



## Minister for Liquor and Gaming Regulation

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Our ref:

### *GAMBLING REGULATION ACT 2003*

#### **NOTICE UNDER SECTION 3.4.59C OF THE ACT OF AMENDMENT OF THE MONITORING LICENCE**

Intralot Gaming Services Pty Ltd  
299 Williamstown Road  
Port Melbourne, Victoria 3207

**TAKE NOTICE** that under section 3.4.59C of the *Gambling Regulation Act 2003* (Act):

1. Having given notice to Intralot Gaming Services Pty Ltd (IGS) of my intention to amend the Monitoring Licence, as issued to IGS on 14 November 2011, and having considered the response provided by IGS dated 1 July 2014;
2. Having taken into account the requirements of section 3.4.59C(2) of the Act and being of the opinion that the amendment is in the public interest and is required for the proper conduct of the activity licensed under the Monitoring Licence;
3. I have decided to amend the Monitoring Licence as set out below.
4. The amendments set out below take effect from the date this notice is given.

Dated 6th day of August 2014.

  
Edward O'Donohue MLC



## AMENDMENTS TO THE MONITORING LICENCE

The Monitoring Licence issued under section 3.4.46 of the Act to the Monitoring Licensee, Intralot Gaming Services Pty Ltd, on 14 November 2011 is amended as follows.

In clause 1.1, the following definitions are inserted:

**Ancillary Services** means those services as may be provided to a Venue Licensee associated with the Conduct of Gaming that are outside the scope of what constitutes Monitoring Services, Pre-Commitment Services or the Conduct of Gaming.

**Ancillary Services Provider** means a person that provides Ancillary Services.

**Australian Accounting Standards** means the accounting standards issued by the Australian Accounting Standards Board, as amended or reissued from time to time.

**Australian Auditing Standards** means the auditing standards issued by the Australian Auditing and Assurances Standards Board, as amended or reissued from time to time.

**Change of Control** means a change in the power to:

- (a) exercise, or Control the exercise of, more than or equal to half of the voting power attaching to the shares or other form of equity in an entity;
- (b) dispose of, or Control the disposal of, more than or equal to half (by value) of the shares or other form of equity in an entity;
- (c) appoint or remove, or Control the appointment or removal of, directors having more than or equal to half of the votes cast at board meetings of an entity;
- (d) exercise, or Control the exercise of, more than or equal to half of the votes cast by directors at board meetings of an entity; or
- (e) otherwise determine, or Control the determination of, the outcome of decisions about an entity's financial and operating policies.

**Claim** means any claim, demand, action, proceeding, litigation, Liability, indebtedness, obligation, investigation or judgment, however it arises and whether it is present or future, fixed or unascertained, actual or contingent (including by way of contribution or indemnity).

**Code of Practice** means any applicable code of practice in accordance with the *Information Privacy Act 2000* (Vic).

**Conduct of Gaming** has the meaning given to that term in section 1.3 of the Act.

**Control** means a power or control:

- (a) that is direct or indirect; or

- (b) that is or can be exercised as a result of, by means of or by the revocation or breach of a trust, agreement, practice or combination of any of them, whether or not they are enforceable;

and it does not matter whether the power is express or implied, formal or informal, exercisable alone or jointly with someone else.

**Financial Statement** means a financial statement that is prepared so as to comply with clause 13.7 of the Related Agreement.

**Financial Year** means the financial year being the period commencing on 1 July of any year and ending on 30 June of the subsequent year.

**Gaming** has the meaning given to that term in section 3.1.2 of the Act.

**Government Agency** means the State, the Commonwealth of Australia or any government, semi-governmental, judicial, municipal, statutory, public or administrative entity, agency or authority and includes a Minister of the Crown (in any right), a statutory corporation, including the Commission and the Victorian Responsible Gambling Foundation, a State-owned corporation, a self regulatory authority established under statute or a stock exchange (wherever created or located).

**Independent Chairperson** means the independent chairperson appointed by the Minister from time to time of the TSC.

**Information Privacy Principles** means the Information Privacy Principles set out in Schedule 1 of the *Information Privacy Act 2000* (Vic).

