



Self-Exclusion Agreement

Definitions

In this Agreement, capitalised terms have the meaning set out below:

- **Agreement** means all the terms contained in this document.
- **Application** means the “Self-Exclusion Application” accessible on the MVSE Operator’s website which allows individuals to create a request to self-exclude themselves from a Gaming Area or Gaming Areas in a Venue or Venues.
- **Biometric Information** means information containing my facial features which can be used to identify me.
- **End Date** means the last day of my self-exclusion under this Agreement as notified to me by the MVSE Operator in the Self-Exclusion Order unless my self-exclusion is terminated earlier in accordance with this Agreement.
- **Gaming Area or Gaming Areas** means all the areas within a Venue or Venues where poker machines and/or electronic gaming machines are present.
- **MVSE Operator** means The Registered Clubs Association of New South Wales (ABN 61 724 302 100) or its permitted assigns.
- **MVSE Program** means the “multi-venue self-exclusion program”, including the web-based exclusion system developed, owned and operated by the MVSE Operator (**MVSE System**) and access to counselling services and support.
- **Personal Information** means all the information outlined in clauses 2(a) – 2(i) of this Agreement.
- **Related Body Corporate** has the meaning given to it in the *Corporations Act 2001* (Cth).
- **Self-Exclusion Order** means the notification issued by the MVSE Operator to the email address provided in the Application which confirms that an individual’s request to self-exclude themselves from a Venue or Venues has been accepted and contains the Start Date and End Date of the self-exclusion.
- **Start Date** means the date notified to me by the MVSE Operator in the Self-Exclusion Order as being the start date of my self-exclusion.
- **Third Party Provider** means a third party which supplies a technological product to a Venue to help that Venue enforce a self-exclusion under this Agreement, including (but not limited to) facial recognition technology.
- **Venue or Venues** refers to each of the registered club(s) and/or hotel(s) I select in completing the Application.

In this Agreement “I”, “my” and “me” means the individual completing the Application.

1. Commitment to self-exclusion

I want to stop myself from being able to gamble at the Venue(s). By submitting the Application:

- (a) I agree not to enter the Gaming Areas of the Venue(s); and
- (b) I confirm that I would like to be excluded from, and denied access to, the Gaming Areas of the Venue(s).

2. Agreement

By submitting the Application, I promise to provide the MVSE Operator with the following information in this Application:

- (a) my first name and any given names;
- (b) my last name;
- (c) my date of birth;
- (d) my gender;
- (e) my contact address (street number, street name, suburb, State or Territory and postcode);
- (f) my email address;
- (g) my phone number;
- (h) a copy of my driver licence, photo card or passport; and
- (i) a photo of my face,

('Personal Information')

in consideration for the MVSE Operator making my Personal Information available to the Venue or Venues on the MVSE System in accordance with this Agreement, to assist the Venue or Venues in enforcing my self-exclusion.

3. Confirmation about the effects of this Agreement

I acknowledge and agree that:

- (a) this Agreement is effective and binding on and from the date I tick the checkbox and submit the Application and terminates on the End Date;
- (b) by ticking the checkbox and completing the Application I agree to the terms of this Agreement;
- (c) I am not making this Application on behalf of any other person but myself and acknowledge that the MVSE Operator may terminate this Agreement and end the self-exclusion if the MVSE Operator knows or suspects that the Application has been submitted using false or misleading information or another person's Personal Information;
- (d) my self-exclusion is not effective until the MVSE Operator issues a Self-Exclusion Order to me using the contact details I provide in the Application which confirms that my self-exclusion has been accepted and notes the Start Date and End Date of my self-exclusion;
- (e) if I have submitted a completed Application to the MVSE Operator, no further contact is required between me and the MVSE Operator to process the Application;
- (f) if I have submitted an Application which is incomplete, the MVSE Operator will contact me to rectify the issues in the Application;

- (g) this Agreement only operates to exclude myself from the areas within a Venue where poker machines and/or electronic gaming machines are present; and
- (h) this Agreement does not allow me to exclude myself from an entire Venue.

If my Application is approved by the MVSE Operator, I acknowledge and agree that:

- (a) I will be issued with a Self-Exclusion Order by the MVSE Operator;
- (b) this Agreement places legal obligations on me and subject to clause 2, it does not place legal obligations on anyone else; and
- (c) Venues are authorised under the *Gaming Machines Act 2001 (NSW)* to take certain actions against me to prevent me from entering, remove me from or cause my removal from, Gaming Areas, but are not legally compelled to take those actions.

