable to the different types of lotteries conducted by SALC through its Master Agent from time to time;
- “Master Agent” means Tatts Lotteries SA Pty Ltd as exclusive master agent of SALC, to:
- (a) sell entries and pay prizes associated with those entries in lotteries operated by SALC from time to time;
 - (b) appoint Agents; and
 - (c) authorise the premises at which Agents may sell tickets for the purposes of section 19(10) of the Act.
- “Members Club member” (also known as Easiplay Club Member) means a player whose personal details have been provided to the Master Agent and have been recorded for the purpose of providing a player registration service to the player;
- “minor” means a minor as defined by the Act;
- “online lottery” means a lottery in which the Master Agent generates a ticket through a selling point terminal;
- “player” means, in relation to a lottery, a person who purchases and receives a ticket;
- “price” in relation to an entry or a gift voucher means the entry fee or purchase price, the Agent’s Commission and any handling fee for an electronic request paid on request of an entry or purchase of a gift voucher;
- “printed ticket” means a ticket in an online lottery generated by a selling point terminal upon acceptance of a coupon or verbal request for entry.
- “SALC” means the Lotteries Commission of South Australia;
- “selling point” means an Agent’s place of business or an internet site that is linked to a central computer system, or any other computer system used in the Master Agent’s business to process requests for entries, where the price may be paid or received, or such other place as determined by the Master Agent;
- “selling point terminal” means the computer equipment located at an Agent’s place of business, an internet site that is linked to a central computer system used in the Master Agent’s business to generate and/or validate tickets, or such other place as determined by the Master Agent;
- “sports lottery” means a sports lottery as defined by the Act;
- “symbol” includes an amount, number, picture, word or any other representation (but excludes any security code) appearing on an entry;
- “syndicate entry” means an entry relating to one or more lotteries that is divided into a number of equal shares;
- “syndicate player” means a person who is the bearer of a valid syndicate share;
- “syndicate share” means a share of a syndicate entry;
- “syndicate share price” means the price payable by a syndicate player to participate in a syndicate entry, rounded as necessary to the nearest whole cent in accordance with these Rules;
- “ticket” means either:
- (a) a printed ticket, including a ticket evidencing a syndicate share;
 - (b) an electronic ticket; or
 - (c) a ticket in an Instant Scratch-Its lottery, as defined in the Lotteries (Instant Scratch-Its) Rules;
- “ticket checker” means a reading device provided at an agency to allow players to determine the prize status of a printed ticket or an Instant Scratch-Its ticket;
- “Ticket Packs” means a selection of tickets promoted from time to time that includes tickets from a variety of lotteries;
- “traditional lottery” means a lottery in which a maximum number of entries is offered for sale and the prize winning entries are ascertained at such time and in such manner as the Master Agent determines;
- “transaction documents” means the documents executed by the Master Agent to facilitate its appointment as the exclusive Master Agent to operate SALC’s brands and products.

2.2 Unless the contrary intention appears:

- 2.2.1 headings are for convenient reference only and do not limit or extend the meaning of the language of the provisions to which they refer;
- 2.2.2 words in the singular number include the plural and vice versa; and
- 2.2.3 words importing a gender include any other gender.

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

3. *General*

- 3.1 SALC may at any time amend or abrogate all or part of the Lottery Rules, whether or not an entry has been accepted or prize winning entries have been determined.
- 3.2 The Lottery Rules may be made public by such means as determined by the Master Agent.

- 3.3 By submitting a request for an entry (whether by coupon, verbal or electronic), a player will be deemed to agree to be bound by the Lottery Rules. If a ticket is issued, it will be on the basis that the player is so bound.
- 3.4 Where applicable, the Lottery Rules are to be read in conjunction with and as part of any Bloc Agreement entered into by SALC for the conduct of any Bloc lottery. If there is any inconsistency between a Bloc Agreement and the Lottery Rules, the provisions of the Lottery Rules will prevail.
- 4. *Agents*
 - 4.1 Subject to the terms of any agreement between the Master Agent and SALC, the Master Agent:
 - 4.1.1 may receive an application in such form as it determines from a party interested in being appointed an Agent for the purpose of selling tickets in lotteries conducted by SALC through its Master Agent;
 - 4.1.2 will consider and accept or reject such application without being liable to give any reason for its decision;
 - 4.1.3 may appoint an Agent on such terms as the Master Agent determines; and
 - 4.1.4 subject to any other statutory or contractual provision, may terminate the appointment summarily, if the application is subsequently found to have been completed dishonestly, incorrectly or inadequately.
 - 4.2 An Agent:
 - 4.2.1 will be an Agent only for the purpose of selling tickets in lotteries conducted by SALC through its Master Agent and will not have the power to pledge either the Master Agent's or SALC's credit;
 - 4.2.2 must sign an agreement as specified by the Master Agent;
 - 4.2.3 must comply with any directions or requirements issued by the Master Agent (in writing or otherwise) concerning conduct of the Agent's business, including sale and return of tickets, selling point terminal operation, and provision of such details or returns of information or money or compliance with such performance criteria as the Master Agent requires; and
 - 4.2.4 who breaches the said agreement or the Lottery Rules may at any time;
 - 4.2.4.1 have its appointment terminated by the Master Agent in accordance with the transaction documents; or
 - 4.2.4.2 be suspended for such period and on such terms and conditions as the Master Agent determines.
 - 4.3 A player who requests an entry in a lottery must pay the price at the time of purchase of the ticket.
 - 4.4 Principal and Agent
 - 4.4.1 An Agent who is paid an Agent's Commission will be the player's agent for the purpose of submitting a request for entry to the Master Agent.
 - 4.4.2 SALC (excluding the Master Agent) may deal with a player as principal. A player who uses an Agent will be bound by all the Agent's acts or omissions.
 - 4.4.3 Use of an Agent does not exempt a player from observing these Rules.
 - 4.4.4 If the Master Agent sells an entry or issues a ticket to a player it will be deemed to be acting as an agent for the purpose of these Rules in determining its relationship to the player.
- 5. *Liability*
 - 5.1 The player:
 - 5.1.1 will accept all risks, losses, delays, errors or omissions that might occur in the course of delivery to the Master Agent of any request for entry, whether electronically, through an Agent or by any other means; and
 - 5.1.2 must ensure that any coupon or electronic request submitted for entry is completed in accordance with these Rules and acknowledges that neither the Master Agent nor the Agent has any responsibility to check the same when accepting it.
 - 5.2 Receipt of a ticket (whether issued as a result of a coupon, verbal or electronic request) by a player constitutes an acknowledgment that the symbols and other details it contains are the player's selections. A player who does not immediately notify the selling point terminal operator of any error will be deemed to have accepted that the symbols and other details are their selections. No coupon or other evidence will thereafter be valid for the purposes of proving an entry in a draw.
 - 5.3 If details on a ticket in a lottery differ from the central computer record of that ticket, the central computer record will be the sole determinant in identifying what prize (if any) is payable in respect of the ticket.
 - 5.4 Neither SALC nor the Master Agent will be liable where an Agent has altered a coupon in any way without the player's authority.
 - 5.5 Neither SALC, the Master Agent, an Agent, nor an employee or agent of any of them, will be liable:
 - 5.5.1 if a selling point terminal fails to read a coupon and operator intervention is required to correctly process the coupon or if an operator incorrectly keys into the selling point terminal from the player's verbal or coupon selections any number(s) not selected by the player; or
 - 5.5.2 for any loss, damage, injury or expense sustained by a player by reason of any act, neglect, omission, delay or failure:
 - 5.5.2.1 to forward to the Master Agent any request for entry in any lottery;
 - 5.5.2.2 to properly validate, process or enter a request for entry in any particular draw;
 - 5.5.2.3 for any assistance given in completing an application form, coupon or other form; or
 - 5.5.2.4 to properly or accurately process any request by a player to participate in any lottery conducted by SALC through its Master Agent,

