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GAMING COMMISSION ACT 1987

AUSTRALIAN SOCCER POOLS BLOC:
RULES FOR
SUBSCRIBER PARTICIPATION

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INTRODUCTION

- A. These Rules are the Rules appertaining to the Australian Soccer Pools Bloc Agreement, which is an Agreement between the organisations (hereinafter called the Partners) conducting Soccer Pools in certain States and Territories of Australia.
- B. These Rules are in general the Rules common to all Partners and in no way do they supersede or replace the Rules currently in force which govern each Partner's operation.
- C. These Rules are designed to ensure uniformity of practice and procedure among the Partners in the conduct by them of the Pools competition to the extent that local legislation allows.
- D. The Partners may from time to time make, amend, modify or abrogate these Rules provided such action is in accordance with Clause 2 of the Bloc Agreement.

THE POOLS RULES.

These Rules and conditions shall apply to the Soccer Pools conducted by the Australian Soccer Pools Bloc. On-line Entries may only be used in those States or Territories in which Ministerial approval is required where the relevant Minister has given prior written approval.

1. CONDUCT OF POOLS

- 1.1 The Bloc shall conduct the determination of every Pool in accordance with all legislative and other legal requirements and under the supervision of such Government representatives as are authorised by law to be present at and to view and check the process of the determination to ensure the proper conduct thereof.
- 1.2 The Bloc is responsible for the operation of the Pool and for the payment of Prizes in accordance with all legislative and other legal requirements. All decisions made by the Bloc concerning the Pool including the declaration of Prizes and payment thereof and the interpretation of these Rules shall be final and binding on all Subscribers and on every person making a claim in respect thereto.

2. APPLICATION OF RULES

- 2.1 These Rules and all instructions and conditions printed on the Entry form shall apply to each Pool and shall be binding on all Subscribers.
- 2.2 By submitting Entry forms Subscribers undertake to comply with and be bound by these Rules and to accept as final and binding on them all decisions made by the Bloc.
- 2.3 For the purpose of this Rule, the Entry form includes in the case of an Off-Line Entry, the copy form or other document attached to the Entry form.

3. AMENDMENT OF RULES

- 3.1 Subject to all legislative and other legal requirements the Bloc may at any time and from time to time amend, modify or abrogate these Rules and any amendment, modification or abrogation will be notified to Subscribers either by printing the same or extracts therefrom on the Entry form or other document issued by the Bloc from time to time or by publication in the press.

4. ENTRY FORMS PLAYING INSTRUCTIONS

4.1 General

- (a) There shall be printed on the Entry form at least one set of numbered squares and each numbered square shall represent the match printed opposite the same number of the List of Matches (subject to Rule 4.1(f)) notwithstanding that there are fewer numbered squares in a Game Panel than appear on the List of Matches.
- (b) Lists of Matches will be published by the Bloc and be available to Subscribers on request.
- (c) Subscribers may elect to enter either Standard Games or System Games described on the respective Standard or System/Multiweek Entry forms and/or on other documents published by the Bloc and available at the premises of Authorised Persons. To enter the Pool:—
 - (i) a Subscriber is required to make a series of Forecasts:
 - (a) in the case of an Off-line Entry form by marking "X" or,
 - (b) in the case of an On-line Entry form by marking a vertical line for each Forecast in a Game Panel used by a Subscriber so that the number of Forecasts made by a Subscriber in each Game Panel corresponds with the

number required to be selected in accordance with the Standard Game or with the System Game chosen by the Subscriber. In the case of System/Multiweek Entry forms the Subscriber should also mark:

