This Deed Poll is made by the Venue Operator described in Schedule 1 (Venue Operator)

In favour of: The Honourable Marlene Kairouz MP, Minister for Consumer Affairs, Gaming and Liquor Regulation, for and on behalf of the Crown in right of the State of Victoria (**Minister**)

Background

- A. Under section 3.4A.5 of the Act, the Minister may:
 - a) from time to time create Entitlements and allocate Entitlements to venue operators; and
 - b) determine the process for allocation of Entitlements and requirements to be complied with by venue operators to participate in this process.
- B. Under the Allocation and Transfer Rules, the Minister has determined that:
 - a) Entitlements may be allocated by way of the Entitlement Offer; and
 - b) to participate in the Entitlement Offer, venue operators must agree to be bound by the requirements set out in this Deed Poll.
- C. The Venue Operator wants to participate in the Entitlement Offer and agrees to be bound by the requirements set out in this Deed Poll.

Agreed terms

1. Interpretation

1.1 Definitions

Words not otherwise defined in this Deed Poll have the same meaning as in the Act, except where a contrary intention appears.

2022-2032 Price means the amount in respect of the period that begins on 16 August 2022 and ends on 15 August 2032, payable by the Venue Operator for each relevant Entitlement allocated to it under the Entitlement Offer (being the unit price set out in Schedule 2 in respect of an Approved Venue, a Proposed Venue, Unattached Entitlements or Non-Operating Entitlements).

Act means the Gambling Regulation Act 2003 (Vic).

Allocation means the process by which the Minister allocates Entitlements, as determined by the Minister under section 3.4A.5(9) of the Act and set out in the Allocation and Transfer Rules.

Allocation and Transfer Rules means:

- (a) the Gaming Machine Entitlement Allocation and Transfer Rules published in the Victoria Government Gazette (No. G40/17) on 5 October 2017;
- (b) the Gaming Machine Entitlement Allocation and Transfer Rules published in the Victoria Government Gazette (No. S379/17) on 9 November 2017; and
- (c) the Gaming Machine Entitlement Allocation and Transfer Rules published in the Victoria Government Gazette (No. S450/17) on 20 December 2017.

Approved Venue means an approved venue to which the Entitlement Offer relates, as set out in Schedule 2.

Business Day means a day that is not a Saturday or Sunday or a day declared as a Public Holiday in Melbourne under the *Public Holidays Act 1993* (Vic).

Club Entitlement means a club gaming machine entitlement as defined in the Act.

Deed Poll means this document.

Deposit means the amount set out in clause 4.1(a).

Entitlement means a gaming machine entitlement as defined in the Act.

Entitlement Offer means the offer of Entitlements made by the Minister to eligible entities in accordance with the Allocation and Transfer Rules.

Entitlement-Related Agreement for Payment means an agreement with the Minister to be entered into by a venue operator pursuant to section 3.4A.6 of the Act, which deals with matters related to the payment for Entitlements allocated under the Entitlement Offer.

EOI Form means an expression of interest form submitted by the Venue Operator to the Minister in accordance with the Allocation and Transfer Rules, in respect of each Proposed Venue.

Excess Deposit means the amount by which the Deposit exceeds:

- (a) 2.5% of the 2022-2032 Price for all Club Entitlements to be allocated to the Venue Operator by the Minister under the Entitlement Offer (as set out in the Notice of Provisional Allocation (as revised, if applicable)); or
- (b) 5% of the 2022-2032 Price for all Hotel Entitlements to be allocated to the Venue Operator by the Minister under the Entitlement Offer (as set out in the Notice of Provisional Allocation (as revised, if applicable)).

Hotel Entitlement means a hotel gaming machine entitlement as defined in the Act.

Independent Review Panel means the Review Panel established under Division 2 of Part 2A of Chapter 10 of the Act.

Nominated Number means the maximum number of Entitlements the Venue Operator agrees to purchase with respect to an Approved Venue, a Proposed Venue, Unattached Entitlements or Non-Operating Entitlements, as set out in Schedule 2.

Non-Operating Entitlement means an Entitlement held by the Venue Operator on 7 July 2017, where the Venue Operator did not have an approved venue on that date, and to which the Entitlement Offer relates as set out in Schedule 2.

Notice of Provisional Allocation means a notice from the Minister to the Venue Operator in accordance with the Allocation and Transfer Rules, which sets out how many Entitlements the Venue Operator has been provisionally allocated by the Minister.

Program Director means the person appointed from time to time by the State as the Program Director for the Gambling Licensing Program, Office of Liquor Gaming and Racing of the Department of Justice & Regulation of the State.