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

5.6 In respect of:

- 5.6.1 any representation made by an employee or any other person on SALC's or the Master Agent's behalf;
- 5.6.2 loss or damage arising from an unlawful act by an employee or agent of SALC, the Master Agent or a third party;
- 5.6.3 fire, flood, tempest, storm, riot, civil commotion, lockouts or strikes in respect of which a claim is made;
- 5.6.4 any failure of or malfunction in any selling point terminal or central computer system used in the Master Agent's business, an Agent or any person on either's behalf, in respect of which a claim is made; or
- 5.6.5 subject to Rule 6.6, a cancelled entry;

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

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

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

6. *Entry and Tickets*

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

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

 - 6.8.3 a full refund of the price of the ticket or, in the case of a Keno, a consecutive draw entry, the price of the undrawn portion of the ticket; or
 - 6.8.4 for all lotteries, excluding Keno, a further ticket in exchange for the returned ticket.
- 6.9 A player who requests to return an Instant Scratch-Its ticket must apply to the selling Agent at the time of purchase. The selling Agent may at its absolute discretion accept or reject the return of the Instant Scratch-Its ticket. On return of an Instant Scratch-Its ticket, a player will be entitled at their option to:
 - 6.9.1 a full refund of the price of the Instant Scratch-Its ticket; or
 - 6.9.2 a further Instant Scratch-Its ticket of the same monetary value in exchange for the returned Instant Scratch-Its ticket.
- 6.10 A ticket must not be altered. Any alteration will have no validity for any purpose.
- 6.11 No cash refund will be made except as provided under these Rules.

- 6.12 A player may be entitled to purchase a 'best pick' entry, as determined by the Master Agent, whereby the selling point terminal will select and optimise the mix of standard entries based on the amount and games specified by the player across the lotteries conducted by SALC through its Master Agent, equivalent or as close as possible to the nominated dollar amount. The Master Agent will determine the minimum dollar value required for the game options selected.
7. *Electronic Request for Entry*
- 7.1 A player cannot submit a request for entry to the Master Agent or an Agent by post.
- 7.2 A player who sends a request for entry to the Master Agent or an Agent electronically must:
- 7.2.1 do so prior to the close of acceptance of entries for the draw of the lottery to which it relates;
- 7.2.2 comply with all laws of any applicable jurisdiction regulating lotteries of the type in which the player seeks to participate; and
- 7.2.3 in the case of an electronic request for entry:
- 7.2.3.1 first establish an account for use in connection with the player's participation in the lottery; and
- 7.2.3.2 have sufficient funds held in credit in the account to pay the price of any entry requested.
- 7.3 The Master Agent or an Agent may refuse to accept a request for entry received electronically that:
- 7.3.1 does not comply with the Lottery Rules; or
- 7.3.2 is not accompanied by full payment of the price.
- 7.4 A request for entry received electronically may, at the absolute discretion of the Master Agent or an Agent;
- 7.4.1 be entered in the draw(s) nominated by the player;
- 7.4.2 if not received in time for it to be processed for participation in a particular draw(s), be entered in the next draw(s) of the same lottery;
- 7.4.3 if accompanied by payment other than in cash be entered in the next available draw(s) of the lottery for which it is intended after full payment is credited to the account of the Master Agent or an Agent, as the case may be; or
- 7.4.4 in any other case, be entered in the draw(s) current at the date on which the Master Agent or an Agent processes the entry.
8. *Syndicate Entry*
- 8.1 A syndicate entry may be formed for each lottery or a combination of each and any of the lotteries by:
- 8.1.1 the Master Agent ("central syndicate");
- 8.1.2 the Agent ("store syndicate"); or
- 8.1.3 a group of two (2) or more Agents ("group syndicate").
- 8.2 If a syndicate share remains unsold 10 minutes prior to the close of acceptance of entries for the first draw applicable to the syndicate entry, the syndicate share is automatically issued:
- 8.2.1 for a store syndicate to the Agent that formed the syndicate entry;
- 8.2.2 for a group syndicate;
- 8.2.2.1 to the Agent who is responsible for the sale of the syndicate share; or
- 8.2.2.2 cancelled by an Agent; or
- 8.2.2.3 in accordance with Rule 8.2.3.2 if the Master Agent participated in the syndicate and was responsible for the sale of the relevant syndicate share;
- 8.2.3 for a central syndicate;
- 8.2.3.1 to the Agent who cancelled the syndicate share if the syndicate share was sold and then cancelled by an Agent; or
- 8.2.3.2 to a person (at no cost to that person) who is at that time a Members Club (also known as Easiplay Club) member and to whom the selling point terminal randomly registers the syndicate share;
- 8.3 If a syndicate share is issued under Rule 8.2.1, 8.2.2.1, 8.2.2.2, or 8.2.3.1 the Master Agent will collect the amount owing for the syndicate share from the Agent to whom the syndicate share is issued under this Rule.
- 8.4 A syndicate player must pay the syndicate share price in respect of each syndicate share at the time of purchase by the syndicate player (except for syndicate shares issued under Rule 8.2.3.2).
- 8.5 A syndicate entry will be cancelled if all syndicate shares remain unsold prior to the close of acceptance of entries for the first draw applicable to the syndicate entry.
9. *Members Club (also known as Easiplay Club)*
- 9.1 To become a Members Club (also known as Easiplay Club) member, an applicant must complete a current application form and forward it to the Master Agent either directly or through any Agent's place of business.
- 9.2 The Master Agent may impose membership charges as it determines at any time. Prior to the imposition or any change to such a charge, the Master Agent will provide notification to players.
- 9.3 The Master Agent will be entitled to assume that any Members Club (also known as Easiplay Club) member or any applicant for Members Club (also known as Easiplay Club) membership is not a minor. An Members Club (also known as Easiplay Club) member or an applicant for Members Club (also known as Easiplay Club) membership must provide such evidence of their age as the Master Agent requires. If the Master Agent subsequently ascertains that Members Club (also known as Easiplay Club) membership has been issued to a minor, the Master Agent will cancel such membership and, in accordance with these Rules, decline to pay any prize that would otherwise have been payable.