- (c) in the case of an Off-line Entry form "X" or,
 - (d) in the case of an On-line Entry form by marking a vertical line, in the appropriate Standard/System box chosen by the Subscriber and in the appropriate box for the number of weeks the Subscriber wishes to enter, or
 - (ii) In the case of On-line Entries the Bloc may from time to time make available new or additional facilities for entering the Pool upon conditions approved by the Bloc and described in the Entry form or other document published by the Bloc.
- (d) Subject to Rules 4.1(f) and 4.2, to determine the Six Winning Match Numbers and the Supplementary Match Number the matches represented by the numbers in a Game Panel will be deemed to have an order of rank depending on the results of those matches in accordance with (i), (ii), (iii), (iv) and (v) herein (but having regard to (vi) and (vii) herein) and for the purposes of Rule 8.1 the six highest ranked numbered matches shall be the Six Winning Match Numbers and the seventh highest ranked numbered match shall be the Supplementary Match Number.
- (i) Score Draw—All Score Draws will be ranked higher than any other result and a Score Draw wherein more goals are scored will be ranked higher than a Score Draw wherein fewer goals are scored.
 - (ii) Nil Score Draw (scoreless)—All Nil Score Draws will be ranked equally and shall be ranked higher than an Away Win or a Home Win.
 - (iii) Win for Away Team—All Wins for Away Teams shall be ranked higher than Home Wins. Away Wins with a smaller goal difference shall be ranked higher than Away Wins with greater goal difference and where two or more Away Wins have the same goal difference Away Wins wherein more goals are scored shall be ranked higher than Away Wins wherein fewer goals are scored.
 - (iv) Win for Home Team—Home Wins with a smaller goal difference shall be ranked higher than Home Wins with greater goal difference and where two or more Home Wins have the same goal difference Home Wins wherein more goals are scored shall be ranked higher than Home Wins wherein fewer goals are scored.
 - (v) In the event that two or more numbered matches in a Game Panel are or are deemed to be of equal rank in accordance with Rule 4.1(d)(i), (ii), (iii) and (iv) and subject to Rule 4.1(f) and (g) any such match printed with a greater number (in magnitude) in a Game Panel shall be ranked higher than any such match printed with a lesser number (in magnitude) in a Game Panel.
 - (vi) A reference in Rules 4.1(d)(i), (iii) and (iv) to "more goals" or "fewer goals" refers to the total number of goals scored by both teams in a match result.
 - (vii) If there are insufficient results in accordance with Rule 4.1(d)(i) to determine the Six Winning Match Numbers and the Supplemental Match Number, then the results in accordance with Rule 4.1(d) (ii) shall be taken into account and if still insufficient then the results in accordance with Rule 4.1(d) (iii) shall be taken into account and if still insufficient then the results in accordance with Rule 4.1(d) (iv) shall be taken into account.
- (e) Off-line Entries in which Forecasts or other instructions are marked in other than black or blue ink or pencil will not be eligible for inclusion in the Pool.
- (f) In the event that any numbered match in a Game Panel is a Void Match the result of such Void Match will be deemed to be the result of the first numbered match (not being a Void Match) on the List of Matches from number 39 and onwards and the second such Void Match will be deemed to be the result of the second numbered match (not being a Void Match) on the List of Matches from number 39 onwards and so on in ascending numerical sequence for each such Void Match.

- (g) Where the List of matches is in respect of the Corresponding United Kingdom Pool then:
- (i) in the event that any match in the List of Matches is not played but a result has been declared in the Corresponding United Kingdom Pool then for the purposes of the Pool such result shall be deemed to be as follows:
 - (a) in respect of a Score Draw—a goal score of 1-1,
 - (b) in respect of an Away Win—a goal score of 0-2, and
 - (c) in respect of a Home Win—a goal score of 2-0
 - (ii) Notwithstanding that one or more of the matches was not played as printed on the List of matches the results of matches so printed on the List of Matches shall subject to sub-clause (i) hereof be the results adopted in the Corresponding United Kingdom Pool.
- (h) For the purpose of determining the eligibility of Entries for payment of a sum computed and payable to a Subscriber in accordance with the provisions of Rule 8.1 each and every combination of six of the matches Forecasted or deemed to be Forecasted in a system Entry shall for the purposes of Rule 8.1 be deemed a separate Entry.
- (i) Subscribers may submit as many Entries as they wish.
 - (j) A minimum Entry requirement may be adopted by the Bloc in those States or Territories where the relevant Minister has given prior written approval or where there is statutory authority to do so.
- 4.2 If the number of Forecasts selected in any Game Panel in an Off-line Entry is greater than that required for the Entry selected by the Subscriber or specified on the Entry form the highest numbered Forecasts in such Game Panel in descending numerical sequence additional to the required number will be disregarded.
- 4.3 If the number of Forecasts selected in any Game Panel in an Off-line Entry is less than that required for the Entry selected by the Subscriber or specified on the Entry form then the Entry the subject of such Game Panel will be accepted and evaluated for Prizes on the basis of the Forecasts selected in that Game Panel.

