

DATED

11 October

2013

VARIATION AGREEMENT

APPROVED LICENSING AGREEMENT

(ADELAIDE CASINO)

BETWEEN

MINISTER FOR BUSINESS SERVICES AND CONSUMERS

("Minister")

-AND-

SKYCITY ADELAIDE PTY LTD

(ACN 082 362 061)

("Licensee")



Government
of South Australia

CROWN SOLICITOR

Level 9, 45 Pirie Street, Adelaide SA 5000



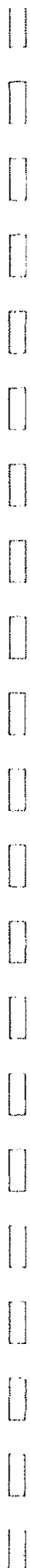
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SCHEDULE OPERATIVE TERMS OF ALA AS VARIED

ANNEXURE A MARBLE HALL

**ANNEXURE B PRINCIPLES/METHODOLOGY FOR THE PURPOSES OF THE
DEFINITION OF "PREMIUM CUSTOMER" AND "PROJECTED
EXPENDITURE" IN THE APPROVED LICENSING AGREEMENT**



AGREEMENT dated

2013

PARTIES:

MINISTER FOR BUSINESS SERVICES AND CONSUMERS ("Minister")

AND

SKYCITY ADELAIDE PTY LTD (ACN 082 362 061) ("Licensee").

RECITALS

- A. The Treasurer of South Australia ("Treasurer"), for and on behalf of the State of South Australia, and the Licensee, were parties to the Approved Licensing Agreement made on 27 October 1999 (as subsequently varied from time to time, the "ALA") pursuant to section 16(1) of the *Casino Act 1997* ("Casino Act").
- B. Pursuant to the *Administrative Arrangements Act 1994*, the Casino Act was committed to the Minister for Gambling by proclamation on 4 December 2001, and all contractual rights and liabilities formerly vesting in the Treasurer under the ALA vested in that Minister.
- C. Pursuant to the *Administrative Arrangements Act 1994*, the Casino Act was committed to the Minister for Business Services and Consumers by proclamation on 21 October 2011, and all contractual rights and liabilities formerly vesting in the Minister for Gambling under the ALA vested in that Minister.
- D. Section 16(5) of the Casino Act permits the ALA to be varied by a later agreement, but except as provided by section 16(7) of the Casino Act, a variation has no effect unless approved by the Independent Gambling Authority.
- E. The parties wish to vary the ALA on the terms of this agreement.

OPERATIVE PART

1. INTERPRETATION

1.1 Definitions

In this agreement, unless a contrary intention appears:

"ALA" means the Approved Licensing Agreement made on 27 October 1999 between the Treasurer of South Australia, for and on behalf of the State of South Australia, and the Licensee, pursuant to section 16(1) of the Casino Act, as varied by:

- (a) the agreement made on 9 November 2007 between the Minister for Gambling, for and on behalf of the Crown in right of the State of South Australia, and the Licensee, and known as the "Second Amending Agreement"; and
- (b) the agreement made on 22 April 2009 between the Minister for Gambling and the Licensee and known as the "Third Amending Agreement";

"Amending Act" means the *Statutes Amendment (Gambling Reform) Act 2013*;

"ANTS GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

"Casino Act" means the *Casino Act 1997*;

"Casino Duty Agreement" has the same meaning as in the Varied ALA Terms;

"Financier Agreement" means the agreement made on 14 May 2000 between the Treasurer of South Australia, for and on behalf of the Crown in right of the State of South Australia, and the Licensee, as varied by the agreement made on 28 June 2000 between the same parties and known as the "First Amending Agreement";

"GST" means the tax imposed by the ANTS GST Act;

"GST Rate" means, at any particular time, the rate (expressed as a fraction of the Value of a supply) at which GST is payable by the supplier on a Taxable Supply;

"Related Agreement" means the agreement made on or about the date of this agreement between the Treasurer and the Licensee for the variation of the Casino Duty Agreement;

"Tax Invoice" has the meaning attributed in the ANTS GST Act;

"Taxable Supply" has the meaning attributed in the ANTS GST Act, and also means any component of a Taxable Supply that is treated as a separate supply under the ANTS GST Act;

"Value" of a Taxable Supply has the meaning attributed in the ANTS GST Act;

"Variation Date" means the earliest date on which all of the conditions in clause 2.1 have been satisfied;

"Varied ALA Terms" means the provisions contained in the Schedule.

1.2 Interpretation

In this agreement, unless a contrary intention appears:

- 1.2.1 a reference to a clause number is a reference to all its sub-clauses, paragraphs and subparagraphs;

- 1.2.2 words in the singular number include the plural and vice versa;
- 1.2.3 words of one gender include any other gender;
- 1.2.4 a reference to a Schedule is a reference to a schedule to this agreement;
- 1.2.5 where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- 1.2.6 a reference to a party includes its successors and assigns;
- 1.2.7 a reference to an agreement or other instrument includes a reference to it as varied or replaced from time to time; and
- 1.2.8 a term defined in the Casino Act (unless otherwise defined in this agreement) has the same meaning when used in this agreement.

2. CONDITIONS

2.1 Conditions

Clauses 3, 4, 5 and 7.2 have no effect unless and until:

- 2.1.1 the Authority has approved, for the purposes of section 16(5) of the Casino Act, the variations made by this agreement to the ALA (other than the variations to clause 14 to the extent that they relate to the exclusiveness of the Licensee's right to operate a casino in South Australia);
- 2.1.2 the Amending Act, in the form in which it received the Royal assent or an amended form agreed by the Licensee in writing, is in operation, except those provisions whose commencement has been suspended pursuant to clauses 2(4), 2(5) or 2(6) of the Statutes Amendment (Gambling Reform) Act (Commencement) Proclamation 2013 as set out in the South Australian Government Gazette dated 29 August 2013;
- 2.1.3 the Licensee has, by giving the Minister a notice that complies with clause 15.9 of the Varied ALA Terms (as if that clause were incorporated in this agreement), communicated to the Minister that all transitional and other ancillary matters related to the commencement of the Amending Act, this agreement and the Related Agreement have been addressed to the Licensee's satisfaction; and
- 2.1.4 the State Government Minister responsible for the government-owned land that will be directly affected by the proposed Casino expansion and hotel project referred to in clause 14.6 of the Varied ALA Terms has given the Licensee a letter confirming the government's in-principle agreement to granting, on mutually acceptable terms, the rights in relation to that land that the Licensee reasonably requires in order to undertake the project.

2.2 Clause 2.1.3 Notice

To avoid doubt, the Licensee may elect not to give the Minister a notice under clause 2.1.3 if it considers that any matter necessary for giving full effect to the Amending Act, this agreement or the Related Agreement has not been adequately addressed, or has been addressed in a way that is inimical to the Licensee's interests in any way.

2.3 Effect of Non-Satisfaction

2.3.1 If the condition in clause 2.1.1 is not satisfied within 60 days after the date of this agreement or any longer period agreed in writing by the parties before the original period expires, this agreement terminates automatically.

2.3.2 If a condition in clause 2.1.2, 2.1.3 or 2.1.4 is not satisfied on or before 1 July 2014 or any later date agreed in writing by the parties on or before that date, this agreement terminates automatically.

2.4 No Compensation

Neither party is entitled to any compensation from the other in consequence of or in connection with the termination of this agreement under clause 2.3 or the non-satisfaction of a condition to which that clause refers.

2.5 No Warranty or Representation

The Licensee acknowledges that clause 2.1.2 and clause 2.1.3 do not give rise to any implied warranty or representation on the part of the Minister that, after the Variation Date, the Casino Act, the *Gaming Machines Act 1992* or any other aspect of the regulatory regime (as defined in the Varied ALA Terms) will not be altered, or will not be altered until a particular period has elapsed, unless the Licensee agrees.

3. VARIATION OF ALA

3.1 Variation

With effect on and from the Variation Date, the ALA is varied such that its operative terms are as set out in the Schedule.

3.2 Confirmation of ALA

The terms of the ALA, as varied by this agreement, are confirmed.

3.3 Annexure A

For convenient reference, a copy of Annexure A of the ALA is attached to this agreement as Annexure A.

4. EFFECT OF VARIATIONS

To avoid doubt, the variations made by this agreement to the ALA do not affect:

4.1 the obligations of either party under or in connection with the ALA to the extent that those obligations:

4.1.1 were required to be performed before the Variation Date; or

4.1.2 arise (whether before, on or after the Variation Date) out of an act or omission of either party, or any other event or circumstance, occurring or existing before the Variation Date; or

4.2 the corresponding rights of the other party.

5. VARIATION PAYMENT

In consideration of the Minister entering into this agreement and the Treasurer entering into the Related Agreement, the Licensee must, within 30 days after the Variation Date, pay to the Minister, or as the Minister may otherwise direct, the sum of \$20,000,000.00.

6. GST

6.1 Additional Consideration Referrable to GST

6.1.1 If any supply made under this agreement is a Taxable Supply, the recipient must pay to the supplier, in addition to any consideration payable or to be provided by the recipient for the supply under this agreement apart from this clause 6.1 ("**base consideration**"), an additional amount of consideration ("**GST consideration**") for the supply calculated by multiplying the GST Rate by the base consideration.

6.1.2 When claiming payment of GST consideration under this clause 6.1, the supplier must disclose the supply and the base consideration to which the GST consideration is attributable.

6.2 Tax Invoices

If any supply under this agreement is a Taxable Supply:

6.2.1 any invoice for payment for the supply must be a Tax Invoice; and

6.2.2 the recipient is not required to make any payment in respect of the supply unless the supplier has provided a Tax Invoice in respect of that payment.

7. FINANCIER AGREEMENT

7.1 No Financier

The Licensee warrants to the Minister that, at the date of this agreement, no person holds a mortgage, charge or other security interest in or over the Casino licence or any business assets associated with the operation of the Casino.

7.2 Part 4 to Supersede Financier Agreement

With effect on and from the Variation Date, Part 4 of the ALA, as the ALA is varied by this agreement, supersedes the Financier Agreement, and the Financier Agreement has no further effect, except to the extent that it is now embodied in Part 4.