- 9.4 An Agent, to whom a duly completed application form is submitted, together with such evidence of the applicant's age as the Agent may require, will forthwith issue an Members Club (also known as Easiplay Club) temporary membership slip to the applicant for immediate use. The autopay facility will be activated once the Members Club (also known as Easiplay Club) application form is processed and accepted by the Master Agent.
- 9.5 Once a duly completed application form has been processed and accepted by the Master Agent, the member's personal details will be included in the Members Club (also known as Easiplay Club) database and an actual or electronic Members Club (also known as Easiplay Club) card will be issued and details provided to the member. Subject to the issuing conditions, the card will be evidence of Members Club (also known as Easiplay Club) membership.
- 9.6 An Members Club (also known as Easiplay Club) member must ensure that the Master Agent is advised of any changes to details held in the Members Club (also known as Easiplay Club) database. When requested by the Master Agent, an Members Club (also known as Easiplay Club) member must notify the Master Agent of a change of details. Neither the Master Agent nor any Agent will be liable to make good any loss incurred in respect of any prize forwarded to an address shown in the Members Club (also known as Easiplay Club) database at the time of expiration of the relevant claim period.
- 9.7 The Master Agent will maintain a record of the information provided by each Members Club (also known as Easiplay Club) member and will be permitted to use that information for the purpose of distributing advertising material and similar information. An Members Club (also known as Easiplay Club) member who does not want to receive such material or information must advise the Master Agent in writing. The Master Agent will use its best endeavours to protect each member's personal information and maintain the highest level of confidentiality.
- 9.8 The Master Agent shall be entitled to refuse a new membership or cancel an existing membership, for whatever reason, without the requirement to outline the reasons for such refusal or cancellation.
- 9.9 Once the Master Agent has paid a prize won on a ticket purchased on presentation of an Members Club (also known as Easiplay Club) membership card, there will be no further claim to that prize.
- 9.10 If a player who complies with the requirements of these Rules reports that a winning ticket is lost, the Master Agent may decline to pay the prize to the ticket's bearer.
- 9.11 If a person ("the bearer") lodges a printed ticket that bears the name of an Members Club (also known as Easiplay Club) member ("the member") with the Master Agent for payment of a prize, but the bearer fails to produce the corresponding Members Club (also known as Easiplay Club) membership card, the Master Agent will invite the bearer to provide a statutory declaration and such other documentation as the Master Agent requires to determine the rightful owner of the printed ticket.
- 9.11.1 If the Master Agent is satisfied that the bearer is the rightful owner of the printed ticket, and the prize has not been autopaid to the member in accordance with Rule 12.15, the Master Agent will pay the prize to the bearer and neither the member nor any other person will have any claim in respect of the printed ticket.
- 9.11.2 A decision by the Master Agent under this Rule is final and without appeal. The Master Agent has no obligation beyond the strict requirements of this Rule to provide a right to be heard in relation to its decision.
- 9.12 The procedure under Rule 9.11 is not available to a ticket's bearer after expiration of the Autopay period as determined by the Master Agent. After expiration of that period any prize payable in respect of the ticket will only be paid to the member whose name first appears on the application form.
- 9.13 If:
- 9.13.1 a prize is won on a ticket purchased on presentation of an Members Club (also known as Easiplay Club) membership card; and
- 9.13.2 the ticket's bearer has not claimed the prize at the expiration of the Autopay period,
- the Master Agent will pay the prize into the account nominated by the member or by such other means as determined by the Master Agent. Thereafter, the ticket's bearer will have no claim to the prize.
10. *Gift Vouchers*
- 10.1 The Master Agent may make available to players the purchase of gift vouchers for such defined value(s) as determined by the Master Agent from time to time.
- 10.2 The price of a gift voucher must be paid in Australian currency, by credit card, by funds transfer from a player's account or by such other means as the Master Agent determines. Payment must be made at the time of requesting the gift voucher.
- 10.3 The Master Agent may include a security code on any part of the gift voucher for the purpose of identifying counterfeit or reconstituted gift vouchers.
- 10.4 A security code may be:
- 10.4.1 symbols or other markings; and
- 10.4.2 printed, stamped, embossed or otherwise shown on the gift voucher.
- 10.5 A gift voucher can only be presented once for redemption unless otherwise determined by the Master Agent.
- 10.6 Gift vouchers must be redeemed within twelve months of their date of issue or such other period as determined by the Master Agent.
- 10.7 A gift voucher will not be redeemable for cash.
- 10.8 Any player who claims to be entitled to redeem a gift voucher but:
- 10.8.1 whose gift voucher has not been identified by a central computer system used in the Master Agent's business as a validly issued gift voucher; or
- 10.8.2 considers that their gift voucher has been incorrectly evaluated by the Master Agent;
- may lodge a claim with the Master Agent.
- 10.9 A claim under Rule 10.8:

- 10.9.1 may be lodged with the Master Agent either personally or by registered mail;
- 10.9.2 must reach the Master Agent within the period specified for the redemption of a gift voucher;
- 10.9.3 must be accompanied by the gift voucher in question and proof of purchase, clearly endorsed with the claimant's full name and address; and
- 10.9.4 if posted, must be accompanied by a self-addressed envelope bearing the correct postage.
- 10.10 The Master Agent:
 - 10.10.1 will not be obliged to recognise any claim not identified by a central computer system used in the Master Agent's business within the period specified for the redemption of a gift voucher; and
 - 10.10.2 may in its absolute discretion accept or refuse to accept a claim in whole or in part.
- 11. *Disqualifications*
 - 11.1 Notwithstanding that:
 - 11.1.1 acceptance of entries into a lottery has closed;
 - 11.1.2 a ticket may have issued; or
 - 11.1.3 the draw has occurred in respect of which the ticket is entered