5. SUBMISSION OF ENTRY FORMS

- 5.1 Entry forms may only be submitted through an Authorised Person or sent by post to a Bloc Partner in a sealed envelope duly stamped and addressed to the Partner at the Partner's normal business address.
- 5.2 Each Entry form must be accompanied by payment of the correct Entry Fee or Entry Fees. By submitting Entries to an Authorized Person the Subscriber accepts liability to pay the Commission to the Authorised Person at the time of payment of the Subscription.
- 5.3 Any Entry with which a cheque is tendered as payment may be refused.
- 5.4 Each Off-line Entry form must be completed with the name and address of the Person who in case of an Off-line Entry shall for all purposes be the Subscriber. In the case of an On-line Entry the Person surrendering the Receipted Ticket (subject to Rule 12) to an Authorised Person or the Bloc Partner is for all purposes the Subscriber. All Forecast or other instructions appearing on the Off-line Entry form or the Receipted Ticket (as the case may be) are deemed to be made or given exclusively by the Subscriber. Where a person submits an Entry as agent or nominee for another person or persons the Bloc Partner will be deemed not to have any knowledge of such agency or nomination and the transaction will be conducted solely with the Subscriber.
- 5.5 Notwithstanding anything in these Rules or any rule of law to the contrary an Authorized Person is not nor shall he be deemed to be the agent of the Bloc Partner for any purposes whatsoever and the Bloc Partner shall not be responsible to any Subscriber for any negligence, neglect, omission, delay or failure on the part of an Authorized Person to forward an Off-line Entry form or transmit an On-line Entry to the Bloc Partner in accordance with these Rules or in the case of an On-line Entry the failure on the part of an Authorized Person or the Computer to record an Entry or on any other account whatsoever. Neither an Authorized Person nor his servant or agent shall be responsible for any loss or damage or expense which may be sustained by the Subscriber by reason of any negligence, neglect, omission, delay or failure on the part of an Authorized Person, his servant or agent to forward any Off-line Entry form or transmit an On-line Entry to the Bloc Partner.