8. APPROVAL OF THE PRINCIPLES/METHODOLOGY FOR THE PURPOSES OF THE DEFINITIONS OF "PREMIUM CUSTOMER" AND "PROJECTED EXPENDITURE" IN THE APPROVED LICENSING AGREEMENT

8.1 Annexure B

The principles and methodology contained in the document titled "The Principles/Methodology for the purposes of the definitions of "Premium Customer" in the varied Approved Licensing Agreement" set out in Annexure B have been prepared by the Licensee for the purposes of the definitions of "Premium Customer" and "Projected Expenditure" in the varied Approved Licensing Agreement.

8.2 Approval of the Principles/Methodology

The Independent Gambling Authority may, at the time of approval of the varied Approved Licensing Agreement, approve the principles and methodology contained in that document.

9. DISCLOSURE

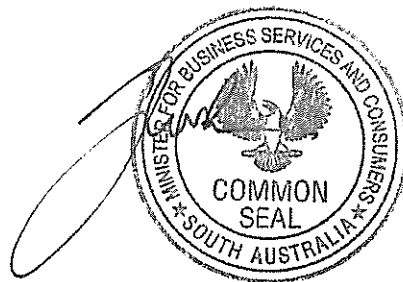
The Licensee agrees to the disclosure of this agreement in either printed or electronic form and either generally to the public, or to a particular person as a result of a specific request.

EXECUTED AS A DEED.

THE COMMON SEAL of the **MINISTER FOR**)
BUSINESS SERVICES AND CONSUMERS)
 was hereto affixed in the presence of:)

Witness

[Print Name: *CHRISTINE DALSA*]



EXECUTED by SKYCITY ADELAIDE)
PTY LTD (ACN 082 362 061))
 in accordance with section 127 of the)
 Corporations Act 2001 (Cth))

Director

Name (please print)

Director/Secretary

Name (please print)

APPROVAL OF AUTHORITY

The Independent Gambling Authority approves, for the purposes of section 16(5) of the Casino Act, the variations made by this agreement to the ALA (other than the variations to clause 14 to the extent that they relate to the exclusiveness of the Licensee's right to operate a casino in South Australia).

Dated

30 October

2013.

THE COMMON SEAL of the **INDEPENDENT GAMBLING AUTHORITY** was, by its authority, hereto affixed in the presence of:

Member

Member/Secretary



APPROVAL OF AUTHORITY

The Independent Gambling Authority approves, for the purpose of the definitions of "Premium Customer" and "Projected Expenditure" set out in the varied ALA, the "Principles/Methodology for the Purposes of the Definitions of "Premium Customer" and "Projected Expenditure" in the Approved Licensing Agreement" set out in Annexure B.

Dated 2013.

THE COMMON SEAL of the **INDEPENDENT GAMBLING AUTHORITY** was, by its authority, hereto affixed in the presence of:

.....
Member

.....
Member/Secretary

SCHEDULE

OPERATIVE TERMS OF ALA AS VARIED

PART 1

PRELIMINARY

1. DEFINITIONS AND INTERPRETATION

1.1 In this agreement, unless the contrary intention appears:

- 1.1.1 **"Accounting Standard(s)"** has the same meaning as in the *Corporations Act 2001* (Cth);
- 1.1.2 **"Act"** means the *Casino Act 1997*;
- 1.1.3 **"Approved Trading System"** means the approved trading system established under Division 3A of Part 3 of the *Gaming Machines Act 1992*;
- 1.1.4 **"Automated Table Game"** means a game that is played on Automated Table Game Equipment and is not a table game within the meaning of clause 1.1.21;
- 1.1.5 **"Automated Table Game Equipment"** means an electronic appliance:
 - (a) that replicates or simulates physical aspects of a table game as traditionally played; and
 - (b) on which a game can be played without a person acting on behalf of the Licensee taking a substantive step in the playing of the game (regardless of whether or not the appliance also permits the playing of a game in which a person acting on behalf of the Licensee does take a substantive step),
 and includes an appliance of that type, together with other equipment that is used with the appliance in such a way that the appliance and the other equipment, taken together, comply with the requirements to which section 40A(3) of the Act refers;
- 1.1.6 **"Casino Business"** means the business of operating a casino on the casino premises pursuant to the Casino Licence;
- 1.1.7 **"Casino Duty Agreement"** means the agreement so entitled in force as between the Licensee and the Treasurer in accordance with section 17 of the Act;
- 1.1.8 **"casino gaming"** means the conduct, by whatever medium or in whatever form, of any of the following games:

Blackjack	Poker
Roulette	Jack Attack
Baccarat	Two Up Dice
Caribbean Stud	Pai Gow Poker
Big Wheel	Pai Gow Tiles
Big & Small (Sic Bo)	Crown & Anchor
Mini Dice	Pontoon

Casino War

Inbetweens

Two Up

French Boule

Craps

but does not include:

(a) Tournament Poker; or

(b) simulated gambling;

1.1.9 **"Casino Licence"** means the casino licence issued by the Governor to the Licensee;

1.1.10 **"controller"** has the same meaning as in the *Corporations Act 2001* (Cth);

1.1.11 **"GME"** means a gaming machine entitlement under the *Gaming Machines Act 1992*;

1.1.12 **"interactive gambling"** means playing a game in which:

(a) a prize consisting of money or something else of value is offered or can be won under the rules of the game; and

(b) a player:

(i) enters the game or takes any substantive step in the game by means of a telecommunication device; and

(ii) gives, or undertakes to give, a monetary payment or other valuable consideration to enter, in the course of, or for, the game; and

(c) the winner of a prize is decided wholly or partly by chance;

1.1.13 **"internet"** means the world wide connection of computer networks providing for the transmission of electronic mail, on-line information, information retrieval, and file transfer protocol;

1.1.14 **"Marble Hall"** means that area marked with a cross hatch pattern and labelled "Marble Hall" in the map attached as Annexure A of this agreement;

1.1.15 **"Minister"** means the Minister of the Crown to whom the administration of the Act is committed from time to time and includes any Minister to whom the power to enter into an approved licensing agreement under section 16 of the Act is delegated from time to time;

1.1.16 **"party"** means the Minister or the Licensee;

1.1.17 **"Premium Customer"** means a person who:

(a) resides outside South Australia and who is, for the time being, afforded special privileges by the Licensee in connection with gaming, including (but not necessarily limited to) access to gaming facilities from which the general public are excluded, on the basis that:

(i) the person has requested those privileges; and

- (ii) the Licensee has no reason to believe that the person has a history of problem gambling or that for any other reason it is inappropriate to extend those privileges to the person; or
- (b) resides in South Australia and who either:
 - (i) is approved for the time being by the Authority for the purposes of this definition and is not a person who is considered to be a problem gambler or a potential problem gambler, both according to principles that have been developed by the Licensee and are approved for the time being by the Authority; or
 - (ii) is a member of a class of "Premium Customer" and is not a person who is considered to be a problem gambler or a potential problem gambler, both according to principles that have been developed by the Licensee and are approved for the time being by the Authority;
 - (iii) qualifies for the time being as a "Premium Customer" according to principles that have been developed by the Licensee and are approved for the time being by the Authority and are based on the core principles that:
 - (A) a person who is considered to be a problem gambler or a potential problem gambler, according to principles that have been developed by the Licensee and are approved for the time being by the Authority, cannot qualify as a "Premium Customer"; and
 - (B) for a person to qualify as a "Premium Customer", his or her Projected Expenditure must exceed the amount (A) calculated as follows:

$$A = \frac{(B \times D) + (C \times E)}{(D + E)}$$
 where:
 - A is the relevant amount;
 - B is \$12,000 or such greater amount as the Minister may determine from time to time by written notice to the Licensee, to adjust for inflation;
 - C is \$10,000 or such greater amount as the Minister may determine from time to time by written notice to the Licensee, to adjust for inflation;
 - D is the person's Projected Expenditure that is attributable to gaming machines; and
 - E is the person's Projected Expenditure that is attributable to table games and Automated Table Games,

and, to avoid doubt, does not include a person who is permitted to gamble in a Premium Gaming Area under clause 8.7.2;

1.1.18 **"Projected Expenditure"**, in respect of a person, means the person's projected annual expenditure on gaming machines, table games and Automated Table Games at the casino premises, net of winnings, as determined in accordance with a formula or methodology that has been developed by the Licensee, is approved for the time being by the Authority and complies with the following two principles:

- (a) unless otherwise agreed by Licensee, the approved formula or methodology must not require a period longer than 61 consecutive days for the calculation of the Projected Expenditure of a person who is not a Premium Customer as at the date of determining his or her qualification as a Premium Customer; and
- (b) unless otherwise agreed by Licensee, the approved formula or methodology must not require a period shorter than 183 consecutive days for the calculation of the Projected Expenditure of a person who is a Premium Customer as at the date of determining whether that person continues to qualify as a Premium Customer;

1.1.19 **"regulatory regime"** means (as applicable from time to time):

- (a) the Act and any regulations made under the Act;
- (b) the provisions of the *Gaming Machines Act 1992* that apply in relation to the casino premises, the Casino Licence or the Licensee and any relevant regulations made under that Act;
- (c) the provisions of the *Independent Gambling Authority Act 1995* that apply in relation to the casino premises, the Casino Licence or the Licensee and any relevant regulations made under that Act;
- (d) the conditions of the Casino Licence;
- (e) this agreement; and
- (f) the result of the exercise by the Governor, the Authority or the Commissioner of any power conferred by any of the foregoing;

1.1.20 **"table"** includes an appliance upon which a table game is played;

1.1.21 **"table game"** means:

- (a) any of the games listed in clause 1.1.8; or
- (b) any other game that is approved for the time being by the Commissioner for the purposes of this definition,

but only where a person acting on behalf of the Licensee takes a substantive step in the playing of the game, and, to avoid doubt, includes a game played on Automated Table Game Equipment if a person acting on behalf of the Licensee takes a substantive step in the playing of the game, but does not (and cannot) include:

- (c) a game played on a gaming machine; or
- (d) Keno or a derivative of Keno;

1.1.22 **"telecommunication device"** means:

- (a) a computer adapted for communicating by way of the internet or other communications network; or
- (b) a television receiver adapted to allow the viewer to transmit information by way of a cable television network or another communications network; or
- (c) a telephone; or
- (d) any other electronic device or thing for communicating at a distance;

1.1.23 **"Term"** has the meaning given in clause 3.4.2;

1.1.24 **"Tournament Poker"** means the game that is lawfully played under that name in South Australia as at the Variation Date;

1.1.25 **"2013 Variation Agreement"** means the agreement that varied this agreement by, among other things, inserting this definition in clause 1.1; and

1.1.26 **"Variation Date"** has the same meaning as in the 2013 Variation Agreement,

but otherwise, terms have the same meaning as in the Act.