an entry in a lottery may be disqualified and no prize claim shall be made in respect of it, if the Master Agent is of the opinion that it should be so disqualified. Any ticket which has issued in respect of an entry in a lottery which is disqualified shall automatically be cancelled.
 - 11.2 The reasons for disqualification may include but are not limited to:
 - 11.2.1 failure to pay the full price of entry;
 - 11.2.2 reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
 - 11.2.3 reasonable suspicion of unauthorised use of a selling point terminal or central computer system used in the Master Agent's business; or
 - 11.2.4 any other breach of these Rules which justifies disqualification.
 - 11.3 The Master Agent shall use its best endeavours to notify a player whose name and address is known to the Master Agent that an entry has been disqualified and the reason therefor and the Master Agent shall refund to the player any price paid. Where the Master Agent does not know the name and address of a player, the Master Agent shall publicise, in a manner determined by the Master Agent, the disqualification of such an entry.
 - 11.4 If an entry which would otherwise be eligible for a prize, is disqualified during the claim period then the value of the remaining prizes shall be varied to take into account such disqualification.
- 12. *Payment of Prizes*
 - 12.1 The Master Agent's records as to payment of prizes in respect of a ticket shall be conclusive.
 - 12.2 No prize will bear interest as against SALC or the Master Agent.
 - 12.3 Any prize won on a syndicate share entry will be payable to the bearer of the syndicate share entry to the extent of the bearer's entitlement as appears on the syndicate share entry, rounded in each division to the nearest whole cent above or below the bearer's syndicate share of the actual prize otherwise payable, with any resulting surplus being paid into the Division 1 prize pool, and any shortfall being drawn from the Division 1 prize pool.
 - 12.4 Payment of prizes won on printed tickets or Instant Scratch-Its tickets:
 - 12.4.1 greater than \$5000 or such other amount as the Master Agent determines may be made by electronic funds transfer or by such other means as the Master Agent determines. Such prizes must be claimed at Head Office (unless an Agent has obtained prior approval from the Master Agent to make a cash payment).
 - 12.4.2 greater than \$500 but equal to or less than \$5000 or such other amount as the Master Agent determines (either generally or in relation to a particular lottery) may be made in cash (except where the prize may be a free ticket), by electronic funds transfer or by such other means as the Master Agent determines. Such prizes may be claimed at Head Office or at an agency with the means to make a cash payment.
 - 12.4.3 equal to or less than \$500 or such other amount as the Master Agent determines shall be payable in cash (except where the prize may be a free ticket), by electronic funds transfer or by such other means as the Master Agent determines by Head Office, or in cash by any Agent.
 - 12.5 Payment of cash prizes won on an electronic ticket will be paid by electronic funds transfer directly into the account established for use in connection with the player's participation in electronic requests.
 - 12.6 A handling fee (which may include postage costs and a processing fee) will be charged in each case as the Master Agent determines for payment of prizes won on printed tickets or Instant Scratch-Its tickets by electronic funds transfer or such other manner as the Master Agent determines. The handling fee will be deducted from the prize.
 - 12.7 A non-refundable claim administration fee as determined by the Master Agent may be required to accompany a claim for an ex gratia payment under section 16D of the Act.
 - 12.8 The applicant for payment of a prize must provide their name and address:
 - 12.8.1 for payment of a prize greater than \$5000 (or such other amount as provided by law) in any online lottery;
 - 12.8.2 for payment of any prize to be paid by electronic funds transfer; or
 - 12.8.3 in any other case as required by the Master Agent.
 - 12.9 A printed ticket or Instant Scratch-Its ticket forwarded by post for payment of a prize must have the winner's name and address completed on its reverse.
 - 12.10 A prize claim incomplete in any detail required by the Master Agent may be rejected.

- 12.11 The Master Agent may decline to pay a prize in respect of any ticket presented as evidence of a winning entry if, in the Master Agent's opinion:
- 12.11.1 the ticket was purchased by a minor or an Members Club (also known as Easiplay Club) membership card issued to a minor was submitted at the time of purchase of the ticket;
 - 12.11.2 any number or security marking on the ticket has been tampered with in any way; or
 - 12.11.3 the ticket has been stolen, mutilated, altered, defaced or is counterfeit, misprinted, illegible, incomplete or defective in any way; or
 - 12.11.4 the ticket was found to have been purchased fraudulently,
- and furthermore, the Master Agent shall retain such a ticket for such period as the Master Agent determine.
- 12.12 A ticket that has been recorded as cancelled on a central computer system used in the Master Agent's business will be of no validity in claiming a prize. The player will have no claim against SALC or the Master Agent (whether such cancelled recording is at the player's request or due to a computer system malfunction, operator error or otherwise). A ticket incorrectly recorded on a central computer system used in the Master Agent's business will be deemed cancelled. The Master Agent will determine whether a ticket has been correctly recorded.
- 12.13 A ticket identified by a central computer used in the Master Agent's business system as a prize winning ticket may, after evaluation by a selling point terminal and payment of the prize, be retained by the Master Agent for such period as the Master Agent determine.
- 12.14 Where a prize winning ticket processed in accordance with these Rules is acknowledged by a central computer system used in the Master Agent's business to contain an entry in any online lottery that has not yet been drawn or conducted, the selling point terminal operator will:
- 12.14.1 for all online lotteries, excluding Keno, issue an exchange ticket to the bearer; and
 - 12.14.2 for Keno, cancel the remaining entries in accordance with Rule 6.8.
- Should an exchange ticket be issued, it will contain the same selections and specify the remaining draw numbers in which it will be entered.
- 12.15 Subject to Rule 9.11, a Members Club (also known as Easiplay Club) member who has not claimed a prize within the Autopay period will be paid by the nominated prize payment method for the prize in favour of the name and details on the Members Club (also known as Easiplay Club) database at the time of issue, provided that:
- 12.15.1 in the Master Agent's opinion, the name and details are adequate to ensure safe delivery; and
 - 12.15.2 the net amount of the payment payable to the player exceeds the handling fee as determined by the Master Agent.
- 12.16 A claim for a prize already paid by the Master Agent will not be considered.
- 12.17 Subject to the provisions of the Act, a claim for a prize received by the Master Agent outside the relevant claim period will not be considered, nor will the Master Agent accept or recognise any reason for late lodgement or receipt of a claim.
- 12.18
- a) Prizes in a lottery, other than a special appeal lottery, not collected or taken delivery of within 12 months of the date of the draw or such other date as SALC determines, will be forfeited in accordance with the Act.
 - b) Prizes in a special appeal lottery not collected or taken delivery of within the period specified by the Minister will be payable to the beneficiary or beneficiaries of the net proceeds of the special appeal lottery, in the proportions specified by the Minister.
13. *Syndicates and Payment of Prizes to Bearer*
- 13.1 Except as otherwise provided by these Rules, the bearer of a ticket that is evidence of a winning entry will be regarded as its owner and will be paid the prize upon the ticket's redemption, notwithstanding:
- 13.1.1 any name on the ticket;
 - 13.1.2 any name on an application form for an Members Club (also known as Easiplay Club) membership card submitted at the time of purchase of the ticket;
 - 13.1.3 any name and address in the database for an Members Club (also known as Easiplay Club) membership card submitted at the time of purchase of the ticket;
 - 13.1.4 that a person has reported the ticket's loss to the Master Agent;
 - 13.1.5 that the Master Agent has had notice that someone other than the ticket's bearer may have a claim in respect of the prize won by the ticket; or
 - 13.1.6 that payment is made to a person not named on an application form for a Members Club (also known as Easiplay Club) membership card submitted at the time of purchase of the ticket.
- Payment of any prize to the bearer of the ticket will be deemed a full and final discharge of the Master Agent's liability in respect of the ticket.
- 13.2 The Master Agent will not be bound:
- 13.2.1 by any agreement made between any syndicate or group participants other than an agreement between the Master Agent and a player in a central syndicate; or
 - 13.2.2 to take notice or to see to the execution of any trust whether express, implied or constructive to which a ticket may be subject.
14. *Cancellation of Lottery or Ticket*
- 14.1 The Master Agent may in respect of any lottery conducted by SALC through its Master Agent:
- 14.1.1 cancel the lottery;
 - 14.1.2 cancel any ticket without cancelling the lottery to which it relates; or
 - 14.1.3 recall any Instant Scratch-Its ticket(s) and cancel the remainder of the series of which they are part,