**Law** means:

- (a) principles of law or equity established by decisions of Courts;
- (b) statutes, regulations, by laws or other subordinate instruments of a Government Agency;
- (c) the Constitution of the Commonwealth;
- (d) binding requirements and mandatory approvals (including conditions) of a Government Agency which have the force of law; and
- (e) guidelines, codes, directions or similar provisions of a Government Agency which have the force of law.

**Liability** means any debt or other monetary liability or penalty, fine or payment or any damages, losses, indebtedness, costs, break costs, charges, outgoings or expenses of whatever description.

**Loss** means a loss, claim, action, damage, liability, cost, charge, expense, penalty, compensation, fine, outgoing or payment suffered, paid or incurred.

**Monitoring Licence Transition Out Objectives** means the objectives set out in clause 18.2 of the Related Agreement.

**Monitoring Licence Transition Out Requirements** means the framework for the Monitoring Licence Transition Out set out in Schedule 5 of the Related Agreement.

**Moral Rights** means any 'moral right' within the meaning of the *Copyright Act 1968* (Cth).

**Pre-Commitment Business** means the business of the Monitoring Licensee conducted in Victoria for the purpose of providing the Pre-Commitment Services.

**Pre-Commitment Deed of Variation** means the deed between the Minister and the Monitoring Licensee varying the Related Agreement to provide for the provision of the Pre-Commitment System by the Monitoring Licensee.

**Pre-Commitment Performance Standards** means the standards set out in Schedule 4 of the Pre-Commitment Related Agreement.

**Pre-Commitment System** has the same meaning that it has in section 3.8A.2 of the Act as that system is required to be provided under the Pre-Commitment Related Agreement.

**Pre-Commitment System Documentation** means all documentation relating to the operation and use of the Pre-Commitment System, including, without limitation, the Software, regardless of the form, medium or location of such documentation and any documentation relating to:

- (a) installation of the Software on any hardware, using any Software that is not Developed Software with the Developed Software;
- (b) the Source Code of the Developed Software;
- (c) the Object Code of the Software (to the extent that the Object Code of the Software is required to be delivered by the Monitoring Licensee to the Commission under the Related Agreement or the Pre-Commitment Related Agreement); and
- (d) the Proprietary Development Environment (to the extent that the Proprietary Development Environment is required to be delivered by the Monitoring Licensee to the Commission under the Related Agreement or the Pre-Commitment Related Agreement),

including descriptions of code generation, database schemas, and development operation and user manuals.

**Review Request** has the meaning given to it in clause 22.1 of the Related Agreement.

**Roll** means the Roll of Manufacturers, Suppliers and Testers kept by the Commission in accordance with section 3.4.60 of the Act.

**Scope of Pre-Commitment Services** means the pre commitment services requirements, to be met and carried out by the Monitoring Licensee, as set out in Schedule 2 of the Pre-Commitment Related Agreement (as altered from time to time in accordance with the Pre-Commitment Related Agreement).

**Step-In Event** means the appointment of a Monitoring Services Provider in accordance with section 3.4.59LG of the Act.

**Technology Review Plan** has the meaning given to that term in clause 4.3(b) of the Related Agreement.

**Temporary Monitoring Licensee** means a person granted a Temporary Monitoring Licence.

**Transition Plan** means the transition out plan developed by the Monitoring Licensee in accordance with clause 18 of the Related Agreement, as may be amended from time to time in accordance with clause 18 of the Related Agreement and also as amended under clause 13 of the Pre-Commitment Related Agreement.

**Venue Conditions** has the meaning given to that term in clause 4.5(a)(i) of the Pre-Commitment Related Agreement.

**Venue Licensee** means a Venue Operator that holds gaming machine entitlements under the Act or the holder of a casino licence under the *Casino Control Act 1999* (Vic) under which it is authorised to operate gaming machines.

**Victorian Responsible Gambling Foundation** means the entity so named established under the *Victorian Responsible Gambling Foundation Act 2011* (Vic).

In clause 1.1 in the definitions of **Agent**, **Contractor** and **Records**, after the words 'the Monitoring Services' wherever occurring, the words 'or Pre-Commitment Services' are inserted.

In clause 1.1 in the definition of **CPI Adjustment**, after the words 'Monitoring Fee' where occurring three times, the words 'or Pre-Commitment Fee' are inserted.