Proposed Venue means a proposed venue to which the Entitlement Offer relates, as set out in Schedule 2.

Regulations means any regulations made under the Act.

Relevant Person means the officers, employees, servants, agents and contractors of the Venue Operator (including its consultants and professional advisers).

State means the Crown, in right of the State of Victoria.

Unattached Entitlement means an Entitlement held by the Venue Operator on 7 July 2017 but which was not attached to an approved venue on that date, and to which the Entitlement Offer relates, as set out in Schedule 2.

1.2 Interpretation

In this Deed Poll, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa;
- (b) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (c) 'includes' means includes without limitation;
- (d) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it:
- (e) a reference to:
 - a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced:
 - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (v) "\$", "dollars" or "AUD" is a reference to the lawful currency of the Commonwealth of Australia;
 - (vi) a party or parties is a reference to the Minister and the Venue Operator (as the case requires); and
 - (vii) time is a reference to the time in Melbourne, Victoria; and
- (f) if the date on or by which any act must be done under this Deed Poll is not a Business Day the act must be done on or by the next Business Day.

1.3 Precedence

(a) This Deed Poll must be read in conjunction with the Act, the Regulations and the Allocation and Transfer Rules.

- (b) In the interpretation of this Deed Poll, to the extent that there is any inconsistency between the provisions of this Deed Poll and the provisions of the Allocation and Transfer Rules or the Act and any Regulations, then the following descending order of precedence will apply:
 - (i) the Act and any Regulations;
 - (ii) the Allocation and Transfer Rules; and
 - (iii) this Deed Poll.

2. Terms and conditions binding

- (a) Upon execution of this Deed Poll, the terms and conditions of this Deed Poll and the Allocation and Transfer Rules bind the Venue Operator.
- (b) A breach of this Deed Poll or the Allocation and Transfer Rules by the Venue Operator or any Relevant Person gives the Minister the right to, without limitation, exclude the Venue Operator from the Entitlement Offer.

3. Binding obligation to purchase Entitlements

- (a) The Venue Operator acknowledges that the number of Entitlements allocated to the Venue Operator by the Minister with respect to:
 - (i) an Approved Venue, Unattached Entitlements or Non-Operating Entitlements may be less than the Nominated Number, if the applicable Nominated Number is greater than the applicable number of Entitlements held by the Venue Operator on 7 July 2017; and
 - (ii) a Proposed Venue may be less than the Nominated Number and may be zero.
- (b) By executing this Deed Poll, the Venue Operator agrees that it will accept the Entitlement Offer, and this agreement constitutes an irrevocable and binding obligation from the Venue Operator to the Minister to purchase, with respect to an Approved Venue, a Proposed Venue, Unattached Entitlements or Non-Operating Entitlements, the lesser of:
 - (i) the Nominated Number of Entitlements; and
 - the number of Entitlements that the Minister determines to allocate to the Venue Operator in accordance with the Allocation and Transfer Rules and as set out in the Notice of Provisional Allocation (as revised, if applicable),

at the 2022-2032 Price.

(c) The Venue Operator acknowledges that the 2022-2032 Price is the amount payable in respect of the period that begins on 16 August 2022 and ends on 15 August 2032, and that if the Venue Operator holds an Entitlement after 15 August 2032, in accordance with section 3.4A.5(9)(ba)(ii) of the Act the Minister may determine that a further amount must be paid by the Venue Operator in respect of the subsequent period.

(d) If the Minister considers that this Deed Poll has not been properly completed and executed by the Venue Operator, the Minister may require the Venue Operator to execute and return a replacement deed.

4. Deposit

4.1 Deposit amount

- (a) The Venue Operator must pay to the Commission, on behalf of the State, as a Deposit for the Nominated Number of Entitlements a sum equal to:
 - (i) 2.5% of the 2022-2032 Price for each Entitlement that is a Club Entitlement; or
 - (ii) 5% of the 2022-2032 Price for each Entitlement that is a Hotel Entitlement.
- (b) The Deposit must be paid by way of electronic funds transfer to the following account:

Account name: VCGLR Revenue Account

BSB: 033-222

Account number: 111508

Lodgement Reference: Venue Operator Licence Number stated in Schedule 1 must be included in description of the transfer

(c) The Deposit must be paid on or before 5:00pm (Melbourne time) on 28 February 2018.

4.2 Return of Excess Deposit

Any Excess Deposit will be refunded to the Venue Operator within 20 Business Days after the completion of the Allocation of Entitlements in accordance with the Entitlement Offer.