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

14.2 If the Master Agent cancels a lottery it may:

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

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

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

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

14.3.1 repay the price of the ticket; or

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

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

SCHEDULE

Date of operation of these Rules:

23 May 2023

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STATE LOTTERIES ACT 1966 (SA)

Lotteries (Lucky Lotteries) Rules

1. Preliminary

1.1. These Rules may be cited as the Lotteries (Lucky Lotteries) Amendment Rules, 2023 (No. 1).

1.2. The Lotteries (Lucky Lotteries) Rules made under the *State Lotteries Act 1966* and published in the *Government Gazette* on 27 March 2017 are herein after referred to as the "Principal Rules".

1.3. The Principal Rules are hereby amended effective from 23 May 2023 and these Rules will take effect immediately thereafter, except as provided in these Rules.

2. Amendment of Rules

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

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

Dated: 20 April 2023

HELEN TRACEY SCOTT
Commissioner

Approved,

HON STEPHEN MULLIGAN MP
Treasurer

STATE LOTTERIES ACT 1966

Lotteries (Lucky Lotteries) Rules

This consolidation includes amendments as at 23 May 2023.

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

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Schedule 1

Ticket pool and prize structure for Lucky Lotteries Super Jackpot

Schedule 2

Ticket pools and prize structure for Lucky Lotteries Mega Jackpot

Schedule 3

Date of commencement

1. *Preliminary*

- 1.1. These Rules may be cited as the Lotteries (Lucky Lotteries) Rules.
- 1.2. These Rules will come into operation on the date specified in the Schedule to these Rules.
- 1.3. These Rules are to be read in conjunction with and are subject to the Lotteries (General) Rules.
- 1.4. These Rules apply to the lottery known as "Lucky Lotteries" and includes Lucky Lotteries Super Jackpot and Lucky Lotteries Mega Jackpot.

2. *Interpretation*

- 2.1. In these Rules and in each part of these Rules unless the contrary intention appears:

"Bloc members" means the parties from time to time to the Bloc Agreement entered into by SALC with other lottery operators for the promotion, conduct and sale of tickets in Lucky Lotteries on a joint basis with a common winning number determination and a declaration of a common prize pool based on the equal participation of all players in the aggregated prize pool;

"claim period" means the period commencing at midnight on the day of determination of the draw results and ending on the 14th day thereafter;

"consolation prize" means the prize won in a Draw of Lucky Lotteries Super Jackpot or Lucky Lotteries Mega Jackpot in accordance with Schedule 1 and Schedule 2 respectively; for a ticket with a six (6) digit number occurring in sequence immediately before or after the winning number;

"drawing equipment" means the random number generator or other approved drawing device operated by Golden Casket Lottery Corporation Limited on behalf of the Master Agent for ascertaining the winning number(s);

"jackpot fund contribution" means the amount that will be set aside to fund the guaranteed minimum jackpot prize as set out for a Draw of Lucky Lotteries Super Jackpot in accordance with Schedule 1 or for Lucky Lotteries Mega Jackpot in accordance with Schedule 2;

"jackpot increment" means the amount the jackpot will increase if the jackpot prize is not won as set out for a Draw of Lucky Lotteries Super Jackpot in accordance with Schedule 1 or for Lucky Lotteries Mega Jackpot in accordance with Schedule 2;

“jackpot number” means the six (6) digit number selected in a Draw by the drawing equipment after the selection of the winning number(s) in that Draw;

“jackpot prize” means the prize in respect of an entry containing the jackpot number that is also a winning number and being the amount specified in Schedule 1 in respect of an entry in Lucky Lotteries Super Jackpot or Schedule 2 in respect of an entry in Lucky Lotteries Mega Jackpot;

“number” means a six (6) digit number from:

- (a) 000,001 to 270,000 for Lucky Lotteries Super Jackpot;
- (b) 000,001 to 200,000 for Lucky Lotteries Mega Jackpot;

guaranteed in the manner described in section 3;

“ticket pool” means the number of tickets in a Draw of Lucky Lotteries Super Jackpot and Lucky Lotteries Mega Jackpot in accordance with Schedule 1 and Schedule 2 respectively;

“winning number” is one of the six (6) digit numbers selected in a Draw by the drawing equipment in respect of each prize, except for the jackpot prize and consolation prize.

3. *General*

- 3.1. Each ticket in each Draw will be identified by a unique ticket number.
- 3.2. There will be a limit to the maximum number of tickets that can be issued to a player in each Draw, and the Master Agent may decline to issue more than 2,000 tickets to a player in any one Draw.
- 3.3. A player may request that an entry be issued in advance of a current Draw. The maximum number of advance Draws in which an entry can be issued will be as determined by the Master Agent and notified to players.
- 3.4. A player may enter a Draw by:
 - 3.4.1. submitting a coupon provided for that purpose from time to time by the Master Agent, together with an Easiplay Club membership card if applicable; or
 - 3.4.2. making a verbal or electronic request at the selling point, together with providing an Easiplay Club membership card if applicable.
- 3.5. In the case of a coupon:
 - 3.5.1. a player must mark a coupon in accordance with the instructions appearing on the coupon. No other mark will be accepted. All marks on a coupon must be legible and if a coupon cannot be read by a selling point terminal, it will be rejected. A coupon must not be marked in red.
 - 3.5.2. If a player marks more than the number of squares specified in the instructions appearing on the coupon, a ticket will not be issued until the player has nominated the incorrect selection(s) to be removed. The player may be required to complete another coupon.