1.2 In this agreement, unless a contrary intention appears:

1.2.1 a reference to this agreement or any other agreement is a reference to the agreement as amended, varied, novated, supplemented or replaced from time to time;

1.2.2 a reference to any legislation or any provision of any legislation includes:

- (a) all regulations, orders or instruments issued under the legislation or provision; and
- (b) any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision;

1.2.3 words or expressions:

- (a) importing the singular include the plural and vice versa;
- (b) importing a gender include the other genders; and
- (c) denoting individuals include corporations, firms, unincorporated bodies, authorities and instrumentalities;

1.2.4 a reference to a party to this agreement or any other instrument includes that party's successors and assigns;

1.2.5 where a word or phrase is defined or given meaning, any other part of speech or grammatical form has a corresponding meaning;

1.2.6 a reference to a Part number, clause number, schedule number or annexure number (or letter) is a reference to a Part, clause, schedule or annexure of this agreement;

- 1.2.7 a reference to \$ or dollars is a reference to Australian dollars;
 - 1.2.8 any heading, index, table of contents or marginal note is for convenience only and does not affect the interpretation of this agreement;
 - 1.2.9 a provision of this agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the agreement or the inclusion of the provision in the agreement;
 - 1.2.10 the schedules, recitals and annexures to this agreement form part of this agreement and have effect as if set out in full in this agreement;
 - 1.2.11 a reference to a payment in immediately available funds is a reference to cash, a cheque the drawer of which is an Australian bank, a telegraphic transfer of cleared funds or a direct credit of cleared funds;
 - 1.2.12 where an act would be required to be done, or a time limit or period would expire, on a day which is not a business day, the act must be done, or the limit or period will expire, on the following business day;
 - 1.2.13 periods of time will be determined in accordance with the provisions of section 105 of the *Corporations Act 2001* (Cth), and a reference to time is a reference to standard legal time in South Australia.
- 1.3 This agreement operates as a deed.

2. DIRECTIONS, APPROVALS, AUTHORISATIONS AND NOTICES

- 2.1 Under this agreement:
- 2.1.1 a direction, approval, authorisation or notice must be in writing signed by the person authorised to give it and may be given, varied or revoked from time to time; and
 - 2.1.2 an approval or authorisation may be given or withheld at the discretion of the person authorised to give it and may be given subject to conditions.
- 2.2 The existence of this agreement (including the terms of clause 2.1.2) does not diminish any right of the Licensee for judicial review of any direction, approval, authorisation, notice or decision given or made in the course of the exercise of the regulatory regime.
- 2.3 An authorisation or approval under or pursuant to the *Casino Act 1983* which applies in relation to the operation of the Adelaide Casino immediately prior to the grant of the first casino licence to the Licensee under section 5 of the *Casino Act 1997*:
- 2.3.1 if it is inconsistent with this agreement - is superseded by this agreement; and
 - 2.3.2 otherwise - remains in operation and takes effect as an authorisation or approval under this agreement.
- 2.4 To avoid doubt, every notice, approval, direction or other act or thing that was given, made or done before the Variation Date under or for the purposes of

this agreement, as then in force, continues to have the same effect under this agreement, as varied by the 2013 Variation Agreement, to the extent that the variations, and the Act, permit.

3. TERM

- 3.1 The Casino Licence, and this agreement, operate during the Term.
- 3.2 Nothing in this clause 3 is intended to prevent the cancellation or surrender of the Casino Licence under the Act.
- 3.3 If the Casino Licence is transferred in accordance with section 11 of the Act, the expression "Licensee" used in this clause 3 will be taken to refer to the transferee and not the transferor.
- 3.4 In this clause 3:
 - 3.4.1 **"Property of the Casino"** means the following real and personal property of the Licensee:
 - (a) the Casino Business;
 - (b) property within the casino premises;
 - (c) property used, or held for use, in connection with the Casino Business;
 - (d) the benefit of all contracts and other choses in action held in connection with the Casino Business; and
 - (e) the rights and interest of the Licensee in the casino premises, and includes part of that property.
 - 3.4.2 **"Term"** means the period commencing on the date on which the Casino Licence is issued by the Governor and ending on the earliest of:
 - (a) 30 June 2085;
 - (b) the date on which a resolution is passed, or an order is made, for the winding up of the Licensee, unless a controller appointed by the holder of a mortgage or charge over the Property of the Casino then holds office and the controller satisfies the Authority that the Casino Business will continue to be carried on in a manner that complies with the regulatory regime while the controller retains possession of the property;
 - (c) the date on which the holder of a mortgage or charge over the Property of the Casino, or a controller or controllers appointed by the same, enters into possession of that property, unless the holder of the mortgage or charge, or controller or controllers appointed by the same, satisfies the Authority that the Casino Business will continue to be carried on in a manner that complies with the regulatory regime for the period of such possession of that property;
 - (d) if an administrator is appointed in respect of the Licensee under Part 5.3A of the *Corporations Act 2001* (Cth), the date being the next day after the decision period (within the meaning of the *Corporations Act 2001* (Cth)) in relation to that appointment,

unless the administrator satisfies the Authority that the Casino Business will continue to be carried on in a manner that complies with the regulatory regime for the period of such administration of the Licensee;

- (e) the date on which the Licensee ceases to have any right or interest in the casino premises, unless the Licensee has secured an adequate tenure to alternative premises which have been approved under section 6 of the Act;
- (f) the date on which the Casino Licence is surrendered or cancelled under the Act,

both dates inclusive.

4. GAMING AREAS AND PREMIUM GAMING AREAS

- 4.1 Once gaming areas or premium gaming areas have been defined, the Commissioner may not re-define the gaming areas or the premium gaming areas except as previously agreed in writing by the Licensee.
- 4.2 If at any time the Licensee requests the Commissioner to re-define the gaming areas or the premium gaming areas, the Commissioner must consider the Licensee's request.

5. SUPPLEMENTARY LICENCE CONDITIONS

- 5.1 The provisions of Part 2 are conditions of the Casino Licence.
- 5.2 Subject to clauses 5.3 and 5.4, nothing in this agreement affects the power of the Governor, on the recommendation of the Authority, to vary a supplementary licence condition.
- 5.3 If the Authority intends recommending a variation of a supplementary licence condition for the purposes of section 10(2) of the Act, the Authority must first:
 - 5.3.1 give the Licensee a written notice setting out the proposed variation; and
 - 5.3.2 have regard to any submissions that are made by the Licensee in relation to the proposed variation and received by the Authority within 20 business days of the date on which the Authority gave notice of the variation.
- 5.4 A variation of a supplementary licence condition under section 10(2) of the Act cannot operate earlier than 6 months after the date on which the Authority gave the Licensee notice of the variation under clause 5.3.1.

PART 2

OPERATING LICENCE CONDITIONS

6. HOURS OF OPENING

- 6.1 Gaming areas may be open for business at any time other than Good Friday or Christmas Day. Gaming areas representing at least a substantial part of the total gaming facilities that are available for use by customers who are not Premium Customers must be open for business each day (other than Good Friday or Christmas Day) between the hours of 5.00pm and midnight on that day.
- 6.2 The Licensee must give the Commissioner at least 5 business days' notice of the scheduled hours during which gaming areas will be open for business, including any changes to those hours.

7. CASINO OPERATIONS

7.1 Floor Plan

The Licensee must ensure that the placement of gambling equipment, gambling related computer equipment and security and surveillance equipment, and the layout of cashier areas, count rooms and security and surveillance areas, is in accordance with requirements approved by the Commissioner from time to time.

7.2 Contracts

- 7.2.1 The Licensee must provide the Commissioner with full details (including, if the contract or terms are in writing, a copy of that contract or those terms) of any contract that it enters into with any person:
- (a) under which that person undertakes or manages an activity that the Licensee lawfully undertakes only by virtue of the Casino Licence; or
 - (b) for:
 - (i) the provision of advice or technical assistance concerning any gambling, security or surveillance aspect of the Casino Business;
 - (ii) the installation, service or repair of gambling, security or surveillance equipment; or
 - (iii) the supply of goods or services for any gambling, security or surveillance aspect of the Casino Business in excess of the total value of \$500,000 in any 12 month period, or any other greater amount determined by the Authority from time to time,

within 14 days of entering into the contract.

7.2.2 Nothing contained in this clause 7.2 limits or detracts in any way from any requirement imposed, or other provision made, by the regulatory regime in respect of contracts or other transactions entered into by the Licensee, including (without limitation) any requirement for a contract or transaction to be approved by the Authority or some other entity, or any powers of the Commissioner to investigate or take any action in respect of any contract entered into by the Licensee (whether or not approved or requiring approval).

7.3 Record of Complaints

The Licensee must keep a written record of each complaint made about the gaming, security or surveillance aspects of the Casino Business by a member of the public to a staff member (other than a complaint that, in the opinion of the Licensee, is frivolous or petty).

7.4 Unclaimed Prizes

If a prize legitimately won during a calendar month of the Term is not claimed before the end of the following calendar month, the Licensee must pay the prize to the person notified by the Minister within the period specified by the Minister.

7.5 Security in Areas Surrounding Casino

The Licensee must ensure that at all times that a gaming area is open for business, such security and surveillance systems in the areas surrounding the casino premises that have been specified by the Commissioner by notice in writing to the Licensee are in operation.