- 5.6 Subject to Rule 13, to be eligible for inclusion in the Pool an Entry must be received by the Bloc Partner not later than the Competition date and:
- (a) in the case of an Off-line Entry form be microfilmed, or
 - (b) in the case of an On-line Entry be recorded on the magnetic storage of the Computer,
before matches commence.
- 5.7 An Off-line Entry form received by the Bloc Partner but which, for any reason whatsoever, is not microfilmed as provided in Rule 5.6 will be deemed (subject to these Rules) to be an Entry form submitted for inclusion in the next Pool.
- 5.8 In the event that a Subscription is incorrectly paid according to the Forecasts entered and/or Game Panels completed and/or System(s) selected by a Subscriber the remittance paid will be considered the deciding factor in evaluating the Forecasts entered by such Subscriber and the following provisions will apply:-
- (a) where a remittance paid by a Subscriber in respect of an Entry is less than the Subscription required for the number of Forecasts selected and/or Game Panels completed and/or System(s) selected the remittance so paid will be applied to those Game Panels in alphabetical or numerical sequence for which the remittance is sufficient to comply fully with the Subscriber's instructions in respect of such Game Panels and any remaining remittance after so doing will be applied to any next remaining Game Panel(s) in alphabetical or numerical sequence in accordance with Rule 5.8(b), and
 - (b) after applying Rule 5.8(a) any remaining remittance will be applied to the next remaining Game Panel(s) in alphabetical or numerical sequence as if completed in accordance with the highest numbered fully applicable System or a Standard Game for which there is a sufficient remaining remittance to constitute a Subscription and the highest numbered Forecast(s) (if any) additional to the number required for the highest numbered fully applicable system or a Standard Game will be disregarded in descending numerical sequence until such time as the number of Forecast(s) required for the next highest numbered fully applicable System or a standard Game is complied with.
- 5.9 Once delivered or posted as provided in Rule 5.1 no Off-line Entry form may be altered or withdrawn except with the consent of the Bloc Partner.
- 5.10 Subject to Rule 5.3 remittances accompanying Entry forms submitted by post may be paid by postal notes, money orders or cheques payable to the Bloc Partner crossed and marked 'Not Negotiable'.
6. DELAYS, ETC.
- 6.1 Delays howsoever caused shall be the responsibility of the Subscriber and the Bloc Partner shall not be liable nor bear responsibility for the same or be in any way liable or responsible for any loss, damage or expense of whatever description, nature or kind arising out of, resulting from or caused or contributed to by delays.
- 6.2 The Bloc Partner shall not be liable for any loss, damage or expense arising out of the acts or omissions of its servants or agents or third parties (including Authorized Persons) or arising out of fire, storm, tempest, flood, riot, civil commotion or strikes or arising whether directly or indirectly out of lost or stolen Entry forms.
- 6.3 The Subscriber shall accept all risks which may occur in the ordinary course of post and the Bloc Partner or Authorized Persons shall be under no obligation to send remittances or documents by registered post.
- 6.4 The Subscriber shall have and make no claim or demand on or against the Bloc Partner by reason or arising out of delay.
7. PRIZE FUND
- 7.1 From the total amount of subscriptions received in respect of each Pool 50 per centum of such amount or such other amount determined by the Bloc being not less than 50 per centum of such amount shall be allocated and paid by the Bloc to a Prize Fund to which the Partners shall contribute the same percentage of the total amount of their Pools subscriptions and the Prize Fund shall, subject to these Rules, be distributed in accordance with Rule 8.
- 7.2 The Bloc shall from time to time set aside such proportion as the Bloc may from time to time determine of the Prize Fund and in respect of all such Pools the distribution of prize money prescribed by Rule 8 shall be reduced pro rata in all prize money divisions.

- 7.3 The amounts set aside pursuant to Rule 7.2 shall be accumulated by the Bloc to constitute a Prize Reserve Fund which shall be applied to:
- (a) guarantee a First Dividend Prize from time to time;
 - (b) higher or additional Prizes; and
 - (c) missed Prizes.