4. *Supervision of Draw*

- 4.1. The drawing of the winning number(s) will be conducted in such manner as agreed by the Master Agent and:
 - 4.1.1. should be conducted and supervised in accordance with the requirements of the relevant regulatory body for the State in which the Draw is conducted; and
 - 4.1.2. will be final for the purpose of determining the prize winner(s) for that Draw.
- 4.2. The total amount of the prize pool will be as set out in Schedule 1 in respect of Lucky Lotteries Super Jackpot and Schedule 2 in respect of Lucky Lotteries Mega Jackpot.

5. *Determination of Winning Number(s)*

- 5.1. Each Draw will be identified by a Draw number.
- 5.2. Each Draw will be conducted using drawing equipment as the Master Agent determines. A Draw will be conducted on the day and at the time determined by the Master Agent when all numbers available for sale in a Draw have been sold in respect of that Draw.
- 5.3. The Master Agent will publicly advise when a Draw is to be conducted.
- 5.4. The winning numbers in a Draw are determined by the drawing equipment randomly selecting the required six (6) digit numbers equivalent to the number of prizes available to be won as set out in Schedule 1 for Lucky Lotteries Super Jackpot and Schedule 2 for Lucky Lotteries Mega Jackpot.
- 5.5. The jackpot number in a Draw is determined by the drawing equipment randomly selecting one unique six (6) digit number from the selected range of numbers.

6. *Publication of Results*

- 6.1. The Master Agent will publish the results of each Draw as soon as practicable after each Draw.
- 6.2. The information published may include:
 - 6.2.1. the winning numbers and the jackpot number for each Draw;
 - 6.2.2. the amount of the prizes, which will be as specified in Schedule 1 for Lucky Lotteries Super Jackpot and Schedule 2 for Lucky Lotteries Mega Jackpot;
 - 6.2.3. the date(s) from which the prize(s) will be paid;
 - 6.2.4. the date the claim period expires; and
 - 6.2.5. the guaranteed jackpot prize for the next Draw.

7. *Prize Pool Structure*

- 7.1. Prizes will be distributed in accordance with:
 - 7.1.1. Schedule 1 for Lucky Lotteries Super Jackpot; and
 - 7.1.2. Schedule 2 for Lucky Lotteries Mega Jackpot.

- 7.2. In a Draw:
- 7.2.1. a prize is won by a ticket in that Draw that contains a winning number;
 - 7.2.2. a consolation prize is won by a ticket in that Draw that contains;
 - 7.2.2.1. a number that occurs in sequence either immediately before or immediately after, a winning number, as the case may be, except that:
 - 7.2.2.1.1. if the number “000,001” in a ticket pool is a winning number then the number “000,002” will win two consolation prizes; and
 - 7.2.2.1.2. if the highest number of the ticket pool is a winning number then the second highest number of the ticket pool will win two consolation prizes.
 - 7.2.2.2. the jackpot number, where the jackpot number does not win the jackpot prize.
 - 7.2.3. the jackpot prize is won by a ticket in that Draw that contains the jackpot number and the jackpot number in that Draw is the same as a winning number in that Draw.
- 7.3. If the jackpot prize is not won in a Draw of:
- 7.3.1. Lucky Lotteries Super Jackpot, it will increase in value by the jackpot increment specified in Schedule 1, in each subsequent Draw until won, after which it will revert to the guaranteed minimum jackpot prize amount specified in Schedule 1;
 - 7.3.2. Lucky Lotteries Mega Jackpot, it will increase in value by the jackpot increment specified in Schedule 2, in each subsequent Draw until won, after which it will revert to the guaranteed minimum jackpot prize amount specified in Schedule 2.
- 7.4. A single ticket can win more than one prize in a Draw as set out in Schedule 1 for Lucky Lotteries Super Jackpot or Schedule 2 for Lucky Lotteries Mega Jackpot.
- 7.5. The total prize pool for:
- 7.5.1. Lucky Lotteries Super Jackpot is 61.5209% of the total entry fees received for each Draw;
 - 7.5.2. Lucky Lotteries Mega Jackpot is 62.2515% of the total entry fees received for each Draw,
(or such greater amount as SALC determines in consultation with Bloc members).
- 7.6. The jackpot increment for Lucky Lotteries Super Jackpot and Lucky Lotteries Mega Jackpot will be as set out in Schedule 1 and Schedule 2 respectively.
- 7.7. Each of the Bloc members must contribute the same percentage of the total entry fees received by them into the prize pool.
8. *Prize Reserve Fund*
- 8.1. From time to time, SALC may set aside a proportion of the total amount received from entry fees to any Draw in Lucky Lotteries Super Jackpot and Lucky Lotteries Mega Jackpot to constitute a pool called the Prize Reserve Fund.
 - 8.2. The Prize Reserve Fund will be accumulated to constitute the jackpot prize as set out in Schedule 1 and Schedule 2 and be applied as follows;
 - 8.2.1. if the jackpot prize is not won any Draw, the jackpot increment will be added to the jackpot prize in the next Draw as set out in Schedule 1 and Schedule 2 respectively; and
 - 8.2.2. the jackpot fund contribution in each game as set out in Schedule 1 and Schedule 2 respectively will be accumulated to fund the guaranteed minimum jackpot prize.
 - 8.3. The Prize Reserve Fund will be applied from time to time for or towards the payment of any of the following:
 - 8.3.1. prizes in respect of missed prize entries for lotteries conducted through its Master Agent;
 - 8.3.2. additional or increased prizes in subsequent lotteries conducted by SALC through its Master Agent;in such amount(s) and to such player(s) as SALC in its absolute discretion determines.
 - 8.4. The amounts to be set aside and the amounts to be distributed must be agreed with the Bloc members.
 - 8.5. In the event that the game of Lucky Lotteries is replaced, enhanced, renamed or otherwise varied, the Prize Reserve Fund as constituted by this Rule 8 shall be assigned to the game replacing, enhancing, renaming or otherwise varying the game of Lucky Lotteries.
9. *Prize Claims*
- 9.1. In the case of a first prize or jackpot prize:
 - 9.1.1. prizes will be distributed after the relevant claim period has elapsed;
 - 9.1.2. any player who claims to be entitled to a prize won on a printed ticket must lodge a claim at Head Office; and
 - 9.1.3. prizes payable on an electronic ticket will be paid electronically in accordance with the terms upon which the electronic ticket was issued, following the elapsing of the claim period.
 - 9.2. In the case of prizes other than a first prize or jackpot prize:
 - 9.2.1. prizes will be paid as soon as practicable after the conclusion of the Draw either at Head Office or through any selling point terminal on presentation of the ticket or record of electronic entry for evaluation by a selling point terminal through the central computer system, subject to these Rules; and
 - 9.2.2. prizes payable on an electronic ticket will be paid electronically in accordance with the terms upon which the electronic ticket was issued, as soon as practicable after the Draw.
 - 9.3. Any player who claims to be entitled to a prize but:
 - 9.3.1. whose ticket has not been identified by the central computer system as a prize winning ticket;
 - 9.3.2. considers that their ticket has been incorrectly evaluated by the Master Agent; or