4.3 Exercise of State's rights on default

- (a) If the Venue Operator is in breach of this Deed Poll or the Allocation and Transfer Rules, the Commission may, on behalf of the State, by notice in writing to the Venue Operator apply the Deposit (less any Excess Deposit) in the State's favour.
- (b) Without limiting clause 4.3(a), if the Venue Operator fails to:
 - (i) properly execute the Entitlement-Related Agreement for Payment for all Entitlements allocated to it under the Entitlement Offer; and
 - (ii) return the Entitlement-Related Agreement for Payment to the Minister on or before the expiry of the time period set out in clause 6(b),

the Deposit (less any Excess Deposit) may be applied in favour of the State.

4.4 Interest

No interest is payable to the Venue Operator for any amount held by or on behalf of the State in respect of the Deposit.

5. Payment for Entitlements

- (a) The Deposit, less any Excess Deposit, constitutes the first instalment payable for Entitlements allocated to the Venue Operator under the Entitlement Offer.
- (b) The balance of the payment for the Entitlements allocated to the Venue Operator under the Entitlement Offer must be made by the Venue Operator in accordance with the Entitlement-Related Agreement for Payment.
- (c) If the Venue Operator fails to meet the payment obligations under the Entitlement-Related Agreement for Payment, the Entitlements allocated to the Venue Operator pursuant to the Entitlement Offer are forfeited to the State in accordance with the Entitlement-Related Agreement for Payment and the provisions of the Act.

6. Entitlement-Related Agreement for Payment

- (a) The Venue Operator must enter into the Entitlement-Related Agreement for Payment before the Minister will allocate any Entitlements to the Venue Operator.
- (b) The Venue Operator must execute the Entitlement-Related Agreement for Payment and deliver the executed agreement to the Minister within 40 Business Days after the date of the original Notice of Provisional Allocation (or by such later date as notified by the Minister).

7. Allocation

The Minister will not allocate the Entitlements the subject of the Entitlement Offer to the Venue Operator unless and until the Venue Operator has:

- (a) properly completed and executed this Deed Poll and returned it to the Minister in accordance with the Entitlement Offer;
- (b) provided the Deposit in accordance with clause 4.1; and
- (c) delivered the duly executed Entitlement-Related Agreement for Payment in accordance with clause 6.

8. Compliance

The Venue Operator must not be in breach of the Act, the Regulations, the Allocation and Transfer Rules or this Deed Poll and must comply with them at all times before, throughout and after the Allocation of Entitlements.

9. Venue operator's licence

(a) The Venue Operator acknowledges that in accordance with the Allocation and Transfer Rules:

- (i) the Entitlement Offer is conditional on the Venue Operator holding a venue operator's licence when the Venue Operator executes this Deed Poll and accepts the Entitlement Offer; and
- (ii) the Venue Operator can only accept the Entitlement Offer if it holds a venue operator's licence.
- (b) The Venue Operator warrants that it is the holder of a venue operator's licence.

10. Liability and indemnities

10.1 Venue Operator relies on own judgement

- (a) Except as expressly provided to the contrary, the Venue Operator provides this Deed Poll based on its own judgement and after making its own inquiries and investigations, including in relation to:
 - (i) the meaning and effect of the Allocation and Transfer Rules and the terms and conditions of this Deed Poll:
 - (ii) participation by the Venue Operator in the Entitlement Offer; and
 - (iii) the rights and obligations attaching to Entitlements.
- (b) The Venue Operator has not relied on any conduct, statements, warranties or representations made to the Venue Operator or to any other person by or on behalf of the State, the Minister or the Commission or any of their respective representatives, officers, employees, contractors or agents.

10.2 Exclusion of liability

- (a) To the fullest extent permitted by law, the Venue Operator releases the State, the Minister, the Commission and all of their respective representatives, officers, employees, contractors and agents from, any claim, demand, action or proceeding, and any liability to the Venue Operator or any other person for any losses, damages, costs or expenses incurred or suffered by the Venue Operator or any other person, arising directly or indirectly, as a result of, or associated with any:
 - (i) participation by the Venue Operator in the Entitlement Offer;
 - (ii) Allocation, failure to allocate, or delay in the Allocation of, Entitlements to the Venue Operator as result of or related to the Venue Operator's participation in the Entitlement Offer; and
 - (iii) rights or obligations attaching to any Entitlements allocated to the Venue Operator as a result of the Entitlement Offer.
- (b) The Venue Operator acknowledges that the State gives no warranty as to the accuracy or completeness of any information provided in any documentation or statement made relating to the Entitlement Offer including information available on any relevant Victorian Government website. Any representation or warranty on behalf of the State is limited to those (if any) expressly contained in the Entitlement Offer.

