



Victoria Government Gazette

No. S 96 Thursday 22 May 2003
By Authority, Victorian Government Printer

SPECIAL

Gaming Machine Control Act 1991 — Sections 78(1A)

VICTORIAN CASINO AND GAMING AUTHORITY

Notice of Victorian Casino and Gaming Authority Rules — Casino

By this notice, the Victorian Casino and Gaming Authority makes the rules in the attached Schedule for the purposes of 78(1A) **Gaming Machine Control Act 1991**.

This notice operates with effect from 15 May 2003.

Dated 25 March 2003

Schedule

Gaming Machine Control Act 1991 — Section 78(1A)

VICTORIAN CASINO AND GAMING AUTHORITY RULES — CASINO

Part 1 — Preliminary

1. These Rules may be cited as the Victorian Casino and Gaming Authority Rules — Casino (“the Rules”).
2. These Rules are in addition to the requirements of the **Gaming Machine Control Act 1991**, the **Casino Control Act 1991** (“the Act”), all relevant Regulations and a casino operator’s system of internal controls and administrative and accounting procedures for the casino approved under section 121 of the Act.

Part 2 — Breach of the Rules

3. If a casino operator decides that a person has breached one of these Rules or the Act in relation to, or when playing, a gaming machine, a casino operator may prohibit the person from entering or remaining in the casino under section 72 of the Act.

Part 3 — Conduct of Gaming

4. A player is entitled to receive a cash or cheque payment from a casino operator, in place of an equivalent value of gaming machine winnings or credits, only when the player has verified the amount of payment and then acknowledges receipt of the correct payment by signing the appropriate form.
5. If a player does not want to play out any remaining credits on a gaming machine that amount to less than \$1.00, the casino operator must not refuse to make a manual or ‘hand’ payment of the credits to the player.
6. Subject to rule 7, a casino operator must pay, immediately upon request, monetary prizes, coin issues, token issues, and coin or token redemption in the form requested by the player, except where the Act requires payment in a specific form.
7. (a) If a casino operator has a concern about a person’s entitlement to receive a prize, coin issue or token issue, including for reasons that the person may have acted fraudulently or used a prohibited device, or a gaming machine or gaming equipment may have malfunctioned, the casino operator may —
 - (i) request appropriate forms of personal identification from the player;
 - (ii) withhold the payment of any prize, coin issue or token issue or demand the return of any prize, coin issue or token issue from the player until the casino operator has completed an investigation and made a determination;
 - (iii) confiscate a prohibited device in the possession of a person in accordance with section 80(3) of the Act; and
 - (iv) cause the person who was in possession of a prohibited device to be detained in accordance with section 81 of the Act.

- (b) In these Rules, “prohibited device” means any equipment, device or thing that permits or facilitates cheating or stealing.
8. All coins or tokens in gaming machines remain the property of the casino operator until won by or refunded to a player in accordance with the Act, the correct operation of the machine and the approved rules of the game and these Rules.
 9. A malfunction of a gaming machine or gaming equipment, including jackpot display meter or jackpot controller, voids all gaming machine game plays, winning of jackpots, prizes and payments. All prizes won or monies paid from a gaming machine or gaming machine equipment that has malfunctioned remain the property of the casino operator. The casino operator may adjust the value of the jackpot prize in accordance with approved procedures.
 10. Unless otherwise permitted or instructed by a Gaming Machine Operations Manager or Gaming Machine Area Manager, a player may play up to three gaming machines provided that—
 - (i) The gaming machines are adjacent to each other and all on the same side of a bank of gaming machines; and
 - (ii) The player has not been requested by a Gaming Machine Operations Manager or Gaming Machine Area Manager to surrender the additional gaming machine(s) to allow other players to play one of the gaming machines.
 11. The multi gaming machine player can choose which of the gaming machines he or she wishes to continue playing, unless otherwise instructed by a Gaming Machine Operations Manager or Gaming Machine Area Manager.
 12. The player of a gaming machine must clear credits from the gaming machine when a “close of play” warning or notification is broadcast by the casino operator.
 13. A person must not tilt, rock or in any way damage or interfere with a gaming machine or attempt to operate a gaming machine with any object or device other than legal tender, valid gaming tokens or authorised Crown issued card.
 14. A person must not occupy a gaming machine without actively playing it or occupy an area adjacent to it so that he or she restricts another player from gaining access to play that gaming machine.
 15. Where a gaming machine does not provide a ‘reserve button’ to reserve a gaming machine, an employee of the casino operator may, at the request of the gaming machine player, reserve or hold a particular gaming machine for a reasonable period so as to allow that player to obtain more coin or to attend to any personal matter. Unless this request occurs, a player does not have any reservation rights over any particular gaming machine.
 16. A person must not interfere with any part of a gaming machine being played by a player to the annoyance of the player.
 17. A person must not hinder, harass, intimidate or interfere in any way with another person’s playing of a gaming machine or with any employee of the casino operator performing duties related to a gaming machine.
 18. “Syndicate Play” occurs when two or more persons act in concert to affect the chance of any person or persons winning a linked jackpot arrangement. A person must not engage or participate in Syndicate Play.
 19. A person must not induce a gaming machine player to vacate a gaming machine or to engage in Syndicate Play, whether by threats, unpleasant behaviour, financial offer or any other method.
 20. A person must not solicit or accept an inducement to engage in Syndicate Play.
- Part 4 — Player Complaints**
21. A player may complain to a casino operator about their experience of playing a gaming machine or the operation of a gaming machine.