4. Starting the self-exclusion period

I understand and agree that my self-exclusion period starts on the Start Date and ends on the End Date.

5. Ending my self-exclusion earlier than the End Date

I understand and agree that:

- (a) I am not permitted to end my self-exclusion within six (6) months of the Start Date;
- (b) if I wish to terminate this Agreement prior to the End Date and only after completing six (6) 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 End Date remains at the discretion of the MVSE Operator and Venue or Venues.

I agree that the MVSE Operator may, in its absolute discretion, immediately terminate this Agreement prior to the End Date without providing notice to me if the MVSE Operator knows or suspects that the Application has been submitted using false or misleading information and/or another person's Personal Information.

6. If I breach this Agreement

If I breach this Agreement by going into a Gaming Area:

- (a) I will immediately tell a staff member at the Venue that I am self-excluded from the area;
- (b) I authorise the Venue to take any steps it sees fit to stop me entering and gambling in that Gaming Area, including removing me from that part of the Venue;
- (c) I acknowledge that any gambling I undertake at a Venue (including in a Gaming Area) is at my own risk; and
- (d) I acknowledge that if 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.

7. Authorising the Venue to enforce this Agreement

I agree that a Venue may:

- (a) prohibit me from entering a Gaming Area;

- (b) ask me to leave a Gaming Area if I am found to be there;
- (c) use reasonable force to remove me from a Gaming Area;
- (d) cause me to be removed from a Gaming Area;
- (e) prohibit me from participating in any gambling related activity in a Gaming Area;
- (f) cancel or terminate any gambling activity that the Venue determines is in breach of my self-exclusion;
- (g) notify all Venues if I breach this Agreement or my self-exclusion (or attempt to) through the MVSE System; and
- (h) remove me from player loyalty mailing lists promoting gaming activities.

8. 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 “personal information” (including “sensitive information”). These terms are defined in the Privacy Act 1988 (Cth). Personal information is required so that the MVSE Operator can provide the MVSE Program effectively).

I consent to all of the following:

- (a) the MVSE Operator collecting, recording, using, storing and disclosing my Personal Information (including Biometric Information) in accordance with the MVSE Operator’s Personal Information Collection Statement and Privacy Policy (<https://www.clubsnsw.com.au/privacy-policy>);
- (b) 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 Agreement and for any period of time reasonably necessary to administer and enforce my self-exclusion or for such period required by law;
- (c) each of the Venues and the MVSE Operator distributing my image and my Personal 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; and
- (d) my personal information and Biometric Information being stored by 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.

9. Authorisation to contact

I authorise the MVSE Operator to contact me in relation to important matters about this Agreement, the MVSE Program and my self-exclusion using the contact details I provide in this Application.

10. 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 me but are not liable to me 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 and the Australian Hotels Association, and each of their officers, employees, contractors and agents, from any and all liability in relation to this Agreement 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 Agreement;

- (b) the MVSE Operator making my Personal Information and Biometric Information available to the Venue or Venues and any Third Party Provider to assist the Venue or Venues in enforcing my self-exclusion;
- (c) any action taken by the Venue or Venues in connection with this Agreement (or any failure to enforce my self-exclusion) except to the extent that such action or failure to act is willfully negligent or unlawful;
- (d) the MVSE Operator collecting, using, handling, storing and distributing my Personal Information (including Biometric Information) for the purpose of assisting the Venue or Venues in enforcing my self-exclusion; and
- (e) a request to revoke my self-exclusion, which is at the discretion of the MVSE Operator.

11. Additional counselling services

I understand that:

- (a) obtaining and attending counselling with qualified counsellors can greatly assist me with my problem gambling; and
- (b) the MVSE Operator and Venues are not required to compel me to attend counselling.

12. Assignment

The MVSE Operator may assign its rights or obligations under this Agreement without my consent to a Related Body Corporate.

13. Agreeing to the terms of this Agreement

I acknowledge that:

- (a) I have read, understood and I agree to the terms of this Agreement;
- (b) I have been provided with the opportunity to obtain legal advice about this Agreement; and
- (c) my decision to enter into this Agreement is entirely voluntary.

14. Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

15. Electronic signing

By ticking the checkbox in the Application stating that “I agree to the Self-Exclusion Agreement” and submitting this Application, I agree to the terms of this Agreement and acknowledge that the ticking of the checkbox constitutes a valid signature for the purposes of the *Electronic Transactions Act 2000* (NSW) and is evidence of my intention to enter into this Agreement.