



Address: 7/19 Gertrude Street Fitzroy, VIC 3065
 PO Box: PO Box 4066, Fitzroy VIC 3065
 Telephone: (03) 8851 4949
 Email: sep@ccv.net.au
 Website: https://ccv.net.au
 ID: 11259 - 30651

DEED OF SELF EXCLUSION

THIS DEED is made on 1st Aug, 2021 [date]

by

Mary Citizen, [Name of self excluded person]

of 123 My Street, Mytown, 3000 in the State of VICTORIA [Address]

Date Of Birth: 08/02/1964 [Date of birth for the purposes of identification at the venue]

Nominated Venues:

1.

I nominate the following venues as the venue/s from which I am to be self excluded (the Venue/s):

(It is suggested that you nominate 6-12 venues that are near your home or work, on regular traversed route. You may need to list only one venue or you may need more than twelve. You will need to be able to name venues for us to include them in your deed.)

2. I desire to deny myself the right of entry to and to exclude myself from areas at the Venue/s set aside for gaming purposes only ("Restricted Gaming Areas") and to deny myself the right to use gaming machines at the Venue/s (such exclusions and denials hereafter called "Self Exclusion").

3. SELF EXCLUSION

I desire Community Clubs Victoria, the Australian Hotel Association (*which Associations hereafter called the "Industry Bodies"*), the Licensee of the Venue/s and/or the servants or agents of all those entities to take such action as is necessary to prevent me from entering the Restricted Gaming Areas and using gaming machines at the Venue/s and to remove me from the Restricted Gaming Areas.

4. I understand that Self Exclusion from Restricted Gaming Areas is made voluntarily and does not place any obligation, duty or responsibility on anyone except myself.

5. I understand and accept that upon signing and lodging this document with the Industry Bodies, I become a self excluded person who is self excluded from the Venue/s and as such I will not enter any Restricted Gaming Areas or use any gaming machine at the Venue/s.

6. I understand and accept that the upon signing and lodging this document with the Industries Bodies, I become ineligible for the period of my self-exclusion to participate in any rewards program for rewarding expenditure on gaming machines at the venue/s (hereafter called "Loyalty Programs") and any such Loyalty Program conducted by or on behalf of the venue/s by any third party. I authorise the Industry Bodies to forward details of my self exclusion to administrators of such programs.

7. PERIOD OF SELF EXCLUSION

I understand and desire that Self Exclusion from the Venue/s will remain in force for a minimum period of six (6) months, and will expire on _____

[Maximum period (2) two years].

UNDERTAKINGS

8.

I undertake that during the Period of Self Exclusion I will:

8.1 consider myself as a Self Excluded Person;

8.2 not withdraw or revoke any undertakings, authorities, release, covenant and/or indemnity contained in this Deed;

- 8.3 not enter the Restricted Gaming Areas at the Venue/s and will not use the gaming machines at the Venue/s;
- 8.4 immediately stop using gaming machines and/or leave the Restricted Gaming Areas at the Venue/s at the request of the Industry Body, the Licensee of the Venue/s and/or their servants or agents;
- 8.5 seek and continue to seek the assistance and advice of a Problem Gaming Counsellor; and
- 8.6 not seek membership of any Loyalty Program administered by or on behalf of the venue/s

AUTHORITY

9. I authorise the Industry Bodies, the Licensee of the Venue/s and/or their servants or agents of these persons during the Period of Self Exclusion:
 - 9.1 to stop me entering into the Restricted Gaming Areas.
 - 9.2 to ask me to immediately stop using gaming machines and/or to immediately leave the Restricted Gaming Areas;
 - 9.3 if I refuse to immediately stop using gaming machines and/or to immediately leave the Restricted Gaming Areas take such action as is necessary to remove me from such Restricted Gaming Areas and/or the Venue/s and to stop me using any gaming machine at the Venue/s; and
 - 9.4 to take such other action as the Industry Bodies, the Licensee of the Venue/s and/or their servants or agents deem necessary to prevent me from entering the Restricted Gaming Areas and from using gaming machines at the Venue/s and to remove me from such Restricted Gaming Areas and/or the Venue/s.
10. I authorise the Industry Bodies to take my photograph.
11. I authorise the Industry Bodies to retain a copy of my photograph and all records relating to my Self Exclusion and to deal with such copies and records as it sees fit in connection with the Self Exclusion program, including the anonymous collection of data by the Industry Bodies.
12. I authorise the Industry Bodies and nominated venue/s to notify any relevant person or third party providers of any Loyalty Program of my self-exclusion, in order that my name and address may be deleted from their mailing list, to enable them to cancel any entitlements under any Loyalty Program, and I authorise those entities to do all things necessary to remove me from the Loyalty Program and mailing lists and to cancel my accumulated entitlements under the programs (if any)
13. I authorise the Industry Bodies, the Licensee of the Venue/s and/or their servants or agents, within the Period of Self Exclusion, to retain and display my photograph and name at the Venue/s in an area accessible to Venue staff and not the general public for the purpose of allowing Venue staff to identify me as a Self Excluded Person, and I further authorise the use of the photograph for this purpose.
14. I authorise the Industry Bodies to contact me if I am detected breaching my self exclusion.
15. I authorise the Industry Bodies to contact me for the purposes of conducting a review of the Program. [This clause is optional and if you do not want the Industry Bodies to contact you for the purposes of reviewing the Program you should strike this clause out].
16. I understand and accept that although I give the above authorities there is no legal obligation, duty and /or responsibility on the Industry Bodies, gaming operators, the Licensee of the Venue/s and/ or their servants or agents to undertake any or all of the actions or things so authorised.

