

Self-Exclusion Deed

This Self-Exclusion Deed is a way for you to exclude yourself from particular venues, from designated gaming areas or from all gambling activities provided at venues.

By signing this document, you authorise venue staff to prevent you from entering the venue or areas you choose. This is a legally enforceable document. If you are unsure about its effect or meaning, please obtain independent legal advice before signing.

Your Details

This Deed Poll is made on:	(Start Date)
By me:	(Full Name)
Of:	(Address)
And expires on:	(Expiry Date: minimum 3 months to maximum 4 years)

Venues

I have chosen the following venues listed in the table for my self-exclusion.

I want to be excluded from (i) the entire venue, (ii) all gambling activities at the venue or (iii) designated gaming areas at the venue, as specified in this table:

<p>Entire Venue Ban – You must not enter the venue for any purpose.</p>	<p>Total Gambling Ban – You must not participate in any gambling activity at a venue. This includes any electronic gaming machine (poker machines, roulette, blackjack), Keno, TAB, poker card games, bingo or any other gambling activities.</p>	<p>Selected Area(s) Ban – You can choose whether you want to be excluded from one or more of the following areas at a venue:</p> <ul style="list-style-type: none"> - (TAB Only) an area of the venue where TAB can be accessed; and/or - (Keno Only) an area of the venue where Keno can be played; and/or - (Gaming Machine Areas Only) an area of the venue where poker machines or electronic gaming machines are present; and/or - (Table Games Only) an area of the venue where table games can be played.
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NAME OF VENUE	EXCLUDED AREA / TOTAL GAMBLING BAN
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Definitions

This Deed uses some phrases as defined terms. Where you see the following phrases, this is what they mean:

- **Biometric Information** means information containing your facial features which can be used to identify you.
- **Excluded Area** refers to a selected area within a Venue or the entire premises. These are the areas/gambling activities you have chosen to be excluded from (as listed in the table at the start of this Deed).
- **Expiry Date** means the date noted on page 1 as the “Expiry Date”, being the date your self-exclusion under this Deed expires unless terminated earlier in accordance with this Deed.
- **Third Party Provider** means a third party which supplies a technological product to a Venue to help that Venue enforce an exclusion under this Deed, including (but not limited to) facial recognition technology.
- **Facilitator** means a counsellor or other authorised individual who inputs your information into the MVSE System.
- **MVSE Operator** means The Registered Clubs Association of New South Wales (ABN 61 724 302 100) of Level 8, 51 Drutt Street, Sydney NSW 2000 or its permitted assigns.
- **MVSE Program** means the “multi-venue self-exclusion program”. This includes the web-based exclusion system developed, owned and operated by the MVSE Operator (**MVSE System**). It also includes access to counselling services and support. In the Northern Territory, this is known as NT Gambling Care.
- **Related Body Corporate** has the meaning given to it in the *Corporations Act 2001 (Cth)*.
- **Start Date** means the date noted on page 1 as the “Start Date”, being the date your self-exclusion starts.
- **Venue or Venues** refers to each of the registered club(s), hotel(s) or casino(s) you have selected (as listed on page 2) and the employees, directors, officers, contractors or agents each of the registered club(s), hotel(s) or casino(s).

1. Commitment to self-exclusion

I want to stop myself from being able to gamble at the Venue(s). This means:

- (a) I agree not to enter the Excluded Areas;
- (b) I would like to be excluded from, and denied access to, the Excluded Areas; and
- (c) I would like to be stopped at the Venue(s) from either engaging in all gambling activities or those gambling activities that I have selected.

2. Confirmation about the effects of this Deed

I understand that:

- (a) this Deed places legal obligations on me. It does not place legal obligations on anyone else;
- (b) Venues are authorised by this Deed to take certain actions against me but are not legally compelled to

take those actions; and

- (c) this Deed exists for my benefit and for the benefit of the MVSE Operator, the Facilitator, each Venue and the Australian Hotels Association.

3. Starting the self-exclusion and cooling-off period

(Please note: After this Deed is signed, there is a cooling-off period of 72 hours).

I understand and agree that:

- (a) my self-exclusion period starts immediately on the Start Date;
- (b) during the three-day cooling-off period, I may notify the Facilitator that I have changed my mind and would like to cancel the Deed; and
- (c) if I take no action during the cooling-off period, my self-exclusion then continues until the Expiry Date.