7.6 Use of Operating Subsidiary

The Licensee must only permit a wholly owned subsidiary of the Licensee to perform certain functions of the Licensee that relate to the Casino Business if:

- 7.6.1 the subsidiary has been approved by the Authority as a suitable person pursuant to the criteria contained in section 21 of the Act;
- 7.6.2 the scope of functions to be performed by the subsidiary has been approved by the Authority;
- 7.6.3 the subsidiary operates entirely within the control of the Licensee; and
- 7.6.4 the terms and conditions of any arrangement as between the Licensee and the subsidiary have been approved by the Authority.

7.7 Licensee's Obligations Regarding Premises

The Licensee must, at its own cost, throughout the Term, provide suitable, secure and properly maintained offices on the casino premises for the exclusive use of authorised officers or other persons nominated by the Commissioner.

8. AUTHORISED GAMES

8.1 Licensee's General Obligations

The Licensee must:

- 8.1.1 subject to clause 8.6, only conduct gambling in the form of an authorised game;
 - 8.1.2 subject to clauses 8.4 and 8.5, conduct gaming using no more than:
 - (a) 1,500 gaming machines; and
 - (b) 200 tables;
 - 8.1.3 conduct an authorised game in accordance with the conditions on which it is authorised;
 - 8.1.4 prominently display in the casino premises comprehensive information (including the rules) in respect of each authorised game that the Licensee is currently conducting at the casino premises;
 - 8.1.5 provide a person with a copy of the rules of an authorised game on request by the person if the person pays the Licensee the reasonable cost of producing that copy (as approved by the Commissioner from time to time);
 - 8.1.6 unless the rules of an authorised game provide otherwise, pay winning wagers in gambling chips, money or credits convertible to money and in full without deduction of any commission or levy; and
 - 8.1.7 on demand, redeem a gambling chip for its face value (unless the Licensee believes on reasonable grounds that the gambling chip is not lawfully in the possession of the person presenting it).
- 8.2 Application for Authorisation**
- Subject to the Act, an application for authorisation of a game to be conducted by the Licensee will be made to the Commissioner, and the Commissioner will determine the application in accordance with the Act and the conditions of the Casino Licence.
- 8.3 Interactive Gambling**
- 8.3.1 The Licensee may conduct an authorised game by means of interactive gambling only if the game has been authorised on that basis.
 - 8.3.2 The Commissioner may not, without the Minister's prior written approval, authorise a game on the basis that it is or may be conducted by means of interactive gambling.
 - 8.3.3 Despite anything else in this agreement, a game is not conducted by means of interactive gambling by reason only that facilities for playing the game are provided at different locations within the casino premises and, by means of those facilities, players communicate with a central controlling appliance or device located within the casino premises.
- 8.4 Gaming Machine Entitlements**
- 8.4.1 The Licensee may not, at any particular time, hold more than 1,500 GMEs in respect of the gaming areas.
 - 8.4.2 If, at any time, the Licensee holds less than 1,500 GMEs in respect of the gaming areas, the Licensee is eligible to purchase, under the Approved Trading System, a number of GMEs that does not exceed

the difference between the number of GMEs then held by the Licensee and 1,500 GMEs.

- 8.4.3 In addition to the 995 GMEs to be assigned to the Licensee on or about the Variation Date, the Licensee's target is to purchase under the Approved Trading System, by 30 June 2016, 505 GMEs in respect of the gaming areas, of which 150 GMEs are targeted for purchase by 31 December 2014. If the Licensee desires to have the benefit of clause 8.4.4, it must use its best endeavours to meet the target of 150 GMEs by 31 December 2014, and if the Licensee desires to have the benefit of clause 8.4.5, it must use its best endeavours to meet the target of 505 GMEs by 30 June 2016, but, in either case, without being required to offer a purchase price per GME in excess of the Prescribed GME Price.
- 8.4.4 Subject to clause 8.4.1, if the Licensee can demonstrate to the Minister's reasonable satisfaction that, despite using its best endeavours, it has been unable, as at 31 December 2014, to meet the target of 150 GMEs referred to in clause 8.4.3, either because the required number of GMEs have not been available for purchase, or because the Licensee would have had to offer a purchase price per GME in excess of the Prescribed GME Price, the Commissioner must, on payment to the Treasurer of an amount determined in accordance with the Assignment Price Formula, assign to the Licensee the number of GMEs that equals the difference between 150 GMEs and the number of GMEs that the Licensee has succeeded in purchasing under the Approved Trading System.
- 8.4.5 Subject to clause 8.4.1, if the Licensee can demonstrate to the Minister's reasonable satisfaction that, despite using its best endeavours, it has been unable, as at 30 June 2016, to meet the target of 505 GMEs referred to in clause 8.4.3, either because the required number of GMEs have not been available for purchase, or because the Licensee would have had to offer a purchase price per GME in excess of the Prescribed GME Price, the Commissioner must, on payment to the Treasurer of an amount determined in accordance with the Assignment Price Formula, assign to the Licensee the lesser of:
- (a) the number of GMEs that equals the difference between 505 GMEs and the aggregate of:
 - (i) the number of GMEs that the Licensee has succeeded in purchasing under the Approved Trading System; and
 - (ii) the number of GMEs assigned to the Licensee under clause 8.4.4 (if any); and
 - (b) the number of GMEs that equals the difference between 300 GMEs and the number of GMEs assigned to the Licensee under clause 8.4.4 (if any).
- 8.4.6 In this clause 8.4:
- "Assignment Price Formula"** means the methodology agreed in writing by the parties (whether before, on or after the Variation Date) for the purposes of this definition; and

"Prescribed GME Price" means the purchase price per GME agreed in writing by the parties (whether before, on or after the Variation Date) for the purposes of this definition.

8.5 Automated Table Game Equipment

For the purposes of clause 8.1.2 and clause 14.2.4, 20 player positions on Automated Table Game Equipment are to be taken to constitute one table, and regardless of:

- 8.5.1 whether the positions are all located on a single item of Automated Table Game Equipment, or are spread across two or more items of Automated Table Game Equipment; and
- 8.5.2 whether the Automated Table Game Equipment is used for playing table games, for playing Automated Table Games, or for playing both types of games.

8.6 Saving for Certain Products

Nothing in this agreement prevents the Licensee from selling:

- 8.6.1 a contingency or product (however described) that is offered by the holder of the Major Betting Operations Licence pursuant to the *Authorised Betting Operations Act 2000*; or
- 8.6.2 a lottery or product (however described) that is offered or promoted by the Lotteries Commission or its agent pursuant to the *State Lotteries Act 1966*

if and to the extent that it is otherwise lawful for the Licensee to do so.

8.7 Premium Gaming Areas

- 8.7.1 Except as provided in this clause 8.7, the Licensee must ensure that a person who is not a Premium Customer does not gamble in a premium gaming area.
- 8.7.2 The Licensee may, at the request of a Premium Customer (in this clause 8.7, the **"Sponsoring Premium Customer"**), permit a person who is not a Premium Customer to gamble in a premium gaming area, but only while the Sponsoring Premium Customer is present on the casino premises.
- 8.7.3 The Licensee may grant a permission for a particular person to gamble under clause 8.7.2 only if:
 - (a) the Licensee has no reason to believe (having made such enquiries as are stipulated by the Authority by written notice to the Licensee) that the person has a history of problem gambling; and
 - (b) no other person currently has the benefit of a permission under clause 8.7.2 in connection with the same Sponsoring Premium Customer.
- 8.7.4 A permission under clause 8.7.2 will lapse and have no further operation on the earliest to occur of:
 - (a) the expiration of 6 months (or any shorter period stipulated by the Licensee) from the date on which it was granted;

- (b) the Licensee becoming aware that the person with the benefit of the permission has a history of problem gambling;
- (c) the relevant Sponsoring Premium Customer ceasing to be a Premium Customer; and
- (d) the relevant Sponsoring Premium Customer revoking the request pursuant to which the permission was granted.

8.7.5 Nothing in this clause 8.7 detracts from:

- (a) the right of the Licensee to revoke a permission granted under clause 8.7.2 as it considers appropriate; or
- (b) the operation of any provision of the regulatory regime under which an individual's access to the casino premises or to gaming facilities can be denied or restricted.

8.8 Keno

8.8.1 Section 42C(1) of the Act does not prohibit the Licensee from permitting the playing of Keno, or a derivative of Keno, in a part of the casino premises that is not a gaming area, on a day other than Good Friday or Christmas Day.

8.8.2 To avoid doubt, nothing in this agreement, as varied by the 2013 Variation Agreement, affects any authorisation held by the Licensee in respect of Keno immediately before the Variation Date.

8.9 Cashless Gaming Before 31 December 2018

The Licensee acknowledges that, until 31 December 2018, it must not make available for operation any gaming machine or Automated Table Game Equipment that may be operated in connection with a cashless gaming system unless all of the requirements of clause 1 of Schedule 1 of the *Casino Regulations 2013* are satisfied.

9. SIMULATED GAMBLING

9.1 The Licensee must ensure that:

- 9.1.1 cash is not used;
- 9.1.2 wagers are not made; and
- 9.1.3 no prize is paid or awarded,

in the conduct of simulated gambling.

9.2 Nothing in this agreement prevents the Licensee from conducting Tournament Poker at the casino premises if and to the extent that it is otherwise lawful for the Licensee to do so.

10. [NOT USED]

11. **RIGHT TO OCCUPY CASINO PREMISES**

The Licensee must ensure that it is legally entitled to occupy the casino premises at all times during the Term.

12. **COMPLIANCE WITH CASINO DUTY AGREEMENT**

The Licensee must comply with the Casino Duty Agreement.

13. **RECORDS AND AUDIT**

- 13.1 For the purposes of section 48(3) of the Act, the Licensee is required to have the accounts that it must keep under section 48 of the Act audited in the manner determined by the Authority.
- 13.2 The Licensee must keep any record, account, book or other document relating to the Casino Business at the casino premises unless otherwise approved by the Authority.
- 13.3 The Licensee must keep records relating to the Casino Business in the form, and containing the information, notified by the Commissioner.
- 13.4 Nothing required by or under this clause 13 requires the Licensee to maintain any records or accounts in a manner that is inconsistent with the Accounting Standards applicable from time to time to the Licensee.