10.3 Indemnity

To the fullest extent permitted by law, the Venue Operator indemnifies the State, the Minister, the Commission and all of their respective representatives, officers, employees, contractors and agents against any liability to compensate the Venue Operator or any other person for any losses, damages, costs, liabilities or expenses incurred or suffered by the Venue Operator or any other person, arising directly or indirectly, as a result of, or associated with any:

- (a) participation by the Venue Operator in the Entitlement Offer;
- (b) Allocation, failure to allocate or delay in the Allocation of Entitlements to the Venue Operator, as result of or related to the Venue Operator's participation in the Entitlement Offer; and
- rights or obligations attaching to any Entitlements allocated to the Venue Operator as a result of the Entitlement Offer.

11. Improper interference with process

- (a) The Venue Operator undertakes that it will not and will ensure that its Relevant Persons do not engage in any conduct that constitutes wrongful or improper interference with respect to any aspect of the Entitlement Offer or the process for the Allocation of Entitlements.
- (b) Nothing in this clause 11 will prevent contact with the Program Director, Independent Review Panel, the Commission, or any other person authorised by the Minister or the Commission with respect to matters that legitimately concern the integrity and proper conduct of the process for the Entitlement Offer or the Allocation of Entitlements.

12. Use of information

The Venue Operator agrees that:

- (a) it consents to the use as the State sees fit of all information, in whatever form, provided by it to the State, to the extent that such use is necessary for the conduct of the Entitlement Offer, the allocation of Entitlements or the ongoing administration and regulation of Entitlements in accordance with the Act; and
- (b) nothing in this clause transfers ownership of any intellectual property rights in any information provided by the Venue Operator to the State.

13. Assignment

The Venue Operator must not assign, mortgage or otherwise deal with its rights or obligations under this Deed Poll.

14. Severability

Any provision of this Deed Poll which is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and, if that is not possible, the provision will, to the extent that it is capable, be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions.

15. Governing Law

This Deed Poll is governed by the law of Victoria. The Venue Operator submits to the non-exclusive jurisdiction of the courts of Victoria and of the Commonwealth of Australia.

16. Notices

- (a) A notice or other communication connected with this Deed Poll has no legal effect unless it is in writing.
- (b) The address of the Venue Operator and the Minister for service of notices at the date of this Deed Poll are as follows:
 - (i) the Minister's address for service of notices is:

Minister for Consumer Affairs, Gaming and Liquor Regulation c/o Program Director - Gambling Licensing Review Office of Liquor, Gaming and Racing Department of Justice & Regulation 121 Exhibition Street Melbourne VIC 3000;

- (ii) the Venue Operator's address for service of notices is the address of the Venue Operator as stated in Schedule 1.
- (c) In addition to any other method of service provided by law, the notice may be:
 - (i) sent by prepaid post to; or
 - (ii) delivered at,

the address of the addressee set out in this Deed Poll or subsequently notified.

- (d) If the notice is sent or delivered in a manner provided by this clause 16, it must be treated as given to and received by the party to which it is addressed:
 - (i) if sent by post, on the fifth Business Day (at the address to which it is posted) after posting; and
 - (ii) if delivered before 5.00 pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.

Signing page if Venue Operator is a company

Note to Venue Operator: choose one of the following execution clauses if you are a company

Executed and delivered as a deed poll.

Use this execution clause where the Venue Operator is a company executing under common seal:

The common seal of the Venue Operator was affixed in accordance with s 127(2) of the <i>Corporations Act 2001</i> (Cth) in the presence of:	Affix seal
Signature of director	Signature of director/company secretary
	(Please delete as applicable)
Name of director (print)	Name of director/company secretary (print)
Date (print)	
Use this execution clause where the Venue common seal:	Operator is a company executing without a
Executed by the Venue Operator in accordance with s 127(1) of the <i>Corporations Act 2001</i> (Cth) in the presence of:	
Signature of director	Signature of director/company secretary
G	(Please delete as applicable)
Name of director (print)	Name of director/company secretary (print)
Date (print)	

Date (print)

Use this execution clause where the Venue Operator is a company executing through an attorney under power of attorney: Signed, sealed and delivered by (Name of attorney - print) as attorney for the Venue Operator under power of attorney in the presence of: Signature of witness Signature of attorney Date of power of attorney (print)

Signing page if Venue Operator is an incorporated association

Note to Venue Operator: choose one of the following execution clauses if you are an incorporated association

Executed and delivered as a deed poll.

