

DEED OF SELF EXCLUSION

THIS DEED made 1st January, 2XXX by John Citizen,

Date Of Birth: XX/XX/XX of 1 High Street, Suburb, XXXX in
the State of VICTORIA

WHEREAS:

1. I believe that I have a problem controlling my use of gaming machines and nominate to be Self-Excluded from the following gaming venue/s:
 1. Venue 1 **SUBURB**
 2. Venue 2 **SUBURB**
 3. Venue 3 **SUBURB**
2. I desire to deny myself the right of entry to and to exclude myself from areas at the Venue/s set aside for gaming purposes only (Restricted Gaming Areas) and to deny myself the right to use gaming machines at the Venue/s (such exclusions and denials hereafter called "Self Exclusion").
3. I desire the Australian Hotels Association (Victoria) / Community Clubs Victoria. (such Associations hereafter called the "Industry Bodies"), the Licensee of the Venue/s and/or their servants or agents to take such action as is necessary to prevent me from entering the Restricted Gaming Areas and using gaming machines at the Venue/s and to remove me from such restricted Gaming Areas.
4. I understand that Self Exclusion from Restricted Gaming Areas at the Venue/s is made voluntarily and does not place any obligation, duty or responsibility on anyone except myself.
5. I understand and accept that upon signing and lodging this document with the Industry Bodies, I become Self-Excluded from the Venue/s and as such I will not enter any Restricted Gaming Areas or use any gaming machine at the Venue/s.

6. I understand and accept that upon signing and lodging this document with the Industry Bodies, I become ineligible to participate in any gaming-related loyalty program administered by or on behalf of a gaming venue for the period of self exclusion. I authorise the Industry Bodies to forward details of my Self Exclusion to administrators of such programs.
7. I understand and desire that Self Exclusion from the Venue/s will remain in force for a minimum period of six (6) months, and will expire on _____ [Period of Self Exclusion].
(Maximum period (2) two years)

UNDERTAKINGS

8. I UNDERTAKE that I will, during the Period of Self Exclusion:
 - a) consider myself as a Self-Excluded Person;
 - b) not withdraw or revoke any undertakings, authorities, release, covenant and/or indemnity contained in this Deed;
 - c) not enter the Restricted Gaming Areas at the Venue/s and will not use the gaming machines at the Venue/s;
 - d) immediately stop using gaming machines and/or leave the Restricted Gaming Areas at the Venue/s at the request of the Industry Bodies, the Licensee of the Venue/s and/or their servants or agents;
 - e) seek and continue to seek the assistance and advice of a Problem Gaming Counsellor; and
 - f) Not seek to become a member of any gaming-related loyalty program administered by or on behalf of a gaming venue.

AUTHORITY

9. I AUTHORISE the Industry Bodies, the Licensee of the Venue/s and/or their servants or agents during the Period of Self Exclusion:

- a) to ask me to immediately stop using gaming machines and/or to immediately leave the Restricted Gaming Areas at the Venue/s;
- b) if I refuse to immediately stop using gaming machines and/or to immediately leave the Restricted Gaming Areas at the Venue/s, to take such action as is necessary to remove me from such Restricted Gaming Areas and/or the Venue/s and to stop me using any gaming machine at the Venue/s; and
- c) to take such other action as the Industry Bodies, the Licensee of the Venue/s and/or their servants or agents deem necessary to prevent me from entering the Restricted Gaming Areas and from using gaming machines at the Venue/s and to remove me from such Restricted Gaming Areas and/or the Venue/s.

10. I AUTHORISE the Industry Bodies to take my photograph.

11. I AUTHORISE the Industry Bodies to retain a copy of my photograph and all records relating to my Self Exclusion and to deal with such copies and records as it sees fit in connection with the Industry Bodies Self Exclusion program, including the anonymous collection of data by the Industry Bodies.

I further authorise the Industry Bodies and nominated venues to notify any relevant persons, including servants and agents of the nominated venues of my undertaking of Self Exclusion in order that my details may be deleted from their records to enable them to cancel participation of any venue promotions.

12. I AUTHORISE the Industry Bodies, the Licensee of the Venue/s and/or their servants or agents, 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 and not the general public for the purpose of allowing Venue staff to identify me as a Self-Excluded Person, AND I FURTHER AUTHORISE the use of the photograph for this purpose.

