

20/09/2019

Nicole Harris  
National Breast Cancer Foundation  
L 9 10 Barrack St  
SYDNEY NSW 2000

### Art union permit

NSW permit number	<b>GOCAU/2210</b>
This document certifies that	<b>National Breast Cancer Foundation</b>
ABN	<b>37144841707</b>
is authorised to conduct	<b>Tradie Tea Party</b>
from	<b>23/09/2019</b>
until	<b>18/11/2019</b>

subject to the conditions attached, *Lotteries and Art Unions Act 1901 and Lotteries and Art Unions Regulations 2014*.

This permit is approved under delegation from the Minister administering the *Lotteries and Art Unions Act 1901*.

### Important information

Please ensure you read the conditions attached as they may have changed since your last permit.  
Please contact us at [CELottery@customerservice.nsw.gov.au](mailto:CELottery@customerservice.nsw.gov.au) for further information.

### Attachments

- Annexure A - Permit conditions
- Annexure B - Statutory declaration
- Annexure C - Statement of income and expenditure and balance sheet
- Annexure D - Details of prizewinners

## Annexure A - Art Union Permit Conditions

### Section 6, Lotteries and Art Unions Act 1901

#### 1 Validity of permit

- (1) The permit is valid for the period shown.

#### 2 Changes to the conduct of the art union

- (1) NSW Fair Trading (the Office) must be advised of any changes to the particulars on, or accompanying, the "Application to Conduct an Art Union", and those changes cannot take effect until written approval is obtained from the Office.
- (2) The art union cannot be terminated before the advertised closing date unless prior approval is obtained from the Office.

#### 3 General conduct

- (1) All entries to the art union are to be treated equally.
- (2) No person is to receive an unfair advantage or gain.
- (3) If there is more than one prize on offer, the major prize must be the first drawn and the other prizes then drawn in descending order of number and value. If the draw is to be conducted in any other manner, the ticket and any advertising material must make clear the manner or method to be used to determine the winner. That manner or method cannot alter after the art union has commenced.
- (4) The draw is to be made by a person whose name has been notified to the Office on the application form, unless written approval has been obtained from the Office.
- (5) Prizewinners must receive their prizes within a maximum period of six weeks after the draw of the prizes, unless otherwise clearly advertised.
- (6) If a commission or other form of payment or benefit is provided to a business for selling tickets in the art union, and the permit holder does not hold a fundraising authority granted under the *Charitable Fundraising Act 1991*, any written or printed advertisement, notice or information relating to the conduct of the art union must include:
  - (a) the full name under which the business operates when selling the art union tickets, and details of its normal place of business, telephone and facsimile numbers, and e-mail and website addresses, and

- (b) details of the extent of the commission or other form of payment or benefit to be obtained by the business from selling the art union tickets (not to be expressed as a percentage of the 'net' income obtained from the sale of the tickets).

- (7) In relation to any advertisement, notice or information referred to in condition 6:

- (a) the permit holder must approve the format and text of the advertisement, notice or information, and
- (b) the name of the business, if shown, must be in the same print size as the name of the permit holder, and
- (c) the permit holder's logo (including any logo in the form of a graphic or watermark), if utilised, must appear once only and represent not more than 10 per cent of the surface area.

#### 4 Maintenance of prizes comprising real property

- (a) If the prize includes real property the permit holder must maintain any improvements erected on the property and must keep the property and improvements insured for their full market value against loss or damage until the date when the prize is transferred or conveyed to the prizewinner.
- (b) Until the date when the prize is transferred or conveyed to the prizewinner, the permit holder is liable for all outgoings on the property and is entitled to receive all rents and profits from the property.
- (c) The prizewinner is liable for all outgoings on the property and is entitled to receive all rents and profits from the property on and from the date of the transfer or conveyance.
- (d) Any necessary apportionment of outgoings, rents or profits is to be made as at the time of the transfer or conveyance.
- (e) All rents and profits received by the permit holder (less any outgoings on the property) are taken to form part of the payments to the permit holder.