13A. **CONTRIBUTION TO GAMBLERS REHABILITATION FUND**

13A.1 The Licensee must pay to the Minister, within 7 days after the start of each Financial Year, the Prescribed Contribution for that Financial Year, as a contribution to the Gambler's Rehabilitation Fund (except that the Prescribed Contribution for the Financial Year current on the Variation Date is payable within 7 days after the Variation Date).

13A.2 In this clause 13A:

"CPI" means the Consumer Price Index (All Groups) for the City of Adelaide published Quarterly by the Commonwealth of Australia, or if the Commonwealth of Australia ceases to publish that index, or the basis on which that index is calculated is substantially changed, such other index or criterion that is substantially similar to that index, so as to fairly reflect the increase or decrease in the cost of living for the City of Adelaide, as the parties agree or, in the absence of agreement, as is determined by the Minister;

"Financial Year" means a period of 12 months ending on 30 June, including the period current on the Variation Date;

"Gamblers Rehabilitation Fund" means the fund of that name established under Part 8 of the *Gaming Machines Act 1992* or if that fund ceases to exist, any other fund which the Minister considers to be an appropriate substitute;

"Prescribed Contribution", for a Financial Year, means the amount determined as follows:

$$PC = \$300,000 \times \frac{A}{B}$$

Where:

PC is the Prescribed Contribution;

A is the CPI for the Quarter ending on 31 March preceding the Financial Year; and

B is the CPI for the Quarter ending on 31 March 2013; and

"Quarter" means a period of 3 months ending on 31 March, 30 June, 30 September or 31 December.

13A.3 The Licensee acknowledges that the annual amount payable under this clause 13A is in addition to the casino duty payable in accordance with the Casino Duty Agreement and agrees that the imposition of liability for this payment does not constitute an "Event" for the purposes of clause 14.

PART 3

GENERAL PROVISIONS

14. MINISTER'S OBLIGATIONS TO THE LICENSEE

14.1 In this clause 14:

"Development Project" means the Casino expansion and hotel development project referred to in clause 14.6;

"Event" means an event (including, if relevant, the variation of a supplementary licence condition under section 10(2) of the Act) contrary to an assumption set out in clause 14.2, unless comprising or arising from action taken by:

- (a) the Minister or the Authority under Part 7 of the Act;
- (b) the Commonwealth of Australia (including the making of a law by the Parliament of the Commonwealth of Australia);
- (c) the State of South Australia (including the making of a law by the Parliament of South Australia) in order to comply with or conform to the Constitution of the Commonwealth of Australia, a law of the Commonwealth of Australia or a lawful requirement of the Commonwealth of Australia (including a requirement arising under an agreement to which the State and the Commonwealth are parties); or
- (d) the State of South Australia (including the making of a law by the Parliament of South Australia) in connection with the regulation or taxation of interactive gambling operations that are conducted across State or Territory borders;

"Exclusivity Period" means the period commencing on the earliest date by which the Variation Payment has been paid to the Minister in full and ending on the earlier of:

- (a) 30 June 2035; or
- (b) the date on which the Term ends,

both dates inclusive;

"Gambling Tax" means a tax, duty or other levy or impost in the nature of a "tax" (excluding, to avoid doubt, charges for recovery of administrative costs, and penalties for statutory non-compliance) in respect of gambling operations, gambling equipment or gambling entitlements as specified in clause 14.2.4;

"Relevant Year" means a period of 12 months commencing on 1 July and falling wholly within the Exclusivity Period, and includes any shorter period ending on the last day of the Term and starting on the preceding 1 July;

"Variation Payment" means the amount of \$20,000,000.00 that is payable by the Licensee to the Minister under clause 5 of the 2013 Variation Agreement.

- 14.2 The Minister acknowledges that the Licensee agreed to pay the Variation Payment, and agreed to the variations made to this agreement by the 2013 Variation Agreement and the variations made contemporaneously to the

Casino Duty Agreement, on the assumption that (unless the Licensee has agreed in writing to the contrary):

- 14.2.1 with the exception of casino duty payable in accordance with the Casino Duty Agreement, no Gambling Tax will be levied or imposed on the Licensee in respect of its gambling operations at the casino premises by the Crown in right of the State of South Australia or the Parliament of South Australia during the Exclusivity Period;
- 14.2.2 the basis on which casino duty is payable by the Licensee will not be varied during the Exclusivity Period except by variation of the Casino Duty Agreement by agreement between the Licensee and the Treasurer;
- 14.2.3 during the Exclusivity Period, no person (other than the Licensee) will be authorised by the Crown in right of the State of South Australia to conduct casino gaming within the State of South Australia except:
 - (a) pursuant to a licence or other permission which authorises interactive gambling (but only where the Crown in right of the State of South Australia has complied with clause 14.5); or
 - (b) pursuant to a licence or other permission which authorises casino gaming on a passenger vessel while it is in transit through South Australian waters between two ports of which at least one is outside South Australia (but not while the vessel is in a South Australian port);
- 14.2.4 subject to clauses 8.4 and 8.5, the Licensee will be authorised by the Minister, during the Exclusivity Period, to operate 200 tables and 1,500 gaming machines under the Casino Licence (but without detracting from any power or duty of the Authority or the Commissioner under the regulatory regime);
- 14.2.5 during the Exclusivity Period, the Licensee will continue to have the benefit of the exemptions contained in clauses 14B.2, 14B.3 and 14B.4 as in effect on the Variation Date (or in the case of clause 14B.4.2, as first brought into operation pursuant to clause 14B.5);
- 14.2.6 the Licensee will, if necessary, be able to procure up to 300 additional GMEs from the Commissioner, as provided by (and, to avoid doubt, subject to the limitations contained in) clauses 8.4.4 and 8.4.5;
- 14.2.7 during the Exclusivity Period, no person other than the Licensee will be authorised by the Crown in right of the State of South Australia to operate more than 60 gaming machines in respect of the same premises within 150 kilometres of the casino premises; and
- 14.2.8 during the Exclusivity Period, no charge will be imposed on the Licensee by the Crown in right of the State of South Australia or the Parliament of South Australia for the recovery of costs of administering the regulatory regime, excluding costs:
 - (a) of a kind recoverable from the Licensee under the Act as in force on the Variation Date; or
 - (b) arising from a contravention of the regulatory regime by the Licensee.

- 14.3 The Licensee acknowledges that the Crown in right of South Australia cannot fetter the future legislative discretion of the Parliament of South Australia.
- 14.4 The Minister and the Licensee agree that if an Event occurs, unless the Minister and the Licensee have entered into an agreement to the contrary, the Minister is liable to pay compensation to the Licensee equivalent to the diminution, if any, in the value of the Licensee in respect of the Casino Business (including the Casino Licence) as a result of the occurrence of the Event, and the Licensee will not be entitled to take any other action (including termination of this agreement) as a result of the occurrence of an Event.
- 14.4A For the purposes of clause 14.4:
- 14.4A.1 the diminution in the value of the Licensee in respect of the Casino Business (including the Casino Licence) will be calculated as if the Term expired on 30 June 2035 instead of 30 June 2085; and
- 14.4A.2 clause 15.4.2 does not apply to the calculation of the diminution in the value of the Licensee in respect of the Casino Business (including the Casino Licence).
- 14.4B With effect on and from 1 July 2015, the maximum liability of the Minister under clause 14.4 in respect of the occurrence of a particular Event is limited to the greater of zero and the amount determined as follows:

$$ML = EP - PP$$

Where:

ML is the Minister's maximum liability in respect of the Event;

EP is the dollar amount specified below for the Relevant Year in which the Event occurred:

Relevant Year of Event	EP (\$)	Relevant Year of Event	EP (\$)
1st	150,000,000.00	11th	139,000,000.00
2nd	150,000,000.00	12th	128,000,000.00
3rd	150,000,000.00	13th	117,000,000.00
4th	150,000,000.00	14th	106,000,000.00
5th	150,000,000.00	15th	95,000,000.00
6th	150,000,000.00	16th	84,000,000.00
7th	150,000,000.00	17th	73,000,000.00
8th	150,000,000.00	18th	62,000,000.00
9th	150,000,000.00	19th	51,000,000.00

10th	150,000,000.00	20th	40,000,000.00
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PP is the aggregate amount paid or payable by the Minister (if any) in respect of earlier Events.

14.4C To avoid doubt, the Licensee is not entitled to any damages or other compensation in consequence of the occurrence of anything that would have constituted an Event in the absence of paragraphs (a), (b), (c) and (d) of the definition of that expression.

14.5 If, after the commencement of this agreement, the Crown in right of the State of South Australia licences or otherwise permits interactive gambling that replicates or simulates to a material extent aspects of the corresponding casino gaming when conducted as a table game at the casino premises, or as a game played on a gaming machine, then, subject to the Act:

14.5.1 if such a licence or other form or permission is granted to a person, a like licence or other permission will be offered to the Licensee; and

14.5.2 the licence or other permission will be made available on a basis, and, if granted, be on terms, no more onerous to the Licensee than to any other holder of such a licence or other permission.

14.6 Clauses 14.1, 14.2, 14.4, 14.4A, 14.4B, 14.4C and 14.5 have no effect after 30 June 2019 (or any later date approved by the Minister in writing before those clauses have ceased to have effect) unless, by that date (or, where applicable, that later date), all of the following have occurred:

14.6.1 the Licensee has expanded and re-configured the existing Adelaide Casino, generally in accordance with a proposal approved by the Minister for the purposes of this clause 14.6;

14.6.2 the Licensee has constructed a 6-star boutique hotel adjoining the expanded Adelaide Casino, generally in accordance with a proposal approved by the Minister for the purposes of this clause 14.6; and

14.6.3 practical completion of both the expanded Adelaide Casino and the new hotel has been achieved and both are open for business.