- 9.3.3. has not obtained confirmation that the ticket has won a prize after its evaluation by a selling point terminal through the central computer system,
must lodge a claim with the Master Agent.
- 9.4. A claim under Rule 9.3:
- 9.4.1. may be lodged with the Master Agent either personally or by registered mail;
- 9.4.2. must reach the Master Agent within the period specified for the collection or taking delivery of a prize; and
- 9.4.3. must be accompanied by the ticket or record of electronic entry in respect of which the claim is made, clearly endorsed with the claimant's full name and address, and/or proof of purchase.
- 9.5. SALC:
- 9.5.1. will not be obliged to recognise any claim not identified as a prize winning ticket by the central computer system and not lodged within the period specified for the collection or taking delivery of a prize; and
- 9.5.2. may in its absolute discretion accept or refuse to accept a claim in whole or in part.
10. *Ticket Checkers*
- 10.1. Ticket checkers are located at all selling points and are linked to the central computer system via the selling point terminal.
- 10.2. A player can obtain the prize status of a printed ticket by inserting the bar code of each ticket into the scanning device.
- 10.3. A prize winning ticket must be identified by the central computer system as a prize winning ticket before payment of the prize is made.

SCHEDULE 1

Ticket pool and prize pool structure for Lucky Lotteries Super Jackpot is as follows:

Ticket pool = 270,000 sequential numbers from 000,001 to 270,000

Prize Pool Structure for Lucky Lotteries Super Jackpot			
Prize Level	Order drawn by Drawing Device	Prize	Number of Prizes
1st Prize	1	\$100,000	1
2nd Prize	2	\$10,000	1
3rd Prize	3	\$5,000	1
4th Prize	4 and 5	\$500	2
5th Prize	6 to 15	\$200	10
6th Prize	16 to 35	\$100	20
7th Prize	36 to 135	\$50	100
8th Prize	136 to 735	\$25	600
9th Prize	736 to 1,485	\$15	750
10th Prize	1,486 to 3,965	\$10	2,480

Consolation Prizes		
Consolation Prize Levels	Prize	Number of Prizes
An Entry where its six (6) digit number occurs in sequence immediately before or after the number that won the:		
• 1st Prize	\$1,000	2
• 2nd Prize	25 x "\$2 Free Ticket"	2
• 3rd Prize	15 x "\$2 Free Ticket"	2
• 4th Prize	10 x "\$2 Free Ticket"	4
• 5th Prize	5 x "\$2 Free Ticket"	20
• 6th Prize	3 x "\$2 Free Ticket"	40
• 7th Prize	2 x "\$2 Free Ticket"	200
• 8th Prize	1 x "\$2 Free Ticket"	1,200
• 9th Prize	1 x "\$2 Free Ticket"	1,500

• 10th Prize	1 x "\$2 Free Ticket"	4,960
jackpot number	10 x "\$2 Free Ticket"	1

Jackpot Prize	
guaranteed minimum jackpot prize	\$500,000
jackpot increment	\$120,000-\$137,000

Funding of guaranteed minimum jackpot prize	
jackpot fund contribution	\$343- \$17,343

"\$2 Free Ticket" means an Entry in a future Draw of Lucky Lotteries Super Jackpot.

SCHEDULE 2

Ticket pool and prize pool structure for Lucky Lotteries Mega Jackpot is as follows:

Ticket pool = 200,000 sequential numbers from 000,001 to 200,000

Prize Pool Structure for Lucky Lotteries Mega Jackpot			
Prize Level	Order drawn by Drawing Device	Prize	Number of Prizes
1st Prize	1	\$200,000	1
2nd Prize	2	\$20,000	1
3rd Prize	3	\$5,000	1
4th Prize	4 to 8	\$1,000	5
5th Prize	9 to 18	\$500	10
6th Prize	19 to 43	\$100	25
7th Prize	44 to 118	\$75	75
8th Prize	119 to 718	\$40	600
9th Prize	719 to 1,418	\$20	700
10th Prize	1,419 to 4,218	\$12	2,800

Consolation Prizes		
Consolation Prize Levels	Prize	Number of Prizes
An Entry where its six (6) digit number occurs in sequence immediately before or after the number that won the:		
• 1st Prize	\$1,000	2
• 2nd Prize	25 x "\$5 Free Ticket"	2
• 3rd Prize	15 x "\$5 Free Ticket"	2
• 4th Prize	10 x "\$5 Free Ticket"	10
• 5th Prize	5 x "\$5 Free Ticket"	20
• 6th Prize	3 x "\$5 Free Ticket"	50
• 7th Prize	2 x "\$5 Free Ticket"	150
• 8th Prize	1 x "\$5 Free Ticket"	1,200
• 9th Prize	1 x "\$5 Free Ticket"	1,400
• 10th Prize	1 x "\$5 Free Ticket"	5,600
jackpot number	10 x "\$5 Free Ticket"	1

Jackpot Prize	
guaranteed minimum jackpot prize	\$1,000,000
jackpot increment	\$215,000-\$255,000

Funding of guaranteed minimum jackpot prize	
jackpot fund contribution	\$6,090 - \$46,090

"\$5 Free Ticket" means an Entry in a future Draw of Lucky Lotteries Mega Jackpot.

SCHEDULE 3

Date of operation of these Rules:

23 May 2023

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SURVEY ACT 1992

Revocation of a Confused Boundary Area

Notice is hereby given, pursuant to Section 50 (3) of the *Survey Act 1992*, that the Confused Boundary Area at Rothwell Terrace in the area of Glenelg North, as delineated on Rack Plan 1508, has been revoked.

Dated: 28 April 2023

BRADLEY SLAPE
Surveyor-General

Ref: Filed Plan 258002
Knet 2021/15658/01

WATER INDUSTRY ACT 2012

PLUMBING STANDARD

Published by the Technical Regulator

The Plumbing Standard published on 9 January 2014 (as varied on 2 May 2019 and 3 December 2020) is revoked.

This Standard is published by the Technical Regulator pursuant to sections 66 and 67 of the *Water Industry Act 2012* (the Act).

This Standard comes into effect on the date on which it is gazetted.

This Standard relates to plumbing, including plumbing work or any equipment, products or materials used in connection with plumbing.