8. PRIZES IN THE POOL

- 8.1 The final balance remaining in the Prize Fund in accordance with Rule 7.3 will be allocated to and used for the payment of prizes in a particular Pool as follows:
- (a) an amount equal to 65% thereof will be divided by the number of Entries with the Six Winning Match Numbers Forecast in a Game Panel and the resulting amount will be payable as the First Dividend to Subscribers submitting such Entries.
 - (b) an amount equal to 2% thereof will be divided by the number of Entries with five but not more than five of the Six Winning Match Numbers Forecast plus the Supplementary Match Number Forecast in a Game Panel and the resulting amount will be payable as the Second Dividend to Subscribers submitting such Entries.
 - (c) an amount equal to 6% thereof will be divided by the number of Entries with five but not more than five of the Six Winning Match Numbers Forecast excluding the Supplementary Match Number in a Game Panel and the resulting amount will be payable as the Third Dividend to Subscribers submitting such Entries.
 - (d) an amount equal to 15% thereof will be divided by the number of Entries with four but not more than four of the Six Winning Match Numbers Forecast in a Game Panel and the resulting amount will be payable as the Fourth Dividend to Subscribers submitting such Entries, and
 - (e) an amount equal to 12% thereof will be divided by the number of Entries with three but not more than three of the Six Winning Match Numbers Forecast plus the Supplementary Match Number Forecast in a Game Panel and the resulting amount will be payable as the Fifth Dividend to Subscribers submitting such Entries.
- 8.2 (a) If in a Pool there is no Entry eligible for the First Dividend in accordance with Rule 8.1(a) an amount equal to the Prize money allocated to such dividend shall be retained in the Prize Fund until the next Pool in which an Entry is eligible for a First Dividend and the aggregate amount so retained in the Prize Fund shall be added to the amount allocated for First Dividend(s) in such next Pool and such total amount shall be divided by the number of Entries entitled to a First Dividend in such next Pool and the resulting amount will be payable as the First Dividend in such next Pool.
- (b) If in a Pool there is no Entry eligible for any one or more Dividends other than the First Dividend in accordance with Rule 8.1(b), (c), (d) and (e) the Prize money allocated to any such Dividend shall be added to the Prize money allocated to the next lower ranked Dividend level payable which aggregate amount will be divided by the number of Entries entitled to such lower ranked Dividend and the resulting amount will be payable as that Dividend to Subscribers submitting such Entries.
- 8.3 To facilitate payment, the Bloc may at its discretion add to or deduct from any Prize an amount not exceeding 2.5 cents.
- 8.4 If any Dividend payable pursuant to Rule 8.1 is less than any lower ranked Dividend the amounts allocated to such Dividend level and the amounts allocated to all lower ranked Dividend levels will be aggregated and the resulting amount will be divided by the aggregate number of Entries entitled to all such Dividends and the resulting amount will be payable to Subscribers submitting all such Entries.
- 8.5 If any Dividend computed in accordance with Rule 8.1 (and after any application of Rule 8.4) is less than \$1.00 then the Dividend which would otherwise be payable shall be increased so that the amount payable is 51.00.
- 8.6 If for any reason all of the Prizes in the Pool are cancelled or the Pool is cancelled then all Entries received by the Bloc in accordance with these Rules in respect of that Pool shall be deemed to be Entries in the next Pool.
- 8.7 Where the List of Matches is in respect of the Australian Season Pool and results (not being Void Matches) are declared in less than 38 of the Matches in the List of Matches then the Pool shall be cancelled.

8.8 At any time before the payment of Prizes the Bloc may correct any error made in the number of Entries entitled thereto or the amount thereof. If any Entries which would otherwise have been entitled to payment of Prizes are discovered after the payment of Prizes the Bloc may at its discretion pay to the Subscribers submitting such Entries the same Prizes as were payable in respect of Entries winning such Prizes or such smaller Prizes as would have been paid under this Rule if such Entries had been taken into account when declaring Prizes.

9. HIGHER OR ADDITIONAL PRIZES

9.1 The Bloc may from time to time offer Prizes higher or additional to the Prizes as set out in Rule 8.1.

10. ANNOUNCEMENT OF PRIZES.

CLAIMS

10.1 The Bloc will make available to the media for publication as soon as practicable after known to the Bloc:

- (a) the Winning Match Numbers and the Supplementary Match Number for each Pool, and
- (b) the amount of the Prizes referred to in Rule 8.

10.2 If any claim is made otherwise than in accordance with Rules 11.2, 11.4 and 11.5 in the case of Off-line Entries or Rules 12.2, 12.3 and 12.4 in the case of On-line Entries or is not received within the time specified it will not be entertained unless the Bloc in its absolute discretion decides otherwise.

10.3 Unless otherwise specified in the conditions or terms attaching to higher or additional Prizes as provided in Rule 9, Rules 11 and 12 only refer to Prizes payable in accordance with Rule 8 hereof.

11. CLAIMS FOR PRIZES IN THE POOL—OFF-LINE ENTRIES

In the case of Off-line Entries:-

11.1 On the same day as Prizes are published as referred to in Rule 10.2 Subscribers who have submitted entries entitled to receive a Prize of more than \$25,000.00 will be informed.

11.2 Subscribers who claim to be entitled to have won a Prize in excess of \$25,000.00 and who have not been so informed within six days after the Competition date must claim immediately by telegram addressed to the Bloc Partner at the Partner's normal business address and the subject of the claim and such telegram must contain the particulars set out in Rule 11.5 and be received by the Bloc Partner not later than twelve days after the Competition date.

11.3 Prizes in excess of \$25,000.00 will be paid on the fourteenth day after the Competition date.

11.4 All other Prizes will be sent by ordinary post within six days after the Competition date. Subscribers must wait until fourteen days after the Competition date and, if payment is not received by then, Subscribers must claim by letter addressed to the Bloc Partner at the Partner's normal business address and the subject of the claim and such letter must contain the particulars set out in Rule 11.5 and must be received by the Bloc Partner within twenty-one days after the Competition date.