14.7 If:

14.7.1 the Licensee enters into a legally binding agreement ("Land Tenure Agreement") with a Minister or other agency of the South Australian government (the "State Agency") for the acquisition of rights in relation to land, in order to facilitate the implementation of the Development Project;

14.7.2 the Licensee is delayed in implementing the Development Project; and

14.7.3 the Licensee can establish that the delay is attributable to a breach by the State Agency of its obligations under the Land Tenure Agreement,

the Minister must approve an extension of the period for completing the Development Project under clause 14.6 by the period of the delay, but only to the extent that the delay is attributable to the breach of the State Agency.

14.8 If:

- 14.8.1 the Licensee is delayed in implementing the Development Project;
and
- 14.8.2 the Licensee can establish that the delay is attributable to unreasonable delay on the part of the Authority in the performance of its functions under section 6(3) of the Act,

the Minister must approve an extension of the period for completing the Development Project under clause 14.6 by the period for which the Licensee is delayed, but only to the extent that that delay is attributable to the unreasonable delay of the Authority.

- 14.9 To avoid doubt, the Minister is not required to repay to the Licensee the whole or any part of the Variation Payment, or otherwise to compensate the Licensee in any way for the loss of its rights, by reason of clauses 14.1, 14.2, 14.4, 14.4A, 14.4B, 14.4C and 14.5 ceasing to have effect because of the operation of clause 14.6.

14A. USE OF MARBLE HALL

The Licensee must not install or otherwise operate any gaming machine within Marble Hall at any time.

14B. EXEMPTIONS FOR PREMIUM GAMING

- 14B.1 This clause 14B has effect only for so long as, and to the extent that, the Act permits, and subject to any conditions which it prescribes or provides for.
- 14B.2 The Licensee is exempted from complying, in relation to Premium Customers and Premium Customers only, with any provision of the regulatory regime, current or future, to the extent (and only to the extent) that the provision imposes, or purports to impose, a prohibition or restriction on offering inducements to customers or prospective customers of the Casino Business.
- 14B.3 The Licensee is exempted from complying, in relation to premium gaming areas and premium gaming areas only, with any provision of the regulatory regime, current or future, to the extent (and only to the extent) that the provision imposes, or purports to impose:
 - 14B.3.1 a limit on the amount that may be bet on any one game on a gaming machine or on any one Automated Table Game;
 - 14B.3.2 a limit on the maximum value of prizes that may be awarded on linked jackpots; or
 - 14B.3.3 a limit on the maximum value that may be stored and transferred from a user account to a gaming machine or Automated Table Game Equipment.
- 14B.4 The Licensee is exempted from complying, in relation to premium gaming areas and premium gaming areas only, with any provision of the regulatory regime, current or future, to the extent (and only to the extent) that the provision prohibits, or purports to prohibit, the Licensee from providing a gaming machine or Automated Table Game Equipment that may be operated

in connection with a "ticket-in ticket-out" system, but only on the condition (which will be a condition of the Casino Licence) that:

14B.4.1 a "ticket-in ticket-out" system that is operated in connection with a gaming machine or Automated Table Game Equipment must be approved for the time being by the Commissioner under the Act; and

14B.4.2 (subject to clause 14B.5) a gaming machine or Automated Table Game Equipment that is capable of being operated in connection with a "ticket-in ticket-out" system must also be capable of being operated in connection with an account based cashless gaming system approved or recognized under the Act.

14B.5 Clause 14B.4.2 has no effect unless and until the Minister has given the Licensee a written notice stating that the clause will apply. If the Minister gives such a notice, clause 14B.4.2 will have effect on and from the date that falls 1 calendar month after the date on which the notice is given, or any later date specified in the notice.

14C. OBLIGATIONS OF COMMISSIONER AND AUTHORITY

14C.1 Subject to clause 14C.2, neither the Commissioner nor the Authority may exercise a power or discretion under the regulatory regime (including by refusing to grant an exemption to the Licensee) if, as a consequence of the exercise of the power or discretion, the Licensee would be subjected, or would continue to be subjected, in relation to the operation of gaming machines in gaming areas that are not premium gaming areas, to a Relevant Requirement:

14C.1.1 of a kind not generally imposed, under the *Gaming Machines Act 1992*, on a Large Venue Licensee in relation to the operation of gaming machines in a Large Venue; or

14C.1.2 that, while of a kind that is generally imposed on a Large Venue Licensee in relation to the operation of gaming machines in a Large Venue, is imposed on the Licensee in a way that subjects the Licensee to a burden or detriment that is relatively more onerous than that to which a Large Venue Licensee is subjected.

14C.2 Clause 14C.1 does not:

- (a) apply to an exercise of a power or discretion in connection with a contravention of the regulatory regime by the Licensee; or
- (b) affect the validity of an exercise of a power or discretion in other circumstances except to the extent (if any) that the exercise of the power or discretion contravenes the subclause.

14C.3 In this clause:

"Large Venue" means licensed premises for which a person is authorised, under the *Gaming Machines Act 1992*, to operate more than 20 gaming machines;

"Large Venue Licensee" means a person (not being a "non-profit association" within the meaning of the *Gaming Machines Act 1992*) who holds a gaming machine licence under that Act in respect of a Large Venue;

"Relevant Requirement" means a requirement:

- (a) that a gaming machine have, or not have, a particular feature, functionality or capability (whether built in or added on), or that it conform to a particular specification; or
 - (b) that customers' access to gaming machines on the premises, for the purposes of gambling, be restricted in a particular way,
- and includes any requirement, however imposed or expressed, compliance with which will necessarily have the effect:
- (c) that a gaming machine has, or does not have, a particular feature, functionality or capability, or conforms to a particular specification; or
 - (d) that customers' access to gaming machines on the premises, for the purposes of gambling, is restricted in a particular way.

15. GENERAL PROVISIONS

15.1 Compliance to be at Licensee's own Expense

The Licensee must comply with its obligations arising under or in connection with the Act, the *Gaming Machines Act 1992*, the *Independent Gambling Authority Act 1995*, the Casino Licence and this agreement at its own expense in all things.

15.2 Costs

Each party must bear its own costs incurred in or incidental to the negotiation, preparation and execution of this agreement.

15.3 Courts and Governing Law

This agreement is governed by, and must be construed in accordance with, the law for the time being in force in the State of South Australia and, subject to the Act, the Courts having jurisdiction in South Australia have jurisdiction in respect of any dispute arising between the parties out of or in respect of this agreement.

15.4 Liability

In calculating any loss or liability for the purposes of this agreement:

- 15.4.1 a taxation benefit arising as a result of that loss or liability must be taken into account;
- 15.4.2 consequential, incidental or special loss or liability must not be taken into account; and
- 15.4.3 interest, or payment on account of the loss of benefit or use of funds, must be calculated on a simple interest basis.

15.5 Stamp Duty

The Licensee must pay any stamp duty assessed or charged in respect of this agreement.

15.6 Inconsistency between Agreement and Security

This agreement prevails to the extent of any inconsistency with any security taken by the Treasurer in the manner contemplated by section 17(6) of the Act.

15.7 Severability, Ambiguity and Reading Down

- 15.7.1 A clause or part of this agreement that is ambiguous or capable of bearing a meaning that would be void, illegal or ineffective must be construed, or if necessary read down, so as to bear a meaning which is not void, illegal or ineffective.
- 15.7.2 A clause or part of this agreement that is held by a court to be invalid or unenforceable will be taken to be deleted from this agreement and the remainder of the agreement will remain in full force and effect.

15.8 Waiver

A waiver of any provision of this agreement:

- 15.8.1 must be in writing; and
- 15.8.2 does not operate as a waiver of another breach of the same or of any other provision.

Forbearance, delay or indulgence by a party in enforcing the provisions of this agreement will not be taken to prejudice or restrict the rights of that party.

15.9 Notices

15.9.1 How Notices Must Be Given

A notice, approval, direction, consent, offer, demand or other communication in connection with this agreement must be:

- (a) in writing;
- (b) signed by an authorised officer of the relevant party; and
- (c) given to the recipient party:
 - (i) by hand delivery; or
 - (ii) by pre-paid mail sent to that party; or
 - (iii) by facsimile transmission to that party.

15.9.2 Where Such Notices Must Be Sent

For the purposes of clause 15.9.1:

- (a) deliveries must be delivered to the address of the recipient party set out below;
- (b) mail must be sent to the address of the recipient party set out below;
- (c) facsimile messages must be transmitted to the facsimile number of the recipient party set out below; and in each case
- (d) must be marked for the attention of the person specified below in relation to the recipient party:

Name: Minister

Address: 8th Floor, State Administration Centre
200 Victoria Square East, Adelaide SA 5000

Attention: Under Treasurer

Facsimile: (08) 8226 9477

Name: Skycity Adelaide Pty Ltd
Address: 2nd Floor South, Casino
Building
North Terrace, Adelaide SA 5000
Attention: Managing Director
Facsimile: (08) 8410 4458

15.9.3 Change of Details

- (a) A party may from time to time change any of the details specified above by not less than 5 business days notice to each other party.
- (b) If details are changed in accordance with this clause, this clause applies as if those changed details were set out above.

15.9.4 Proof of Notices

- (a) Proof of posting by pre-paid mail of a notice in accordance with clauses 15.9.1 and 15.9.2 is proof of receipt of such notice on the second clear business day after posting.
- (b) Proof of transmission by facsimile of a notice in accordance with clauses 15.9.1 and 15.9.2 is proof of receipt on the date of transmission, but if a transmission is not made on a business day or not made before 4.00 pm, then it will be deemed to have been received at 10.00 am on the next business day after transmission.

PART 4

SPECIAL PROVISIONS APPLICABLE TO FINANCIER

16. APPLICATION OF PART

- 16.1 Except as otherwise expressly provided, clauses 17 - 23 (both inclusive) have effect only while there is a Financier which is bound by the terms of this agreement.
- 16.2 Where clauses 17 - 23 (both inclusive) cease to operate by virtue of there being no Financier bound by the terms of this agreement, any rights, entitlements, duties or obligations which have accrued while a Financier was so bound remain enforceable notwithstanding the cessation of operation of clauses 17 - 23.
- 16.3 The provisions of this Part 4 prevail over the other provisions of this agreement to the extent of any inconsistency between them.