4. Ending my self-exclusion earlier than the Expiry Date

I understand and agree that:

- (a) I am not permitted to end my self-exclusion in its first three (3) months;
- (b) if I wish to terminate this Deed prior to the Expiry Date and only after completing three (3) months of my self-exclusion, I must make a written application to the MVSE Operator. I will be required to provide reasons for wanting to end my self-exclusion early and evidence of having received counselling from a qualified problem gambling counsellor; and
- (c) any decision to revoke the self-exclusion prior to the Expiry Date remains at the discretion of the MVSE Operator and Venues.

5. If I breach this Deed

If I breach this Deed by going into an Excluded Area or participating in a gambling activity that I have selected to be excluded from:

- (a) I will immediately tell a staff member at the Venue that I am self-excluded from the area and/or gambling activity;
- (b) I authorise the Venue to take any steps it sees fit to stop me gambling in that Excluded Area and/or participating in the gambling activity, including removing me from that part of the Venue;
- (c) I acknowledge that any gambling I undertake at a Venue (including in an Excluded Area) is at my own risk; and
- (d) I acknowledge that if the Excluded Area is a gaming area only, and I breach the self-exclusion on more than one (1) occasion, then I authorise the MVSE Operator to change my self-exclusion to cover all areas of each Venue for the remaining period of the Self-Exclusion.

6. Authorising the Venue to enforce this Deed

I authorise each Venue to:

- (a) prohibit me from entering an Excluded Area and/or participating in a gambling activity that I have selected to be excluded from;
- (b) ask me to leave an Excluded Area if I am found to be there;
- (c) use reasonable force to remove me from an Excluded Area;

- (d) prohibit me from participating in any gambling related activity in an Excluded Area;
- (e) cancel or terminate any gambling activity that the Venue determines is in breach of my self- exclusion;
- (f) notify all Venues listed in this Deed if I breach this Deed or my self-exclusion (or attempt to); and
- (g) remove me from player loyalty mailing lists promoting gaming activities.

7. Use of my personal information

(Please note: This section deals with requirements under the Privacy Act 1988. It relates to the collection, use and handling of your “personal information” (including “sensitive information”). These terms are defined in the Privacy Act 1988. Your personal information is required so that the MVSE Operator can provide the MVSE Program effectively).

I consent to all of the following:

- (a) the Facilitator collecting and using my personal information (including sensitive and Biometric Information) for the purpose of administering and enforcing my self-exclusion;
- (b) the Facilitator taking an image of my face and shoulders and distributing that image, my personal information (including sensitive and Biometric Information), and a copy of this Deed to:
 - (i) each of the Venues; and
 - (ii) the MVSE Operator,for the purpose of administering and enforcing my self-exclusion.
- (c) each of the Venues and the MVSE Operator storing and using my image and personal information (including sensitive information and Biometric Information) for the purposes of this Deed and for any period of time reasonably necessary to administer and enforce my self-exclusion;
- (d) each of the Venues and the MVSE Operator distributing my image and my personal information (including sensitive information and Biometric Information) to any person or organisation which helps to provide the MVSE Program or to administer or enforce my self-exclusion (including Third Party Providers);
- (e) my personal information (including sensitive information and Biometric Information) being retained by the Facilitator; the Venues; the MVSE Operator; and Third Party Providers, for as long as it is necessary to administer or enforce my self-exclusion or for such period required by law; and
- (f) the Facilitator providing a copy of this Deed to the Venue(s) and the MVSE Operator for the purpose of enforcing my self-exclusion and for it to be retained for as long as it is necessary to administer or enforce my self-exclusion or for such period required by law.

The MVSE Operator shall collect, use and store your personal information in accordance with its Privacy Policy (<https://www.clubsnsww.com.au/privacy-policy>) and Personal Information Collection Notice which is attached to this Deed.

8. Authorisation to contact me

(Please note: This section acknowledges that the MVSE Operator may need to contact you about your self-exclusion at any time, including for example, if any changes are made to the way the MVSE Program operates).

I authorise the MVSE Operator to contact me in relation to important matters about this Deed and my self-exclusion using the contact details I provide to the Facilitator at the time I sign this Deed.

I acknowledge that I may opt-in to participating in future research programs aimed at assisting people to avoid or overcome gambling problems by notifying the Facilitator at the time I sign this Deed.

If I opt-in to participating in future research programs aimed at assisting people to avoid or overcome gambling problems, I acknowledge that I can opt-out at any time after signing this Deed by notifying the MVSE Operator by email at privacy@clubsnsw.com.au or by mail at Level 8, 51 Druitt Street, Sydney, NSW 2000.

9. Release of liability

(Please note: This section is important. It acknowledges that the people and organisations involved in providing the MVSE Program want to help you, but are not liable to you in the event that something goes wrong).