11.5 All claims must state:

- (a) the name and address of the Subscriber on the Entry form,
- (b) whether submitted by post or through an Authorised Person and if so which,
- (c) the reference number of the Entry form, and (d) the Match Numbers selected.

11.6 Only the microfilm of the Entry form in possession of the Bloc Partner and the relevant Government Authority will be considered in determining any claim.

12. CLAIMS FOR PRIZES IN THE POOL—ON-LINE ENTRIES

In the case of On-line Entries:

12.1 Prizes will be published in the press as soon as practicable after the Competition date.

12.2 Payment of First or Second Dividend Prizes shall be paid by cheque personally or by ordinary post following receipt by the Bloc Partner of a valid claim form together with the Receipted Ticket as referred to in Rule 12.3.

12.3 Claim forms shall be provided at the offices of the Bloc Partner and a claimant shall properly complete the same and forward it to the Bloc Partner at its office as shown on the claim form together with the relevant Receipted Ticket.

- 12.4 Payment by the Bloc Partner to the Person indicated in the claim form shall be a good and complete discharge of the Bloc Partner in respect of any Prize for the relevant Receipted Ticket notwithstanding any notice which the Bloc Partner may have of the right, title, interest or claim of any other person or persons to any such Prize.
- 12.5 Unless a First or Second Dividend Prize is payable on the same Receipted Ticket, Third, Fourth and Fifth Dividend Prizes may be collected from any Authorised Person who issues Receipted Tickets subject to any time limits or other requirements or restrictions imposed by local legislation, regulations or rules which govern the operation of any Bloc Partner.
- 12.6 Only the details recorded by the Computer on the magnetic storage in the possession of the Bloc Partner and the relevant Government Authority will be considered in determining any claim.
13. DISQUALIFICATION
- 13.1 Notwithstanding that an Off-line Entry form may have been microfilmed or an On-line Entry may have been recorded on the magnetic storage of the Computer, such Entry form or Entry will be disqualified and no claim will be entertained in respect of it if in fact or in the opinion of the Bloc Partner:
- (a) subject to Rule 5.8, it is not accompanied by the relevant Entry Fee or if the form of remittance accompanying it is not acceptable,
 - (b) it is sent in by a Subscriber who has defaulted in payment of any previous Entry Fee owing to the Bloc Partner,
 - (c) it is not received by the Bloc Partner as provided in these Rules,
 - (d) the genuineness of any Forecast or Forecast instructions thereon is doubtful,
 - (e) in the case of Off-line Entries it does not contain the name of the Subscriber,
 - (f) it is incomplete, incorrectly completed, ambiguous or illegible or the Forecasts in the case of an Off-line Entry are marked in other than black or blue ink or pencil or from whatever cause any Forecasts therein are torn off or damaged,
 - (g) it is an alleged Entry which from whatever cause is missing and cannot be traced after search, or is not received by or transmitted to the Bloc Partner, or
 - (h) there is any other breach of these Rules in relation to it which justifies disqualification.
- 13.2 The receipt of an Entry Fee or an envelope will not be accepted as proof that the Bloc Partner received an Entry form and proof of posting is not proof and will not be accepted as proof of delivery.
- 13.3 No responsibility is or will be undertaken by the Bloc Partner to notify Subscribers that their Entries, for whatever reason, are disqualified or do not qualify for entry in the Pool, and no claim will be entertained in respect of such Entries except only as provided in Rule 13.4.
- 13.4 Where an Entry is disqualified any Subscription received in respect thereof will be refunded to the Subscriber provided that no claim for a refund will be entertained in respect of an Entry submitted more than 8 weeks before the date of the claim.
14. RESCISSION OF PREVIOUS RULES AND TRANSITIONAL PROVISIONS
- 14.1 The Pools Rules (in this rule referred to as "the former Rules") made by the Company and in force immediately prior to the date upon which these Rules take effect are rescinded.
- 14.2 Except as provided to the contrary in these Rules, these Rules do not apply to or in respect of a pool conducted in relation to matches played before the date upon which these Rules take effect and the former Rules shall continue to apply to and in respect of any such Pools as if the former Rules had not been rescinded.
- 14.3 Entries (including Multiweek Entries) received by the Company pursuant to the former Rules and which relate to a Pool or Pools to be conducted by the Bloc on or after the date these Rules take effect shall be deemed to be submitted as Entries in such Pool(s) pursuant to these Rules.
- 14.4 Any amounts retained in the Prize Fund pursuant to Rule 8.2(a) of the former Rules following the last Pool conducted prior to these Rules taking effect shall be dealt with as if such amounts had been retained pursuant to Rule 8.2(a) of these Rules.