In clause 1.1 in the definition of **Disaster Recovery Site**, after the words 'the Monitoring System' the words 'and the Pre-Commitment System' are inserted.

In clause 1.1 the definition of **Disaster Recovery System** is deleted and replaced with the following definition:

**Disaster Recovery System** means the backup Monitoring System and Pre-Commitment System that the Monitoring Licensee is required to establish, operate and maintain in accordance with the Scope of Services and the Scope of Pre-Commitment Services, as those systems are changed or updated in accordance with any changes or updates made to the Monitoring System or the Pre-Commitment System as approved by the Commission in accordance with the Related Agreement or the Pre-Commitment Related Agreement.

In clause 1.1 in the definition of **Fixed and Floating Charge**, after the words 'under this Monitoring Licence' the words ', the Pre-Commitment Related Agreement' are inserted.

In clause 1.1 in the definition of **Incoming Licensee**, after the words 'the monitoring services' the words 'or pre-commitment services as' are inserted.

In clause 1.1 in the definition of **Material Agent or Contractor**, the words 'following the Minister's review of the Implementation Plan' are deleted and 'Minister' is replaced with 'Minister, '+.

In clause 1.1 in the definition of **Monitoring Licence Transition Out**, after the words 'the Monitoring Services' the words 'and Pre-Commitment Services' are inserted.

In clause 1.1 in the definition of **Related Agreement**, after the words 'as Schedule 1' the words 'as amended by the Pre-Commitment Deed of Variation' are inserted.

In clause 1.1 the definition of **Related Agreements** is deleted and the following is inserted:

**Related Agreements** means the Related Agreement, the Ancillary Documentation, the Tripartite Deeds, the Venue Monitoring Services Agreements, the Jackpot Financial Administration Services Agreements, the Trust Deed, the Pre-Commitment Related Agreement and any additional agreements dealing with matters relating to this Monitoring Licence or the provision of Monitoring Services or Pre-Commitment Services that the Minister requires to be entered into pursuant to sections 3.4.48A, 3.4A.11A, 3.8A.15 and 3.8A.16 or any other provision of the Act with the Minister or a person nominated by the Minister, the Monitoring Licensee and, if applicable, others from time to time.

In clause 1.1 in the definition of **Required Monitoring Licence Transition Date**, after the words 'conduct of monitoring services' the words 'and pre-commitment services' are inserted.

In clause 1.1 in the definition of **Software Package**, after the words 'the Related Agreement' where twice occurring the words 'and the Pre-Commitment Related Agreement' are inserted and after the words 'Monitoring System Documentation' the words 'and the Pre-Commitment System Documentation' are inserted.

In clause 1.1 in the definition of **State IP Licence**, after the words 'Related Agreement' the words 'and the Pre-Commitment Related Agreement' are inserted.

In clause 1.1 in the definition of **Systems**, after the words 'the Monitoring System' the words ', the Pre-Commitment System' are inserted.

In clause 2.1, after the words 'Monitoring Licence on' the words '14 November 2011' are inserted.

In clause 3, after the words 'the Monitoring Services,' the words 'the Pre-Commitment Services,' are inserted.

Clause 9.4 is deleted and the following clause is inserted:

**9.4 Fees**

- (a) Subject to clauses 9 and 22 of the Related Agreement, the Monitoring Licensee must not charge any fee, cost, expense or other amount to a Venue Operator for Monitoring Services other than the amounts permitted under the Pricing Model referred to in clause 9.3 of this Monitoring Licence.
- (b) The Monitoring Licensee must not charge any fee, cost or expense to a Venue Licensee for the provision of Pre-Commitment Services, except as authorised under this Monitoring Licence, the Pre-Commitment Related Agreement or the Venue Conditions.

In clause 9.5, after the words 'the Monitoring Fee' the words 'and the Pre-Commitment Fee' are inserted.

In clause 10.4, after the words 'the Monitoring System' (where first occurring) the words 'and the Pre-Commitment System' are inserted and after the words 'the Monitoring System' (where second occurring) the words ', the Pre-Commitment System' are inserted.

In clause 12.1(a), after the words 'the Monitoring Services' the words 'or Pre-Commitment Services' are inserted.