Use this execution clause where the Venue Operator is an incorporated association executing under common seal:

The common seal of the Venue Operator was affixed by authority of the committee in the presence of:	Affix seal
Signature of committee member	Signature of committee member
Name of committee member (print)	Name of committee member (print)
Date (print)	
Use this execution clause where the Venue O executing without a common seal:	perator is an incorporated association
Signed, sealed and delivered by the Venue Operator by authority of the committee:	
Signature of committee member	Signature of committee member / secretary (Please delete as applicable)
Name of committee member (print)	Name of committee member / secretary (Please delete as applicable)
Date (print)	

Use this execution clause where the Venue Operator is an incorporated association executing through an attorney under power of attorney:

Signed, sealed and delivered by	
(Name of attorney - print) as attorney for the Venue Operator under power of attorney in the presence of:	
Signature of witness	Signature of attorney
Name of witness (print)	Date of power of attorney (print)
Date (print)	-

Schedule 1 Venue Operator

Name	
ACN or Incorporated Association Registration Number	
Venue Operator Licence Number	
Address	

Schedule 2 Entitlements

For Incumbent Venue Operators other than Non-Operating Incumbent Venue Operators only

Approved Venue(s) Entitlements

Approved Venue	Geographic area condition	Number held at 7 July 2017	2022-2032 Price - Unit price payable per Entitlement	Nominated Number- Maximum number of Entitlements Venue Operator agrees to purchase for Approved Venue Venue Operator to insert Nominated Number Note: Nominated Number cannot exceed 105	Minimum Additional Number - Minimum additional number of Entitlements Venue Operator agrees to purchase for Approved Venue Venue Operator to insert Minimum Additional Number Note: this is the minimum number in excess of the number held at 7 July that Venue Operator agrees to purchase. If the Nominated Number is the same as number held at 7 July, leave blank
[insert name of approved venue]	[insert geographic area condition]	[insert number]	[insert 2022-2032 Price]		

Unattached Entitlements

Geographic area condition	Number held at 7 July 2017	2022-2032 Price - Unit price payable per Entitlement	Nominated Number- Maximum number of Entitlements Venue Operator agrees to purchase for geographic area Venue Operator to insert Nominated Number Note: Nominated Number cannot exceed the number of Unattached Entitlements held at 7 July 2017 and cannot exceed 105. Do not included Entitlements requested for Approved Venue(s) or Proposed Venue(s)
[insert geographic area condition]	[insert number]	[insert 2022-2032 Price]	

[Delete table if Venue Operator does not have Unattached Entitlements.]

Proposed Venue(s) Entitlements

Geographic area condition	Range of number of Entitlements requested in EOI Form	2022-2032 Price - Unit price payable per Entitlement	Nominated Number- Maximum number of Entitlements Venue Operator agrees to purchase for Proposed Venue Venue Operator to insert Nominated Number Note: Nominated Number must be within the range specified in EOI Form and cannot exceed 105
[insert geographic area condition]	[insert range from EOI]	[insert 2022-2032 Price]	

[Delete table if Venue Operator does not have a Proposed Venue.]

For Non-Operating Incumbent Venue Operators only

Non-Operating Entitlements

Geographic area condition	Number held at 7 July 2017	2022-2032 Price - Unit price payable per Entitlement	Nominated Number- Maximum number of Entitlements Venue Operator agrees to purchase Venue Operator to insert Nominated Number Note: Nominated Number cannot exceed the number held at 7 July 2017 and cannot exceed 105
[insert geographic area condition]	[insert number]	[insert 2022-2032 Price]	

Proposed Venue(s)

Geographic area condition	Range of number of Entitlements requested in EOI Form	2022-2032 Price - Unit price payable per Entitlement	Nominated Number- Maximum number of Entitlements Venue Operator agrees to purchase for Proposed Venue Venue Operator to insert Nominated Number Note: Nominated Number must be within the range specified in EOI Form and cannot exceed 105
[insert geographic area condition]	[insert range from EOI]	[insert 2022-2032 Price]	

[Delete table if Venue Operator does not have a Proposed Venue]

For New Venue Operators only

Proposed Venue(s)

Geographic area condition	Range of number of Entitlements requested in EOI Form	2022-2032 Price - Unit price payable per Entitlement	Nominated Number- Maximum number of Entitlements Venue Operator agrees to purchase for Proposed Venue Venue Operator to insert Nominated Number Note: Nominated Number must be within the range specified in EOI Form and cannot exceed 105
[insert geographic area condition]	[insert range from EOI]	[insert 2022-2032 Price]	