

GAMING MACHINE PLAYING CONDITIONS

Please Read Carefully

- a. All persons who play gaming machines in any of the Club's premises do so subject to the following By Laws which shall be the terms and conditions of play. The decision of the Club as expressed by its officers and/or employees as to the interpretation of these By-Laws shall be final.
- b. The gaming machines in the Club can only be played by, and any jackpots or prize won will only be paid to, financial Full Members of the Club, Guests of Full Members, Temporary Members and Honorary Members over the age of 18 years who have complied with all legal requirements to be admitted to the Club. No person is asked to participate. Any playing of machines is at your sole option, discretion and risk.
- c. The Club reserves the right to refuse any person the right to play gaming machines in the Club.
- d. A machine may only be reserved for a maximum of 3 minutes unless permissible for Members through the Gaming System.
- e. If a person plays two gaming machines at a time, that person must vacate one of the machines if another person wishes to play one of the same machines.
- f. A person in the club shall not:
 - i. Ask or require any other person to give or lend them any money;
 - ii. Give money or lend money to any other person;
 - iii. Take any actions to recover monies claimed from or owed by any other person.
- g. Only currency of Australian legal tender in the denominations of \$1 coins or in such other denominations in coins or notes as otherwise indicated on the gaming machines themselves are to be used to play the Club's gaming machines.
- h. Only valid gaming machine tickets issued from an approved gaming machine are to be used on machines that accept gaming tickets.
- i. If the gaming machine is able to be operated without using legal tender or if playing the machine does not reduce the credit meter by the appropriate amount, it is the player's responsibility to immediately report the malfunction to an employee of the Club.
- j. Tilting, rocking, jamming or in any way moving or damaging a gaming machine in the Club is strictly prohibited.
- k. No jackpot or prize will be paid unless the winning combination is seen by authorised staff and verified to be paid pursuant to the Club's procedure of paying jackpots.
- l. No jackpot, prize or winning combination will be paid to a player which is won before the opening time of the Club or after closing time has been announced.
- m. The Club reserves the right to ensure that every jackpot is played off a machine.

- n. A patron must not insert amounts in excess of \$100 in total into a gaming machine and then seek to cash out after no or minimal play.
- o. A patron is not permitted to participate in syndicate play, demonstrated by actions including but not limited to, organised group monopolisation of gaming machines.
- p. A patron is not permitted to purchase another patron's jackpot, payout or double up, whether for full or other value.
- q. A patron is not permitted to enlist others to play gaming machines upon their behalf.
- r. A patron is not permitted to insert their card into a gaming machine which is being played by another person.
- s. At any time the Club may require a player to provide evidence of the source of wealth and/or the source of funds used for gambling, as a condition of using its gaming machines. Failure to provide satisfactory evidence may result in the withdrawal of permission to use gaming machines and/or disciplinary action, including exclusion from the gaming area or the Club.
- t. At any time when requested by the Club, including at the time of claiming or collection/payment of prizes, a player must provide their full name and address plus details of the basis on which they are on the Club's premises, with such documentary proof as the Club reasonably requires. Such documentary proof may include production of a person's membership card and/or a person's driver's licence. The Club may prevent a person from playing or continuing to play any machine, or decline a claim or collection/payment of any prize, if satisfactory details or documents are not provided.
- u. The Club may refuse payment if, in the opinion of an authorised employee, Director or Member of the Club, the machine has malfunctioned and/or if a winning combination showing has not been registered on the machine.
- v. A player of the Club's gaming machines acknowledges, by choosing to play the Club's gaming machines, that the Club's decision as to whether a gaming machine has malfunctioned or not and/or if a winning combination showing has not been registered on the machine is final.
- w. If a gaming machine overpays, or pays on a non-winning combination, it is the player's responsibility to immediately report the malfunction to an employee of the Club.
- x. In the case of a Member, a jackpot or prize of \$5,000 or more may be paid no earlier than 24 hours after the total prize money becomes payable where verification of financial Club membership and verification by authorised staff has taken place. In the case of a non-member, any jackpot or prize of \$5,000 or more may be paid no earlier than 24 hours after the total prize money becomes payable where verification by authorised staff has taken place.
- y. The Club must pay so much of the total prize money payable to a person as exceeds \$5,000: by means of a crossed cheque payable to the person, or if the person so requests, by means of electronic funds transfer (if those means are available to the Club) to an account nominated by the person.

Subject to sub-clauses (v) and (w) above, prize cheques may be either mailed or handed to Members, and in the case of other prize winners, mailed to the address of that person as shown in the register of Guests of Members, the Temporary Members' register or the Honorary Members' register as the case may be.

- z. Every player acknowledges and agrees that any part of or all of a jackpot or prize paid to any player in error may be recovered from that player by the Club. A player will immediately upon demand repay any part or all of a jackpot or prize paid in error.
- aa. Failure to report any malfunction of a gaming machine in the Club may result in legal

proceedings being instituted against the player.

- bb. Members who are also current Club employees or former Club employees, and members who are Club contractors and their employees who are members must observe all relevant restrictions imposed by the Club from time to time regarding such persons membership rights. Without limiting the generality of the foregoing, an employee or contractor must not play machines at anytime, whilst on duty nor during meal or rest periods or other breaks from duty regardless of their concurrent membership of the Club. Prizes won by an employee or contractor when playing a machine in breach of this By-Law will not be paid.
- cc. Players must give full consideration to the rights and comfort of other players. Conduct unbecoming of a member or otherwise in breach of these By-Laws or the Club's Constitution may result in exclusion or suspension from the Club.
- dd. It is an offence under section 80 of the Gaming Machines Act 2001 for a person:
 - i. To have possession of a device made or adapted, or intended by the person to be used, for interfering with the normal operation of a gaming machine in the Club; or
 - ii. To do anything calculated, or likely to interfere with the normal operation of a gaming machine in the Club; or
 - iii. To do anything calculated to render a gaming machine in the Club incapable, even temporarily, of producing a winning combination.
 - iv. The maximum penalty for an offence is currently \$11,000 or imprisonment for 12 months, or both. The Club will report to the police any person that it believes may be committing any such offence or other offences under the Gaming Machines Act or Gaming Machines Regulation 2019.
- ee. The Club reserves the right to refuse payment to any Member, Guest of a Member, Temporary Member or Honorary Member or any other person who in the opinion of the Club has breached any of these By-Laws.
- ff. The Club has in place a Self-exclusion Policy and an Involuntary Exclusion Policy. A person who excludes themselves or is excluded from the Club will not be permitted to play the Club's Gaming Machines until the exclusion period has expired and all conditions of the relevant policy and any individual program applicable to that person have been met.
- gg. Any credits on a machine which do not belong to the person playing the machine must not be played or collected by anyone else and must be reported to the Duty Manager or the Gaming Manager of the Club.
- hh. Any Member, Guest of a Member, Temporary Member or Honorary Member or any other person violating these gaming machine By-Laws may be asked to leave the Club and the Member may be liable to suspension.

The Club may withdraw or amend these By-Laws at any time in its absolute discretion. Any change becomes operative immediately after it is displayed in any conspicuous place of the Club's premises.