15. These Rules are made subject to the provisions of the Gaming Commission Act 1987, the Gaming Commission Regulations 1988 and the Lotteries (Control) Act 1954 of the State of Western Australia and in the event of any conflict or inconsistency between these Rules and any of the said provisions the latter shall to the extent of the conflict or inconsistency prevail and any words contained in these Rules which so conflict or are inconsistent with those provisions shall be deemed to be severed from and not to form part of these Rules.

DEFINITIONS

In these Rules unless inconsistent with the context thereof:-

“Australian Soccer Pools Bloc”, “Bloc” or “Partners” means the parties to the Bloc Agreement and each of them acting pursuant to that Agreement.

“Australian Season Pool” means the Pool conducted by the Bloc based upon the list of matches supplied to it from time to time by the Australian Soccer Federation and published as the List of Matches by the Company.

“Australian Soccer Federation” means the Australian Soccer Federation of 36 Clarence Street, Sydney its successors and assigns or if such Federation ceases to exist the association corporate or unincorporate which fulfills the same or similar objects or functions.

“Authorised Person” means a Person whether he be described in legislation or elsewhere as “Representative”, “Authorized Representative”, “Approved Representative” “Accredited Representative”, “Agent” or “Client’s Agent” or by any other word or phrase who is approved or appointed by the Bloc Partner and who may lawfully distribute and receive Entry forms or Entries and Subscriptions for the purpose of transmitting them to the Bloc Partner.

“Away Team” means the team named as printed on the right hand column of the List of Matches and “Away Win” or “Win for Away Team” shall mean a result where the team so printed has or is deemed to have scored more goals in the match than the team printed to the left of it.

“Bloc Agreement” means the Australian Soccer Pools Bloc Agreement.

“Bloc Partner” means the party to the Bloc Agreement acting pursuant to that Agreement in the State or Territory in which the relevant Entry is or is to be or has been received.

“Commission” means the amount(s) approved by the Bloc Partner and charged by an Authorized Person for receiving, handling and transmitting Entries.

“Company” means Australian Soccer Pools Pty. Limited.

“Competition date” means the date or dates fixed for the playing of the matches the subject of the Pool.

“Computer” means the computer(s) used by the Bloc Partners in recording On-line Entries.

“Corresponding United Kingdom Pool” means the 8 match Treble Chance Pool conducted by Vernons Pools, Vermail House, Ormskirk Road, Aintree, Merseyside, in the United Kingdom on the same matches as are the subject of the Pool.

“Dividend” means a Prize payable in accordance with the provisions of Rule 8 hereof.

“Entry” means (except as is herein otherwise expressly provided):-

(a) In the case of an Off-line Entry a series of Forecasts submitted on an Entry form in accordance with the Standard Game or any one of the Systems indicated thereon or;

(b) in the case of an On-line Entry a series of Forecasts on the Receipted Ticket in accordance with the Standard Game or any one of the Systems indicated thereon.

“Entry Fee” means the sum of the Commission and the Subscription.

“Entry form” means an Entry form distributed by the Bloc Partners from time to time in accordance with these Rules.

“Forecast” means in the case of an Off-line Entry a numbered square in a Game Panel on an Entry form which has been marked with the letter “X” or in the case of an On-line Entry the numbers printed (or numbers indicated by instructions printed) on the Receipted Ticket for each alphabetically or numerically marked Game Panel.