To the full extent permitted by law, I release the MVSE Operator (and its Related Bodies Corporate), each Venue, the Facilitator and the Australian Hotels Association, and each of their officers, employees, contractors and agents, from any and all liability in relation to this Deed and my self-exclusion. This includes any claims, demands, causes of action, damages, debts, losses and costs whatsoever, at law or in equity, or under any statute, including those arising out of, or in connection with:

- (a) my decision to enter into this Deed;
- (b) any interview with me in connection with the Deed or any proposal for the Deed;
- (c) any action taken by the Venue(s) in connection with this Deed (or any failure to act);
- (d) the collection, use, handling, storage and distribution of my personal information (including sensitive and Biometric Information), including without limitation any misuse or loss, unauthorised access to, modification or disclosure of such information; and
- (e) a request to revoke my Deed, which is at the discretion of the MVSE Operator.

10. Additional counselling services

I understand that obtaining and attending counselling with qualified counsellors can greatly assist me with my problem gambling.

I understand that Venues are not required to compel me to attend counselling. I acknowledge that:

- (a) the Facilitator of my exclusion did provide or offer me contact information for appropriate counselling agencies; and
- (b) the Facilitator has encouraged me to seek counselling.

11. Assignment

The MVSE Operator may assign its rights or obligations under Deed without your consent to a Related Body Corporate.

12. Agreeing to the terms of this Self-Exclusion Deed

I acknowledge that:

- (a) the terms of this Deed were explained to me at an interview conducted before I signed this Deed;
- (b) I have read, understood and I agree to the terms of this Deed;
- (c) I have been provided with the opportunity to obtain legal advice about this Deed; and
- (d) my decision to enter into this Deed is entirely voluntary.

SIGNATURE BOX

Executed as a Deed Poll. Signed, sealed and delivered by [FULL NAME]

On: [DATE]

At: [ADDRESS]



Signature of [FULL NAME]

Witnessed by [WITNESS NAME]

Witness signature

Witness address: [WITNESS ADDRESS]

MVSE OPERATOR'S PERSONAL INFORMATION COLLECTION NOTICE***Identity and contact details***

The MVSE Operator's privacy policy is available at <https://www.clubsnsw.com.au/privacy-policy>. The privacy policy details how your personal information (including sensitive and Biometric Information) will be collected, stored and used. It also details how your information can be accessed and corrected, and how you can raise any concerns. To the extent of any inconsistency between this Deed and MVSE Operator's privacy policy, the terms in this Deed will prevail.

You can contact the MVSE Operator by email at privacy@clubsnsw.com.au or by mail at Level 8, 51 Drutt Street, Sydney, NSW 2000.

Circumstances of collection and use of your personal information

The primary purpose for which the MVSE Operator is collecting your personal information is to store it in the MVSE Operator's MVSE System and, subject to this Deed, to allow the Venue(s) and any other person or organisation which helps to provide the MVSE Program or administer or enforce your self-exclusion (including Third Party Providers), to access your personal information in the MVSE system for the purpose of administering or enforcing your self-exclusion.

You agree that the MVSE Operator may also use your personal information for related secondary purposes including as required or permitted by any law (including the Privacy Act).

What personal information the MVSE Operator collects

The MVSE Operator will collect personal information (including sensitive information and Biometric Information) from you to administer and enforce your self-exclusion, including:

- first name and surname;
- date of birth;
- place of residence (street number, street name, suburb, State or Territory and postcode);
- email address;
- phone number;
- gender; and
- photo.

Consequences if personal information is not collected

Providing the MVSE Operator with the requested personal information is not required by law. However, if you do not provide the MVSE Operator with the personal information requested, or the information provided is incorrect or incomplete, the MVSE Operator may not be able to enforce your self-exclusion in accordance with this Deed.

Disclosures of your personal information to third parties

The MVSE Operator may disclose your personal information to the following persons and organisations for the purposes described above (as well as otherwise permitted or required under Australian law):

- each of the Venues;
- any other person or organisation which helps to provide the MVSE Program or enforce your self-exclusion for the purpose of administering or enforcing your self-exclusion, including any Third Party Providers;
- the MVSE Operator's employees, contractors and external service providers (and those of the MVSE Operator's Related Bodies Corporate);
- as required or permitted by any law (including the Privacy Act); and
- properly authorised law enforcement and other regulatory bodies.

Disclosures of your personal information to overseas recipients

The MVSE Operator shall not transfer my personal information held in connection with this Deed outside Australia, or allow parties outside Australia to have access to it.