# Annexure B – Statutory Declaration

I, \_\_\_\_\_ of  
 (Name in full)  
 \_\_\_\_\_ do hereby solemnly and sincerely declare  
 (Address)

**that:**

1) The books of account and vouchers of the \_\_\_\_\_ Art Union are to the best of my knowledge and belief a true and fair record of the financial transaction of the Art Union and that the Statement of Income and Expenditure and Balance sheet marked "D" annexed hereto, correctly represent the true financial result of the Art Union.

2) The prizes have been claimed and duly handed over to the respective winners as per schedule of prizewinners marked "E" annexed hereto. The following prizes are claimed and are in the possession of the persons indicated:

Prize no.	Article	Value	In possession of

- 3) (a) The number of tickets printed was \_\_\_\_\_  
 (b) The number of tickets issued for the sale was \_\_\_\_\_  
 (c) The number of tickets sold was \_\_\_\_\_  
 (d) The number of tickets returned unsold was \_\_\_\_\_  
 (e) The number of tickets not returned was \_\_\_\_\_

4) Every possible step was taken to ensure that all the drawing docket in respect of tickets sold were included in the drawing and to the best of my knowledge and belief and to the best of the knowledge and belief of the other persons responsible for the conduct and management of the Art Union; all the drawing docket of tickets sold were included in such drawing.

5) the following assets have been acquired by the Association in the conduct of the Art Union, and are of the value and in the custody of the person shown:-

Asset	Value	On the custody of

6) The following donations in money or otherwise were made for the purpose of meeting expenses in connection with the organisation, conduct and / or management of the Art Union:

7) The following amounts or donations were received, and expenditure incurred, before the sanction of the Minister for the promotion of the Art Union was given:

8) The following amounts were received in respect of tickets which did not participated in the drawing, and such sums have been dealt with in the manner indicated:

**AND** I make this declaration conscientiously believing the same to be true.

Subscribed and declared at \_\_\_\_\_ )  
 this \_\_\_\_\_ day of \_\_\_\_\_ )  
 two thousand and \_\_\_\_\_ ) (Promoter or Committee Member)  
 before me \_\_\_\_\_ )

A Justice of the Peace

# Annexure C - Statement of Income and Expenditure and Balance Sheet

in respect of the Art Union authorised under Licence Number

in aid of

## STATEMENT OF INCOME AND EXPENDITURE

EXPENDITURE			INCOME (GROSS RECEIPTS)			
	Amount \$	Amount \$		Number of tickets	Cost per ticket	Amount \$
Prizes			Sale of Tickets			\$
Invoice value	\$		<i>Total Other Income</i>			\$
<i>Less discount</i>	\$	\$	Donations		\$	
<i>Total Other Expenditure</i>		\$	Other income		\$	
Printing and Stationery	\$		(detail)		\$	
Advertising	\$				\$	
Salaries, wages, bonuses or other emoluments	\$				\$	
Stamp duty	\$				\$	
Other expenditure	\$					
(detail)	\$					
	\$					
<b>Total Expenditure</b>		\$	<b>Total Income</b>			\$
<b>Net profit</b>		\$	<b>Net loss</b>			\$

## BALANCE SHEET

LIABILITIES	ASSETS
	Amount \$
	\$
	\$
	\$
	\$
	\$

# Annexure D - Schedule Of Prize Winners

in respect of the Art Union authorised under Licence Number [REDACTED]

in aid of [REDACTED]

Prize No.	Ticket No.	Description of prize	Full name and address of prize winner
<p>This is annexure "E" referred to in the Declaration of <i>(name of promoter or manger)</i> _____ made before me this</p> <p>_____ day of _____ 20 _____</p> <p>_____</p> <p style="text-align: center;"><i>Signature of Justice of the Peace</i></p>			<p>Winners were published in (name of newspaper) _____</p> <p>Date(s) of publication _____</p> <p>_____</p> <p>Date: _____ <i>Signature of promoter or manager.</i></p>