RELEASE

17. I and my administrators and assigns hereby release and covenant not to sue the the Industry Bodies, the Gaming Operators, the Licensee of the Venue/s, their nominees, servants, agents, contractors, and the legal personal representatives of any such persons (the Released Persons) from all actions, suits, claims and demands whatsoever which, but for this Deed, could now or hereafter be asserted brought or made by me, or by anyone on my behalf, arising from any damage or injury or otherwise caused directly or indirectly as a result of any act, default or omission of the Released Persons in relation to this Self Exclusion, including but not limited to:
 - 17.1 the display, keeping and dissemination of photographs and records relating to my Self Exclusion;
 - 17.2 any interviews with me relating to Self Exclusion;
 - 17.3 preventing me from entering the Restricted Gaming Areas and/or the Venue/s, and stopping me using gaming machines at the Venue/s; and

17.4 wholly or in part failing to act upon or respond to my desire for and my undertakings and/or authorities in respect of my Self Exclusion.

18. I accept that the Released Persons may plead this release and covenant not to sue as an absolute bar to any and all actions, suits, claims and demands made by me my administrators and assigns or on my behalf whether made now, proceeding, or hereafter arising directly or indirectly in any way whatsoever out of my Self Exclusion.

INDEMNITY

19. I and my administrators and assigns now and will at all times in the future indemnify and keep indemnified the Released Persons against all actions, liabilities, proceedings, losses, claims, damages, costs and expenses which the Indemnified Persons may suffer, incur or sustain in connection with or arising directly or indirectly from any act, default or omission by or on behalf of the Indemnified Persons in relation to my Self Exclusion.

ACKNOWLEDGMENTS

20. I acknowledge that I have read, and I understand the entire contents of this document.

21. I understand and accept the effect, obligations, duties and/or responsibilities on me and my administrators and assigns created by this Deed, including the undertakings, authorities, release, covenants, indemnities and acknowledgments;

22. The Released Persons make no assurances to me of confidentiality in respect to any matter with my Self Exclusion, including the display of my photographs and name and/ or the keeping and/ or dissemination of records and any other information relating to my Self Exclusion;

22.1 my Self Exclusion will remain in force and will not be withdrawn during the Period of my Self Exclusion;

22.2 the Self Exclusion process is an entirely voluntary undertakings by me (but which are enforceable against me) and is not a contract and does not require any action or responsibilities by, and in no way binds, the Released Persons;

22.3 it is not my intention to create any legal duty, obligation or responsibility on the Released Persons;

REVOCAION AND TERMINATION

23. Notwithstanding paragraphs 21 and 22 above, I understand that I may revoke the period of my Self Exclusion or reduce the period of Self Exclusion but only:

23.1 after the expiration of a minimum period of six (6) months from the commencement of the Period of Self Exclusion;

23.2 by arranging and attending another interview with the Industry Bodies;

23.3 by producing written evidence that I have received counselling from a qualified Problem Gaming Counsellor in respect of revocation of Self Exclusion; and

23.4 after signing and lodging with the Industry Bodies the Deed of Revocation of Self Exclusion signed by me.

24. At the expiration of the Period of Self Exclusion or upon revocation in accordance with paragraph 23 above, my Self Exclusion shall be at an end and I may thereafter enter Restricted Gaming Areas and use the gaming machines at the Venue/s.

EXECUTED AS A DEED POLL

Signed, Sealed and Delivered by)
me

on the)

at)

Identification (ID) Type

Identification (ID) Number

Witnessed by

Name of Witness

Address of Witness

.....

.....

Community Clubs Victoria Privacy Notice - SEP2

1. Community Clubs Victoria ('CCV') is an industry association which represents a broad range of community clubs and provides support and advisory services across Victoria.

Purpose of collecting your personal information

2. This information is requested by CCV for the purpose of actioning the request by patrons to participate in the free self-exclusion program ('SEP2').
3. When applying for the self-exclusion program ('SEP2'), if the patron does not supply the requested information, CCV may not be able to progress their application or action their request to be excluded from the venue(s) they have chosen.

How CCV collects your personal information

4. Generally, CCV will collect information directly from the patron, such as by telephone, email or via the deed of self-exclusion.
5. However, in limited cases, CCV will collect information from **someone other than the patron**, such as:
 - the patron's legal guardian or carer under a power of attorney and/or
 - community support providers and Gamblers' Help services.

Collection of information authorised under law

6. This information is collected by CCV under the *Gambling Regulation Act 2003* and relevant ministerial directions which establish the framework for self-exclusion programs.

Disclosure of personal information

7. The personal information may be disclosed by CCV to:
 - all venues a patron wishes to be excluded from, and
 - Gambler's Help services.

Does CCV disclose personal information to overseas recipients?

8. No. CCV does not disclose personal information overseas. We focus on representing clubs and providing advice and support across Victoria.

9. CCV uses an IT service provider based in Melbourne, Australia. However, some servers used to store information may be based in the USA or Australia.
10. The **CCV Privacy Policy** contains information about how patrons who have enrolled in the selfexclusion program can:
- **access** their personal information which is held by CCV
 - request the update or **correction** of their personal information and
 - make a **complaint** about a breach of the Australian Privacy Principles.
11. The Privacy Policy describes CCV's complaint handling procedures and is available on our website at ccv.net.au.
12. If you can't find the answer you are looking for in the Privacy Policy, please feel free to get in touch with our office directly, for privacy queries about your information held by CCV:

By mail	Email	Telephone
9/19 Gertrude Street Fitzroy 3065	ccv@ccv.net.au	(03) 8851 4900