

DEED OF SELF EXCLUSION

THIS DEED is made on

BY:

of

in the State of NSW

BACKGROUND:

A. I believe that I have a problem controlling my use of gaming machines at the gaming venue(s) at:

B. I wish to enter into this Deed to record my desire to exclude myself and to be excluded from the Venue(s) referred to above.

OPERATIVE PART

1. SELF EXCLUSION

1.1 I desire to deny myself the right of entry to and to exclude myself from the areas at the Venue(s) set aside for gaming purposes or in which there are gaming machines (including that area in a general bar where gaming machines are operating) ("Restricted Gaming Areas") and to deny myself the right to use gaming machines at the venue(s) (such exclusions and denials called "Self Exclusion").

1.2 I accept that Self Exclusion is made voluntarily and does not place any obligation, duty or responsibility on anyone except me.

1.3 I acknowledge that the Australian Hotels Association (NSW) ("the Industry Body") is authorized under s46 of the Gaming Machines Act 2001 to provide problem gambling counseling services to hotels and that the Industry Body operates as a self exclusion and Problem Gambling Counselling Referral Service known as GameCare ("the Self Exclusion Program").

1.4 I understand and accept that upon signing and lodging this document with the Industry Body I become self excluded ("a Self Excluded Person") from the Restricted Gaming Areas at the Venue(s) and I agree that if I do so, I may be removed in accordance with this document.

1.5 I want Self Exclusion from the Venue(s) to remain in force for a minimum period of **12/24/36** months which will end on

2. ROLE OF INDUSTRY BODY

I want the Industry Body to retain this Deed as a record of my Self Exclusion and I authorise it to produce it to the licensee or other person with authority at the Venue(s).

3. UNDERTAKINGS

I undertake that I will, during the period of Self Exclusion:

- (a) consider myself as a Self Excluded Person; and
- (b) not withdraw or revoke any undertaking, authority, release, covenant and/or indemnity contained in this Deed; and
- (c) not enter the Restricted Gaming Areas at the Venue(s); and
- (d) seek and continue to seek the assistance and advice of a problem gambling counsellor.

4. AUTHORITIES

- 4.1 I authorise the Industry Body, the licensee including an employee or contractor acting at the direction of the licensee or person of authority at the Venue(s) during the period of Self Exclusion:
- (a) to ask me to immediately leave the Restricted Gaming Areas at the Venue(s) if I am found to be in a Restricted Gaming Area;
 - (b) that if I refuse to immediately leave a Restricted Gaming Area at the Venue(s), to take such action as is necessary (including the use of reasonable force) to remove me and stop me re-entering a Restricted Gaming Area; and
 - (c) to take such other action as the Industry Body, the licensee or other person of authority at the Venue(s) deems necessary (including the use of reasonable force) to prevent me from entering the Restricted Gaming Areas thereafter.
- 4.2 I authorise the Industry Body to take my photograph as a means of identification of me and to retain my photograph and all records relating to my Self Exclusion and to deal with such copies and records and my photograph as it sees fit in connection with the Industry Body's Self Exclusion Program including the anonymous collection of data by the Industry Body.
- 4.3 I authorise the Industry Body, the licensee or other person of authority at the Venue(s) within the period of Self Exclusion to retain and display my photograph and name at the Venue(s) in an area accessible to venue staff but not the general public for the purpose of allowing staff to identify me as a Self Excluded Person.
- 4.4 I acknowledge that the Industry Body will from time to time, undertake research in respect to the Self Exclusion Program and its effectiveness. I acknowledge that such research is undertaken to improve services connected with assisting problem gamblers. I authorise the Industry Body to provide my contact details to any third party, agent or contractor, that the Industry Body has engaged for the purpose of undertaking such research.

5. ACKNOWLEDGMENT

I acknowledge that although I give the Industry Body, the licensee and other person of authority at the Venue(s), the above authorities, there is no obligation, duty and a responsibility on them or any of them to take any or all of the actions or things I authorise them to do.