13. I AUTHORISE the Industry Bodies and nominated venues to notify any relevant persons, including servants and agents of the nominated venues to do all such things necessary to prevent access to and / or remove my participation in any gaming-related loyalty program.

14. I understand and accept that although I give the above authorities there is no obligation, duty and/or responsibility on the Industry Bodies, the Licensee of the Venue/s and/or their servants or agents to undertake any or all of the actions or things so authorised.

RELEASE

15. I and my administrators and assigns HEREBY RELEASE AND COVENANT NOT TO SUE the Industry Bodies, the Gaming Operators, the Licensee of the Venue/s, their nominees, servants, agents, contractors, (including the legal personal representatives of any such persons) and the Victorian Commission for Gambling Regulation (VCGR) (the Released Persons) from all actions, suits, claims and demands whatsoever which, but for this document, could now or 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 my Self Exclusion;
 - b) any interviews with me relating to Self Exclusion;
 - c) preventing me from entering the Restricted Gaming Areas of the Venue/s and/or the Venue/s, from using gaming machines at the Venue/s, removing me from Restricted Gaming Areas and/or the Venue/s, and stopping me 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/or authorities in respect of my Self Exclusion.
16. I accept that the Industry Bodies, the Licensee of the Venue/s, their nominees, servants or agents, contractors and/or legal personal representatives 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 administrators and assigns or on my behalf whether made now, proceeding, or hereafter arising directly or indirectly in any way whatsoever out of my Self Exclusion.

INDEMNITY

17. I and my administrators and assigns now and will at all times in the future INDEMNIFY AND KEEP INDEMNIFIED the Industry Bodies, the Licensee of the Venue/s, their servants or agents, nominees, contractors, and the legal personal representatives of such persons and the VCGLR (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.

ACKNOWLEDGMENTS

18. I ACKNOWLEDGE THAT:
- a) the contents of this document have been read to me by the Industry Bodies at my Self Exclusion interview held on **1st January, 2015;**
 - b) I understand and accept the effect, obligations, duties and/or responsibilities on me and my administrators and assigns created by this document, including the undertakings, authorities, release, covenant, indemnity and acknowledgments;

- c) the Industry Bodies, the Licensee of the Venue/s and/or their servants or agents make no assurances to me of confidentiality in respect to any matter connected with my Self Exclusion, including the display of my photograph and name and/or the keeping and/or dissemination of records and any other information relating to my Self Exclusion;
- d) my Self Exclusion will remain in force and will not be withdrawn during the Period of Self Exclusion;
- e) the Self Exclusion process is entirely voluntary involving voluntary undertakings by me (but which are enforceable against me) and is not a contract and does not require any action or responsibility by and in no way binds the Industry Bodies, the Licensee of the Venue/s, their nominees, servants or agents, contractors and/or legal personal representatives;
- f) it is not my intention to create any legal duty, obligation or responsibility on the Industry Bodies, the Licensee of the Venue/s and/or their nominees, servants or agents, contractors and/or legal personal representatives;

REVOCATION AND TERMINATION

19. Notwithstanding paragraphs 6 and 7 above, I may revoke this Self Exclusion but only:
- a) after the expiration of a minimum period of six (6) months from the commencement of the Period of Self Exclusion;
 - b) by arranging and attending another interview with the Industry Bodies;
 - c) by producing written evidence that I have received counselling from a qualified Problem Gaming Counsellor in respect of revocation of Self Exclusion; and
 - d) after signing and lodging with the Industry Bodies the *Deed of Revocation of Self Exclusion*.
20. At the expiration of the Period of Self Exclusion or upon revocation in accordance with paragraph 19 above, my Self Exclusion shall be at an end and I may thereafter enter Restricted Gaming Areas and use the gaming machines at the Venue/s.

EXECUTED AS A DEED POLL

Signed, Sealed and)
Delivered by me on)
the **1st January, 2000**)
at **(sign up location)**) X.....

Witnessed by: X.....
Name of Witness: **Self Exclusion Officer**
Address of Witness: **AHA Vic, Level 1, 1 Little Collins St,
Melbourne, VIC 3000**