1. For the purposes of section 67(3)(b) of the Act, the persons to whom section 67(2) of the Act applies are:
 - (1) licensed plumbing contractors (under the *Plumbers, Gas Fitters and Electricians Act 1995*) contracting for plumbing work.
 - (2) licensed building work contractors (under the *Building Work Contractors Act 1995*) contracting for plumbing work.
 - (3) registered plumbing workers (under the *Plumbers, Gas Fitters and Electricians Act 1995*) carrying out plumbing work.
2. The above-mentioned persons, must comply with the following requirements:
 - (a) Relevant components of the National Construction Code Volume 3 (Plumbing Code of Australia) (including any standards referred to therein) as amended from time to time, as follows:
 - (i) Preface
 - (ii) Section A Governing Requirements, Section A, Parts A1, A2, A3, A4, A5, A6 and A7;
 - (iii) Section B Water Services, Parts B1, B2, B3, B4, B5, B6 and Specification 41;
 - (iv) Section C Sanitary Plumbing and Drainage Systems, Parts C1, C2 and C3;
 - (v) Section D Excessive Noise, Part D1;
 - (vi) Section E Facilities, Part E1;
 - (vii) Schedule 1 Definitions;
 - (viii) Schedule 2 Referenced documents;
 - (ix) Schedule 8 South Australia as modified to insert in clause SA B2D2 after sub-clause (1)(e) “(f) A demand response capable water heater that complies with AS/NZS 4755.2(when published) or AS/NZS 4755.3.3:2014 DRMI”.
 - (b) Persons Constructing, installing, replacing, repairing, altering and maintaining pipes or any other equipment, products or materials used in connection with plumbing are required to book the following plumbing categories for audit with the Office of the Technical Regulator:
 - (i) Sanitary plumbing and drainage systems;
 - (ii) Fire-fighting water services (in-ground pipework and testable backflow prevention devices only);
 - (iii) Greywater plumbing and drainage systems;
 - (iv) Non-drinking water services;
 - (v) Drinking water services in parks and recreational areas;

- (vi) Final inspections of completed commercial plumbing installations; and
 - (vii) Such other plumbing categories as determined by the Technical Regulator.
3. The persons referred to in paragraph 1, (1) and (3) above must comply with the following requirements:
- (a) Testable backflow prevention devices on the customer's side of any water connection point must be commissioned and tested after installation in compliance with AS 2845.3.
4. The Technical Regulator may grant an exemption from this Standard, or specified provisions of this Standard, with or without conditions as the Technical Regulator considers appropriate.

Dated: 1 May 2023

R. FAUNT
Technical Regulator

PUBLIC NOTICES

NATIONAL ELECTRICITY LAW

Notice of Final Rules

The Australian Energy Market Commission (AEMC) gives notice under the National Electricity Law as follows:

Under ss 102 and 103, the making of the *National Electricity Amendment (Implementing integrated energy storage systems) Rule 2023 No.2* (Ref. ERC0351) and related final determination. All provisions commence on **11 May 2023**.

Australian Energy Market Commission
Level 15, 60 Castlereagh St
Sydney NSW 2000
Telephone: (02) 8296 7800
www.aemc.gov.au

Dated: 4 May 2023

SALE OF PROPERTY

Warrant of Sale

Auction Date: Saturday, 20 May 2023 at 11:00am
Location: 4 Fletcher Road, Lewiston, South Australia

Notice is hereby given that on the above date at the time and place stated, by virtue of the Warrants of Sale issued out of the Magistrates Court of South Australia, Action No. CIV-21-7365 directed to the Sheriff of South Australia in an action wherein PHILIP RICE is the Applicant and DONNA MARREE HEWISH is the Respondent, I Angela Gransden, Sheriff of the State of South Australia, will by my auctioneer, Inwood Real Estate, make sale of the estate, right, title or interest whatsoever it may be of the Respondent, DONNA MARREE HEWISH the registered proprietor of an estate in fee simple in the following:

That piece of land situated in the area named Lewiston, being 4 Fletcher Road, Hundred of Mudla Wirra, being the property comprised in Certificate of Title 4279/321, ALLOTMENT 29 DEPOSITED PLAN 19093 IN THE AREA NAMED LEWISTON HUNDRED OF PORT GAWLER.

Further particulars from the auctioneers:

Richard Inwood
Inwood Real Estate
134 Melrose Street,
Mt Pleasant, SA 5235
Telephone 0428 606 420

Dated: 4 May 2023

ANGELA GRANSDEN
Sheriff of the State of South Australia

TRUSTEE ACT 1936

PUBLIC TRUSTEE

Estates of Deceased Persons

In the matter of the estates of the undermentioned deceased persons:

EVANS Bruce late of 12 Majors Road North Moonta of no occupation who died 20 January 2023
INGRAMES Rhondda Joan late of Corner Fort Street & Sylvan Way Grange Retired Retail Assistant who died 17 February 2023
KUTCHER John Ross late of 580 Brighton Road South Brighton of no occupation who died 9 December 2022
MINCHIN Lionel Bruce late of 179 Woodford Road Elizabeth North Retired Electrician who died 7 August 2022
NEEDS Alice Elizabeth late of 11 Kent Avenue Warradale Retired Teacher who died 29 November 2022
ORR Francis George late of 61 Riverside Drive Goolwa Retired Correctional Services Officer who died 8 June 2022
PRICE Dora Eileen late of 7 Salisbury Highway Salisbury Retired Bookkeeper who died 2 January 2023

Notice is hereby given pursuant to the *Trustee Act 1936*, the *Inheritance (Family Provision) Act 1972* and the *Family Relationships Act 1975* that all creditors, beneficiaries, and other persons having claims against the said estates are required to send, in writing, to the office of Public Trustee at GPO Box 1338, Adelaide 5001, full particulars and proof of such claims, on or before the 2 June 2023 otherwise they will be excluded from the distribution of the said estate; and notice is also hereby given that all persons indebted to the said estates are required to pay the amount of their debts to the Public Trustee or proceedings will be taken for the recovery thereof; and all persons having any property belonging to the said estates are forthwith to deliver same to the Public Trustee.

Dated: 4 May 2023

N. S. RANTANEN
Public Trustee

NOTICE SUBMISSION

The South Australian Government Gazette is published each Thursday afternoon.

Notices must be emailed by 4 p.m. Tuesday, the week of publication.

Submissions are formatted per the gazette style and a proof will be supplied prior to publication, along with a quote if applicable. Please allow one day for processing notices.

Alterations to the proof must be returned by 4 p.m. Wednesday.

Gazette notices must be submitted as Word files, in the following format:

- Title—the governing legislation
- Subtitle—a summary of the notice content
- Body—structured text, which can include numbered lists, tables, and images
- Date—day, month, and year of authorisation
- Signature block—name, role, and department/organisation authorising the notice

Please provide the following information in your email:

- Date of intended publication
- Contact details of the person responsible for the notice content
- Name and organisation to be charged for the publication—Local Council and Public notices only
- Purchase order, if required—Local Council and Public notices only

EMAIL: governmentgazettesa@sa.gov.au

PHONE: (08) 7109 7760

WEBSITE: www.governmentgazette.sa.gov.au

All instruments appearing in this gazette are to be considered official, and obeyed as such