6. RELEASE

6.1 I hereby release:

- (a) the Industry Body, including its officers, members, employees, agents and contractors; and
- (b) the licensee and any other person of authority at the Venue(s); and
- (c) any person acting under this deed at the direction of those referred to in 6(a) and 6(b) above;

(collectively referred to as "the Released Persons")

from all actions, suits, claims and demands and any other liability whatsoever which, but for this document, could now or may hereafter be asserted, brought or made by me or by anyone on my behalf arising from any damage or injury or otherwise caused directly or indirectly as a result of any act, default or omission of the Released Persons in relation to this Self Exclusion, including but not limited to:

- (a) the display, keeping and dissemination of photographs and records relating to me and my Self Exclusion;
- (b) any interviews with me relating to Self Exclusion;
- (c) preventing me (including the use of reasonable force) from entering the Restricted Gaming Areas of the Venue(s) or refusing to leave the Restricted Gaming Areas of the Venue(s) and preventing me from using gaming machines at the Venue(s); and
- (d) wholly or in part failing to act upon or respond to my desire for and my undertakings and authorities in respect of my Self Exclusion and I agree not to take any legal action against the Industry Body, the licensee and any other person of authority at the Venue(s) in relation to anything referred to in this clause.
- (e) the dissemination of my personal details in accordance with clauses 4.2 and 4.4.

6.2 I accept that the Industry Body, the licensee and any other person of authority at the Venue(s) and any person acting under their direction may plead this release and covenant not to sue as an absolute bar to any and all actions, suits, claims and demands made by me, my executors, administrators and assigns or on my behalf whether made now or at any other time

7. INDEMNITY

I indemnify and will keep indemnified :

- (a) the Industry Body, including its officers, members, employees, agents and contractors; and
- (b) the licensee and any other person of authority at the Venue(s); and
- (c) any person acting at the direction of those referred to in 7(a) and 7(b) above;

(collectively referred to as "the Indemnified Persons") against all actions, liabilities, proceedings, losses, claims, damages, costs and expenses which the Indemnified Persons may suffer, incur or sustain in connection with or arising directly or indirectly from any act, default or omission by or on behalf of the Indemnified Persons in relation to my Self Exclusion.

8. ACKNOWLEDGMENT OF UNDERSTANDING

I acknowledge that:

- (a) the contents of this document have been read to me by the Industry Body at my Self Exclusion interview held at on ; and
- (b) I understand this document and all obligations, duties and responsibilities on me created by it; and
- (c) the Industry Body has made no assurance to me of confidentiality as to any matter connection with my Self Exclusion including the display of my photograph and name;
- (d) my Self Exclusion will remain in force for the period of Self Exclusion and I will not withdraw it;

- (e) my Self Exclusion is voluntary and creates no legal liability of the Industry Body, the licensee or any other person of authority at the venue(s) and that it is not my intention to create any such legal duty, obligation or responsibility.

9. REVOCATION

Notwithstanding anything else in this document, I may revoke this Self Exclusion but only:

- (a) after a period of not less than three (3) months; and
- (b) by arranging and attending another interview with the Industry Body; and
- (c) by producing written evidence that I have received counselling from a qualified problem gaming counsellor concerning my Self Exclusion and its revocation; and
- (d) only after signing and lodging with the Industry Body the Deed of Revocation of Self Exclusion.

10. TERMINATION

The Deed terminates on the day specified in Section 1.5, or after the revocation of the self-exclusion pursuant to Section 9 – whichever first occurs. Notwithstanding the termination of this deed, it is acknowledged that clauses 4.2 and 4.4 continue despite the expiration of this deed.

EXECUTED as a Deed.

SIGNED SEALED and **DELIVERED** by the said)
 in the presence of:)
)

Signature of Witness

Full Name of Witness

Address of Witness

CERTIFICATE OF REPRESENTOR

I, of

hereby certify that I have read and explained the contents of this document to

..... on 20 and he/she appeared

to understand it.