“Game Panel” means any one of the alphabetically or numerically marked boxes or spaces set out on an Entry form and containing therein thirty-eight (38) numbered squares and in the case of an On-line Entry includes any one of the alphabetically or numerically marked games printed on the Receipted Ticket.

“Home Team” means the team named as printed on the left hand column of the List of Matches and “Home Win” or “Win for Home Team” shall mean a result where the team so printed has or is deemed to have scored more goals in the match than the team printed to the right of it.

“List of Matches” means the list of matches published from time to time by the Bloc either:

- (a) in respect of the Corresponding United Kingdom Pool which shall contain a list of 55 Matches or such other number of Matches exceeding 38 as shall be approved by the Bloc, or
- (b) when the corresponding United Kingdom Pool is not conducted on matches played in the United Kingdom, in respect of the Australian Season Pool which shall contain a list of 50 Matches or such other number of Matches exceeding 38 as shall be approved by the Bloc,

as the case may be.

“Minister” means the Minister administering the legislation under which the Pool is conducted.

“Off-line Entry” means any Entry other than an On-line Entry.

“On-line Entry” means an Entry for which a Receipted Ticket is issued.

“Pool” means a soccer pool conducted by the Bloc.

“Prize” means any sum computed and payable to a Subscriber in accordance with Rules 8 and 9 hereof and includes a Dividend.

“Prize Fund” means the amounts received from Subscriptions which are to be allocated and used as provided by Rule 7 pursuant to or in accordance with legislative requirements.

“Receipt” or “received by the Bloc Partner” means actual receipt by the Bloc Partner and receipt by an Authorized Person does not constitute receipt by the Bloc Partner.

“Receipted Ticket” means the receipted ticket printed and issued by a computer terminal at the premises of an Authorized Person or Bloc Partner in respect of an Entry recording:

- (i) the Competition date or number;
- (ii) the identifying number of the relevant computer terminal;
- (iii) the registration number of the Entry and cost thereof;
- (iv) the Forecasts for each Game Panel.

“Results” means where the Corresponding United Kingdom Pool applies the results declared in that Pool or where the Australian Season Pool applies the results declared by the Bloc based upon the information supplied to it by the Australian Soccer Federation.

“Rules” means these Rules and any amendment, modification variation or abrogation thereof for the time being in force.

“Standard Game” means an Entry in a Game Panel wherein six (6) Forecasts are made by a Subscriber.

“Subscriber” means in the case of an Off-line Entry the Person who is so designated on the Entry form or in the case of an On-line Entry the Person surrendering to an Authorized Person or a Bloc Partner the Receipted Ticket for such Entry.

“Subscription” means the amount payable by the Subscriber being 50 cents for each 6 match selection.

“System” or “System Entry” means:

- (a) Where a subscriber desires to enter a System 4 entry he nominates any four numbers from 1 to 38 inclusive and these four numbers will be combined with all combinations of two numbers from the remaining 34 numbers. Such a System entry will be equivalent to playing 561 games of six numbers;
- (b) Where a subscriber desires to enter a System 5 entry he nominates any five numbers from 1 to 38 inclusive and these five numbers will be combined with each of the remaining 33 numbers in turn. Such a System entry will be equivalent to playing 33 games of six numbers; and
- (c) Where a subscriber desires to enter a System 7 to 20 inclusive he nominates the number of numbers according to the system number he desires to enter and those numbers nominated will be combined with one another in all possible combinations of six numbers. Such a System entry will be equivalent to playing a certain number of separate games of six numbers as determined by the formula set out below:

$$\frac{S!}{6! X (S-6)!} \quad (\text{where } S = \text{system number})$$

“System/Multiweek Entry form” means an Entry form on which can be entered a System Game or Standard Game with the option to enter the same Forecasts for 2 or more consecutive weeks as determined by each Bloc Partner.

“Void Match” means where the Corresponding United Kingdom Pool applies a Match so declared in that Pool or where the Australian Season Pool applies a Match in the List of Matches so declared by the Bloc based upon the information supplied to it by the Australian Soccer Federation.

These Rules take effect for Entries Submitted for Competition Dates on and after 4 June, 1989.