

Self Exclusion Deed

Important Notice

Attached to this page is a Self Exclusion Deed whereby a patron of a venue can exclude themselves from the entire venue premises or from the gambling areas of the venue premises each nominated in the Deed.

The Self Exclusion Deed is a means for a patron to voluntarily exclude themselves from the venue(s) listed in the Deed because they recognise they have a problem with gambling.

A person who signs this Deed makes a legal and binding commitment not to play gaming machines at the venue(s) and either to not enter the gaming machine area of the venue(s) or the venue(s) themselves.

There is a further option where a person may exclude from all gambling activities including gaming machines, Keno and wagering.

The Deed will authorise staff of the venue(s) to take certain actions as set out in the Deed to prevent a patron who has signed the Deed from entering the venue(s) or the areas of the venue(s) from which they have self-excluded.

This Deed is an important legal document which will affect your rights if you sign it and give permission for it to be distributed to each of your nominated venue(s).

If you are uncertain of the effect or meaning of this Deed or words in it, you should seek independent legal advice.

Of course, you can seek independent legal advice on this Deed at any time before or after you sign it.

The patron entering into this Deed and the witness must sign at the bottom of each page of this Deed and at the end of the Deed on the last page where indicated.

Collection Notice

The Registered Clubs Association of New South Wales (ABN 61 724 302 100) (ClubsNSW) collects your personal information for the purpose of administering the Multi Venue Self Exclusion Program, which venues are required to provide to patrons under the *Gaming Machine Act (NT)* and the *Gaming Machine Regulation (NT)* and other related services.

If we do not collect your personal information, we may be unable to administer the Multi Venue Exclusion Program to your benefit or provide you with our related services.

We may disclose your personal information to our related bodies corporate and other organisations (including the venues nominated by you in this Self Exclusion Deed) if we believe it is necessary to administer the Multi Venue Exclusion Program, or to provide you with a product or service which you have requested, or for other purposes set out in our Privacy Policy.

Your personal information will be handled in accordance with our Privacy Policy and any consents you have given. Our Privacy Policy details how you can access, correct or complain about the handling of your personal information, and how we will respond to your requests or complaints. Our Privacy Policy is available at <https://portal.clubsnsw.com.au/privacy-policy>.

Self Exclusion Deed

THIS DEED POLL is made on the _____ of _____ of 20____ by me
(Date) (Month) (Year)

(Christian/Middle, Surname)

(Suburb)

BACKGROUND

- (A) I have a problem controlling my use of gaming machines/Keno/TAB/Gaming Tables at venues. (Strike out which options are non-applicable.)
- (B) I wish to stop using gaming machines and engaging in all other forms of gambling activity at the premises of the venue(s) set out in paragraph (C), (“the Venues”)
- (C) I want to be excluded from and denied access to the area(s) which are referred to in this Deed as the “Excluded Area” being either: (i) the entire premises, or (ii) the gaming machine areas only, or (iii) the Gaming Tables/Keno/TAB/Lottery Counters/Gaming Machine Area of the premises in the table below:

VENUES

Venue Name	Self Exclusion Parameters: (i) or (ii) or (iii), or a combination
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OPERATIVE PART

1. DEFINITIONS, COOLING-OFF AND NOT ENGAGING IN GAMBLING ACTIVITY

1.1 In this Deed the following definitions will apply:

ClubsNSW means The Registered Clubs Association of New South Wales (ABN 61 724 302 100) of Level 8, 51 Druitt Street, Sydney NSW 2000 or any entity owned by such association;

Excluded Area(s) has the meaning set out in paragraph (C) of the “Background” section above;

Facilitator means the individual with access to the System who inputs a Participant’s information in the System;

Multi Venue Self Exclusion Program means the self-exclusion from gambling web based system developed and owned by ClubsNSW including access to counselling services and support, known in the Northern Territory as NT Gambling Care;

Personal Information has the meaning given to the term in the *Privacy Act 1988* (Cth).

Venues has the meaning set out in paragraph (C) of the “Background” section above.

1.2 I am aware that there is a 3 day cooling off period after I sign this Deed, and during that period I may notify the Venue/Facilitator that I have changed my mind and want the Deed to be revoked. However, I acknowledge that the exclusion period set out in clause 6.1 of this Deed will come into force immediately upon signing of this Deed.

1.3 I agree not to enter the Excluded Area(s).

1.4 I agree not to use gaming machines at the Venue(s).

1.5 If I breach this Deed by going into the Excluded Area(s) during operation of this Deed:

(a) I will immediately tell a staff member of the Licensee that I am self-excluded from the area; and

(b) I authorise the Licensee to take any steps it sees fit to stop me gambling in the Excluded Area(s) including removing me from the Excluded Area(s).

1.6 I acknowledge that any gambling I undertake at the venue(s) is at my own risk, including (without limitation) any gambling in the Excluded Area(s)

1.7 I acknowledge that this Deed is made voluntarily, and:

(a) does not place legal obligations on anyone apart from me;

(b) authorises, but does not compel the Venues to take certain action;

- (c) is made for my benefit and for the Venues; and
- (d) the Venues can enforce the Deed against me.

2. PHOTO AND IDENTITY

- 2.1 I give permission to the Venue/Facilitator that first receives this Deed to take images of me when I make this Deed and distribute those images to any and all of the Venue(s) listed in paragraph (C) of the "Background" section above.
- 2.2 I acknowledge that the images taken of me under clause 2.1 and any other images the Venue(s) have of me can be used by the Venue(s) in connection with this Deed.