17. VARIATION OF OPERATION OF THIS AGREEMENT

- 17.1 The Financier must not appoint a controller to take possession of the Casino Licence or the Casino Business who is not approved by the Authority. The Financier may apply to the Authority to pre-approve a controller for the purposes of this clause.
- 17.2 The Authority will consult the Financier and consider any representations made by the Financier as to whether the Authority is satisfied that a controller or controllers appointed by the Financier who enter into possession of the Casino Business will continue to carry on the Casino Business in the manner that complies with the regulatory regime during the period that the controller or controllers remain in possession of the Casino Business, with a view to the Authority and the Financier, either in advance of or at the time of appointment of such a controller or controllers, agreeing such conditions and circumstances as would satisfy the Authority for the purposes of paragraph (c) of the definition of "Term" in clause 3.4.2.
- 17.3 *[Not used]*
- 17.4 *[Not used]*
- 17.5 The Financier may apply to the Commissioner and the Authority for copies of approvals granted, approvals withdrawn, and approvals refused to the Licensee under or pursuant to the terms of this agreement or the Act to be provided to the Financier. The Commissioner and the Authority may agree to provide such copies where they are reasonably required by the Financier, on terms and conditions as are reasonably determined by the Commissioner or the Authority.
- 17.6 The Financier must not assign the Charge, grant any interest in the Charge, or extend the benefit of the Charge, to any person without first obtaining the approval of the Authority and must not allow the Charge to secure indebtedness owing to any financial institution who has not been approved by the Authority.

- 17.7 The Financier must notify the Authority of any change in the persons who have control of, or a significant influence over, the Charge or the Financier as soon as practicable after the Financier becomes aware of the change.
 - 17.7A The Licensee must ensure that no document forming part of a transaction approved by the Authority is altered in a material way without the approval of the Authority.
 - 17.7B The Financier must ensure that no document to which it is a party forming part of a transaction approved by the Authority is altered in a material way without the approval of the Authority.
 - 17.8 The Authority's approval of the Charge, or of an interest being granted in the Charge, may be withdrawn if the Financier, or the person holding an interest in the Charge, is no longer a suitable person to hold the Charge, or an interest in the Charge.
 - 17.9 The Financier agrees that the Authority may hold an inquiry whenever it considers it necessary or desirable to do so for the purposes of ascertaining whether the Financier has complied with, or is complying with, its obligations under this agreement, or whether to withdraw the approval to the Charge, or to an interest being granted in the Charge, and must provide to the Authority, or allow the Authority, or any person acting on its behalf, to inspect, such information, records, and equipment as the Authority may require for the purposes of the inquiry.
 - 17.10 The Authority's rights under clause 17.9 continue for a period of 12 months following the date upon this Part ceases to operate.
 - 17.11 The Licensee and the Financier agree that no liability attaches to the Authority or to the Commissioner for an honest act or omission of the Authority or the Commissioner in the performance or exercise, or purported performance or exercise, of functions or powers under this Part.
 - 17.12 Clauses 17.9, 17.10 and 17.11 and this clause survive the termination of this Part.
 - 17.13 The applicant must pay the Authority's costs of conducting an investigation for the purposes of considering any application for an approval required under this Part.
18. **EXTENSION OF THE OPERATION OF THE ACT TO THE FINANCIER**
- 18.1 The Commissioner and the Authority will provide notice to the Financier of any direction or instruction to the Licensee under or pursuant to the terms of the Act as soon as reasonably practicable after such direction or instruction is made.
 - 18.2 The Financier will be entitled to the same rights as the Licensee under sections 47A and 47B of the Act.
 - 18.3 The Authority will, when giving a notice given under Division 5 of Part 7 of the Act to the Licensee, give a copy of the notice, at the same time, to the Financier.
 - 18.4 The Financier has the same rights as the Licensee under sections 61(2) and 61(3) of the Act to make submissions to the Authority.

19. APPOINTMENT OF OFFICIAL MANAGER UNDER THE ACT

- 19.1 The Minister and the Authority agree not to appoint or, in the case of the Authority, recommend the appointment of an official manager under section 63 of the Act without giving a reasonable period of notice to the Financier, being not less than 28 days unless the Authority forms the view that the public interest requires the period to be shorter.
- 19.2 The Minister agrees not to appoint an official manager of the Casino Business under section 63(2) of the Act if and for so long as the Financier has appointed a controller of the business and the Authority is satisfied, for the purposes of paragraph (c) of the definition of "Term" in clause 3.4.2, that the Casino Business will continue to be carried on in a manner that complies with the regulatory regime for the period in which the controller remains in possession of the Casino Business.
- 19.3 The operation of section 64(2) of the Act is varied so that any proceeds of the business while under official management are to be applied, thirdly, in reduction of any amount due or payable to the Financier and, fourthly, any remaining balance is to be paid into the Consolidated Account.

20. SITE TIE

- 20.1 The Minister agrees with the Financier that if the Casino Licence:
- 20.1.1 expires (other than in accordance with paragraph (a) of the definition of "Term" in clause 3.4.2); or
- 20.1.2 is cancelled or surrendered,
- the Minister will not, without the Financier's written consent, enter into an approved licensing agreement in respect of a new casino licence in place of the earlier licence unless the new licence is proposed to be granted in respect of the premises for which the earlier licence operated immediately before its expiry, cancellation or surrender.
- 20.2 This clause 20 operates until the occurrence of any of the following events:
- 20.2.1 no amount is owing or outstanding by the Licensee to the Financier;
- 20.2.2 a controller or controllers are appointed in respect of the Financier, whether or not under an order; or
- 20.2.3 the Financier is wound up or otherwise dissolved (other than to reconstruct the Financier while solvent).

21. NOTICES TO THE AUTHORITY

- 21.1 The Financier, at the time of giving notice to the Licensee under the Charge that:
- 21.1.1 the Licensee is in breach of the Charge;
- 21.1.2 a breach of the Charge has been remedied by the Licensee;
- 21.1.3 the Charge is being terminated; or
- 21.1.4 a controller is being appointed under or in respect of the Charge,

must give a copy of the notice, at the same time, to the Authority.

21.2 The Financier, at the time of giving any:

21.2.1 notice to the Licensee relating to its default or potential default; or

21.2.2 notice of default or potential default,

under any document forming part of a transaction approved by the Authority, must give a copy, at the same time, to the Authority. However, clause 21.2.2 does not apply to a document which is not referred to in any document forming part of a transaction approved by the Authority.

22. NOTICES

22.1 Notices will be served on the Financier as notified by the Financier to the Authority and the Commissioner from time to time.

22.2 Notices will be served on the Authority as follows:

Address: Level 4, 45 Grenfell Street, Adelaide, South Australia

Attention: Director

Facsimile: 8226 7247

23. INTERPRETATION

In this Part:

"Charge" means:

- (a) such forms of security which are nominated by the Licensee in any notice nominating a financier as being the charges or other security to be held by that financier; or
- (b) any variation made to such security or charges from time to time which has been approved by the Authority under sections 12 and 13 of the Act;

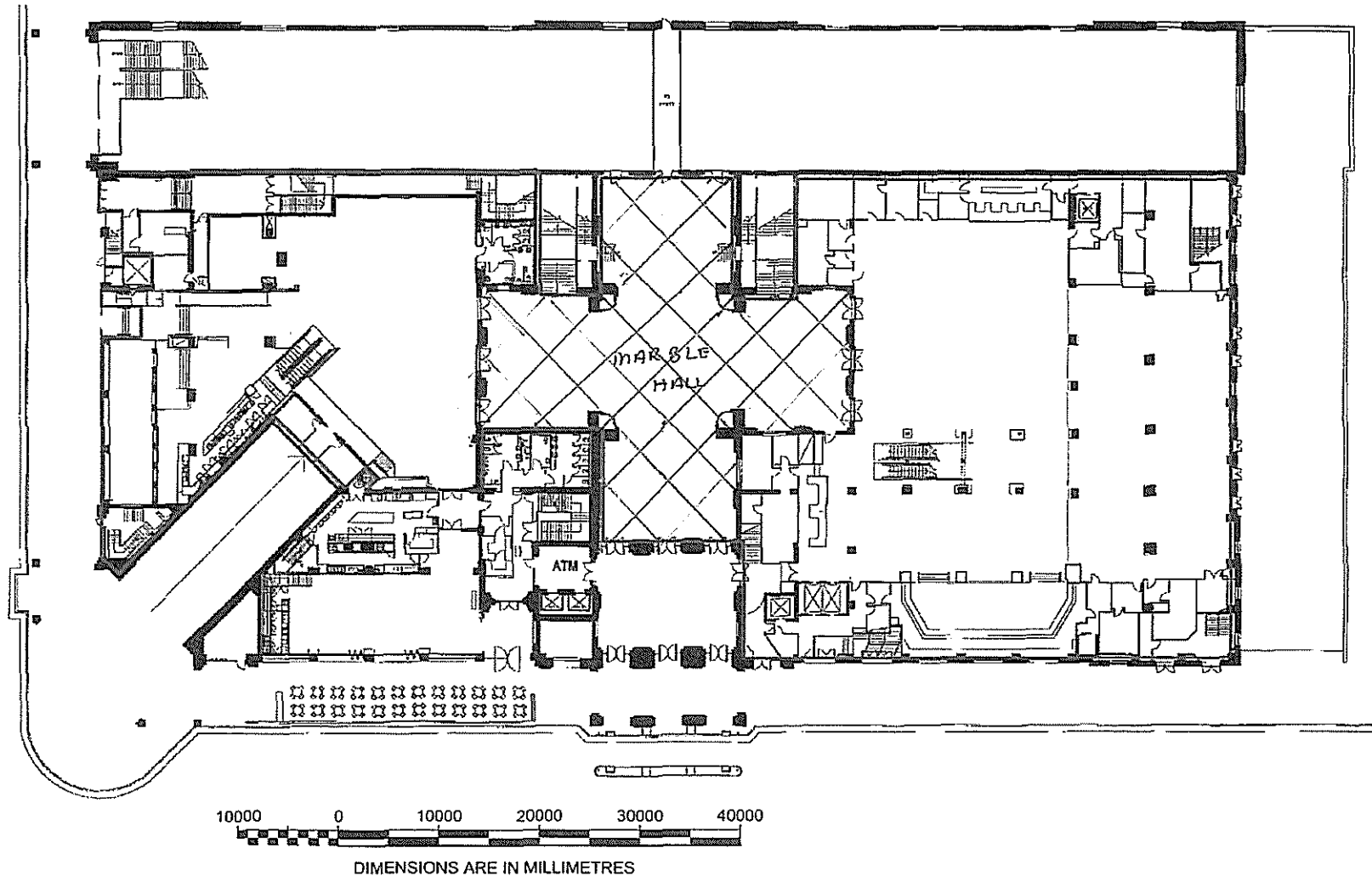
"Financier" means an entity nominated by the Licensee which has taken a charge over any assets of the Licensee (including the Casino Licence and any business assets associated with the Casino Business, and which may include a mortgage of the lease of the casino premises) to secure indebtedness of the Licensee or any related bodies of the Licensee to financial institutions from time to time, where:

- (a) the identity of the Financier for that purpose has been approved by the Authority;
- (b) the charge and any mortgage granted by the Licensee to, or for the benefit of, that entity have been approved for the purpose of section 12 of the Act;
- (c) such entity has provided a consent to be bound by the terms of this agreement;
- (d) the Financier has not given a notice to the Minister withdrawing its consent to be bound by this agreement.