3. AUTHORISATIONS

- 3.1 I authorise the Venue(s) to:
 - (a) prohibit me from entering the Excluded Area(s);
 - (b) ask me to leave the Excluded Area(s) if I am found to be in the Excluded Area(s);
 - (c) use Reasonable Force if necessary to remove me from an Excluded Area if I do not leave an Excluded Area when asked to do so;
 - (d) prohibit me from participating in any gaming machine related activity at the Venue(s);
 - (e) cancel/terminate any gambling activity that the Venue(s) determines is in breach of my self-exclusion;
 - (f) keep and use my images and records for the purposes and duration of this Deed;
 - (g) discuss this Deed and my problem gambling with any professional consultant or problem gambling service provider or Suitably Qualified Counsellor; (This clause is optional and can be deleted.)
 - (h) in circumstances where I breach this Deed or my self-exclusion, or attempt to breach my self-exclusion, notify all Venues listed in this Deed;
 - (i) remove me from player loyalty mailing lists promoting gaming activities during a period of self-exclusion.
 - 3.2 I authorise the Venue/Facilitator which first receives this Deed to send a copy of this Deed and the image captured of me in accordance with clause 2.2 to:
 - (a) every other Venue listed in paragraph C of the "Background" section above; and
 - (b) the management of the Multi Venue Self Exclusion Program operated by ClubsNSW, known in the Northern Territory as NT Gambling Care.
 - 3.3 I acknowledge that the Venue(s)/Facilitator will collect and handle my Personal Information in accordance with their own privacy policy. I also acknowledge that any Personal Information passed to ClubsNSW by the Venue(s)/Facilitator will be collected and handled in accordance with ClubsNSW 's privacy policy.
 - 3.4 I authorise the Multi Venue Self Exclusion Program operated by ClubsNSW to:
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- (a) contact me in relation to academic or other research which may benefit the treatment of others suffering from problem gambling. (Optional – to be deleted if required.)
- (b) contact me in the event that I am found to be in breach of my self-exclusion.

4. RELEASE

4.1 To the full extent permitted by law, I release the Venue(s), ClubsNSW, the AHANT, the Facilitator(s) of this Deed and any other agent representatives of this program from any and all claims, demands, causes of action, damages, debts, losses and costs whatsoever at law or in equity or under any statute that I have or but for this Deed would have against one or any of them, 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) or representatives or any of them in connection with this Deed;
- (d) the Venues or representatives or any of them omitting or failing to take any action or performing act in accordance with this Deed;
- (e) the Venues or representatives or any of them wholly or in part failing to act upon or in accordance with any undertakings and/or authorities given by me in this Deed; and
- (f) the handling of my Personal Information, including without limitation any misuse and loss, unauthorised access to, modification or disclosure of my Personal Information.

5. ACKNOWLEDGEMENTS

5.1 I acknowledge that:

- (a) the terms of this Deed were read and explained to me at an interview conducted before I signed this Deed;
- (b) I have read and understood the terms of this Deed;
- (c) the decision to enter into this Deed to exclude myself from the Excluded Area(s) is an entirely voluntary action on my part.

6. COMMENCEMENT AND EXPIRY

6.1 This Deed will commence on the day I make this Deed and will expire on

_____/_____/_____
Dd mm yyyy

(being a date not less than 6months and not greater than 48months from the date of this Deed).

6.2 If I wish to terminate this Deed prior to the conclusion of the period referred to in clause 6.1 and only after completing three (3) months of my self-exclusion, I must

make a written application to the manager of the Multi Venue Self Exclusion program operated by ClubsNSW in such form as required by the Multi Venue Self Exclusion program from time to time.

This application can be supported by producing written evidence that I have received counselling from a qualified problem gambling counsellor concerning my self-exclusion and my reasons for wanting to terminate my agreement early. The decision to revoke the self-exclusion prematurely remains at the discretion of the Multi Venue Self Exclusion Program's manager, its member clubs, and member pubs of the AHANT.

7. ENCOURAGEMENT FOR COUNSELLING

- 7.1 I acknowledge that the Facilitator of my exclusion provided me with contact information for appropriate counselling agencies;
- 7.2 I acknowledge that obtaining and attending counselling with qualified counsellors can greatly assist me with my problem gambling.
- 7.3 I acknowledge that the Venue has encouraged and encourages me to seek the type of counselling referred to in clause 7.1.
- 7.4 I acknowledge that despite the encouragement referred to in clause 7.2 there is no obligation on the Venue to compel me to attend such counselling.

8. REFERENCES TO THE VENUE

- 8.1 I acknowledge that references to "the Venue(s)" throughout this Deed also include directors, officers, employees, contractors and agents of the Venues.

9. BENEFIT

- 9.1 I acknowledge that all the exclusions, giving of information, authorisations and releases and promises and covenants contained in this Deed are made for my benefit and are also made for the benefit of each and all of the Venues, ClubsNSW, the AHANT and the Facilitator(s) of this Deed so that each and all of them have specific authority to enforce this Deed.

EXECUTED AS A DEED POLL

Signed, sealed and delivered by me on

the _____ of _____ of 20____
(Date) (Month) (Year)

at _____
(Venue name/counselling company)

[Patron's signature]

Witnessed by [Facilitator's signature]

[Witnesses' signature]

of [Facilitator's address]