ANNEXURE A
MARBLE HALL

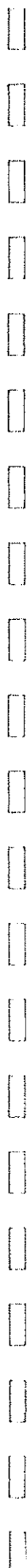
SKYCITY ADELAIDE

CASINO ACT PLANS PLAN A GROUND FLOOR



Ground Floor

UPDATED 28-08-09 as per Govt Gazette dated 14/05/09



ANNEXURE B

PRINCIPLES/METHODOLOGY FOR THE PURPOSES OF THE DEFINITION OF
"PREMIUM CUSTOMER" AND "PROJECTED EXPENDITURE" IN THE APPROVED
LICENSING AGREEMENT



**PRINCIPLES/METHODOLOGY FOR THE PURPOSES OF THE DEFINITIONS OF
"PREMIUM CUSTOMER" AND "PROJECTED EXPENDITURE" IN THE
APPROVED LICENSING AGREEMENT (the "Principles/Methodology")**

1 Measurement Methodology – Initial Qualification

The methodology approved by the Authority for the purposes of clause 1.1.18 of the ALA for measuring whether a resident of South Australia has a Projected Expenditure that meets or exceeds the numerical threshold calculated under Clause 1.1.17(b)(ii)(B) of the ALA (as assessed in order for that SA resident to obtain and subsequently maintain status as a Premium Customer) is:

- (a) gross gambling expenditure means all amounts put at risk on EGMs, ATGs and Table Games;
- (b) the calculation of gross expenditure on EGMs, Table Games and ATGs shall be:
 - i. as recorded against an account associated with that customer when playing on an EGM or an ATG that is capable of recording actual turnover against a customer account; and
 - ii. for a table game and an ATG that does not record actual turnover against a customer account, derived by:
 - a. determining the length of the session of play by reference to the customer having their customer account logged on by a supervisor swiping the customer account card when playing at the table game or ATG and being logged off when such play is complete;
 - b. using a known average rate of play for that type of table game or ATG to calculate the number of bets in that session to calculate the total amount bet during that session; and
 - c. assuming that the customer places bets at two times the minimum bet for that table game or ATG (unless a supervisor has, by reference to observation of that customers actual play, determined that the actual play is at a rate higher than two times the minimum bet and has determined a higher average for that period).
- (c) winnings to be deducted from gross expenditure for the purposes of determining Projected Expenditure will be calculated by applying an assumed Casino hold rate of:
 - i. 10% for Electronic Gaming Machines; and
 - ii. For Table Games and ATGs the Casino hold percentage calculated on recorded turnover for each Table Game type in the previous five years. As at the Variation Date under the ALA these are:

Table Game Type	Casino Hold
Baccarat	2.389%
Big & Small	8.249%
Big Wheel	8.912%
Blackjack	4.427%
Caribbean Stud Poker	6.535%
Casino War	8.493%
Mississippi Stud Poker	12.067%
Pontoon	10.034%
Roulette	3.157%
Texas Holdem Poker	8.046%

iii. for a new Table Game or ATG – as specified by the manufacturer/supplier and verified by the Commissioner for the purposes of approval of that ATG or Table Game;

- (d) annualised Projected Expenditure is to be calculated by multiplying by 6, the actual Projected Expenditure observed in the preceding 61 days;
- (e) annualised Projected Expenditure as at the Variation Date under the ALA is to be calculated by multiplying by 6, the actual Projected Expenditure observed within any consecutive 61 day period selected by the Licensee from the preceding 183 days;

2 Measurement Methodology – Six Month Review

The methodology approved by the Authority for the purposes of Clause 1.1.18 of the ALA for measuring whether a Premium Customer who is a resident of South Australia has a Projected Expenditure that equals or exceeds the numerical threshold calculated under clause 1.1.17(b)(ii)(B) of the ALA so as to be entitled to a 6 month extension of that status as a Premium Customer is:

- (a) Projected Expenditure is to be assessed in the same manner specified in 1(a) to (c) above;
- (b) annualised Projected Expenditure is to be calculated by multiplying by 2, the actual Projected Expenditure observed in the preceding 183 days;
- (c) if that annualised Projected Expenditure does not exceed the threshold specified by clause 1.1.17(b)(ii)(B) then that person shall cease to be entitled to maintain their status as a Premium Customer.

Premium Customers who fail to achieve the threshold as a result of an absence from Adelaide in the previous six months may be referred to the Authority for consideration of an individual approval by the Authority under clause 1.1.17(b)(i) of the ALA.

3 Other Classes of Premium Customers Approved by the IGA

The following additional classes of persons are approved to be Premium Customers by the IGA for the purposes of clause 1.1.17(b)(i) of the ALA:

- (a) a person lodging at least \$12,000 front money into an account opened by SKYCITY used for gambling by that person on the conditions that:
 - o the customer has agreed in writing at the time that the amount lodged may be used for gambling by that customer at the Adelaide Casino but will not otherwise be returned to that customer until the earlier of:
 - the expiry of 7 calendar days; or
 - when \$12,000 Projected Expenditure on that account has been calculated in accordance with the procedures set out in section 1. above; and
 - o the customers' eligibility to be a Premium Customer ends 61 days after lodging the front money if the customer has not, by then, generated Projected Expenditure that meets the numerical threshold as determined per section 1. above;
- (b) a person who has provided evidence of having qualified as a premium or VIP customer to an equivalent (or higher) level in another Australian or International casino that has been previously approved by the IGA as being equivalent to or in excess of the numerical threshold in clause 1.1.17 of the ALA;
- (c) a person who has established, through production of activity statements from another Australian or International casino that their net gambling expenditure at other casinos exceeds the numerical threshold determined as per section 1. above and the customer has provided appropriate identification to establish that that activity statement applies to their own personal gambling activity.

4 Initial Screening Methodology

The procedure to screen for actual or potential problem gamblers being considered for access to Premium Gaming areas to be developed by the Licensee is to incorporate the following principles approved by the Authority for the purposes of clause 1.1.17(b)(ii) of the ALA:

- (a) all persons are to be assumed to be an SA resident unless there is reliable photo ID to the contrary and are therefore subject to this screening procedure;
- (b) exclusion of a person subject to an existing barring shall be undertaken as follows:
 - (i) SKYCITY will obtain a written statement and release from the proposed premium player claiming never to have been barred and authorising the Authority to check barring records for the person;
 - (ii) SKYCITY will be permitted to afford the person premium customer status (subject to complying with any other screening requirements) pending a response from the Authority;
 - (iii) if the Authority advises that the person has been barred, SKYCITY will reverse the person's premium customer status.
- (c) if the person has at least two months gambling history at the Adelaide Casino a HRC shall assess whether there is reasonable cause to consider that this person has either:

- (i) displayed problem gambling behaviours or indicators on the main floor of the Adelaide Casino; or
- (ii) shown behaviours or indicators which suggests that they would be vulnerable to the Premium Gaming environment;

in which case that person will be interviewed in accordance with the HRC monitoring and assessment procedures to determine whether those behaviours / indicators:

- (iii) are indicative of an actual gambling problem giving rise to harm - in that case the person will not be able to become a Premium Customer and will be offered assistance by HRC; or
 - (iv) are not indicative of an actual gambling problem giving rise to harm – in that case entry may be granted.
- (d) if the person has not had at least two months gambling history at the Adelaide Casino then the HRC will implement a closer observation of this person in Premium Gaming areas for a period of not less than 3 months.
 - (e) the person must be required to join the Adelaide Casino Loyalty Program so that data of their gambling activity will be obtained and which will be the subject of review in accordance with Section 5 below.

5 **Ongoing Screening Methodology**

The procedure to screen for actual or potential problem gamblers in Premium Gaming areas to be developed by the Licensee is to incorporate the following principles approved by the Authority for the purposes of clause 1.1.17(b)(ii) of the ALA:

- (a) persons who have been nominated to be “closely observed” shall have their gambling history reviewed by HRC after 90 days of access to Premium Gaming areas;
- (b) SKYCITY shall update and implement its Host Responsibility procedures to incorporate procedures applicable to Premium Gaming
- (c) every six months the HRC will provide an assessment on each SA Resident entitled to access to Premium Gaming Areas in conjunction with the six monthly review specified in Section 2 above. A person may not have their access to Premium Areas renewed at a six monthly review if a HRC has provided an assessment of actual problem gambling by that person in that 6 month period.

6 **Monitoring and Management of Actual or Potential Problem Gambling**

SKYCITY will upgrade its HRC procedure to incorporate measures that address the monitoring and management of actual and potential problem gambling in Premium Gaming areas. SKYCITY will continuously review these procedures with a view to meeting its commitment not to allow the availability of Premium Gaming to become a source of problem gambling

7 **Review of the Principles/Methodology**

The Principles/Methodology will be subject to review by the Authority on a 4 year cycle. The result of that review may be for the Authority to require a modification / enhancement / improvement to the Principles/Methodology.