22. Where a player complaint remains unresolved or the player is dissatisfied with the outcome of a complaint, the player must be advised of the presence of, and their right to refer the complaint to, an inspector appointed by the Director of Casino Surveillance.

Part 5 — Gaming Machine Competitions or Tournaments

23. **Definitions:** In these rules and conditions, unless the contrary appears:
- “applicant” means a person applying for entry to a gaming machine tournament;
 - “player” means a person who has been accepted to participate or compete in a tournament;
 - “session” means a set time period at the completion of which a winner and/or placegetters advance to further sessions or a final session of a tournament;
 - “play-off” means any session of play the purpose of which is to determine a winner and/or placegetter(s) of a session where two or more players have finished that session with an equal number (other than zero) of credits on the credit display or coins;
 - “tournament” means a competition for the playing of gaming machines and which provides all players with an equal chance of winning;
 - “secondary competition” means a second chance competition open to players who have failed to qualify for a subsequent session of play. Secondary competition players may be given a chance to participate in a subsequent session of the tournament as advised in the terms and conditions of the tournament;
 - “tournament director” means the General Manager, Gaming Machine Operations, of the casino operator, or designee, who shall be responsible for the conduct of the tournament in accordance with the terms and conditions of the tournament.

Conditions of Entry

24. The casino operator may charge applicants a fee to enter a tournament and such fees must be paid into the prize pool to form part or all of the prize pool.
25. Prior to the commencement of a tournament, the tournament director must determine:
- (a) the form of application for entry which must include the terms and conditions of the tournament;
 - (b) the amount of any entry fee(s);
 - (c) the number of tournament gaming machine credits or coins to be allocated to each player at the commencement of a session or play-off from the entry fees;
 - (d) the maximum and minimum number of players who may enter a tournament;
 - (e) the duration of any session(s) and the period of time when a warning signal will be given before the end of each session;
 - (f) the duration of play-off(s);
 - (g) the tournament prize structure, prize list and whether the tournament director may increase the value of the prize pool in the form of cash and/or goods and/or services;
 - (h) how a session winner is to be determined; and
 - (i) whether any credits and/or coins remaining at the completion of a session will be played off, cashed out and retained by the player or remain the property of the casino operator (the choice of which must be stated in the tournament terms and conditions).
26. The tournament director may:
- (a) refuse any application for entry;
 - (b) disqualify a player who fails to comply with these Rules or the terms and conditions of the tournament;

- (c) determine the allocation of players to sessions;
 - (d) determine the allocation of players to gaming machines;
 - (e) determine the number of players from each session who are to advance to further sessions and/or to the final session, including secondary competition winners, if any.
27. If a player does not take an allotted seat at the specified time for a session of the tournament, the tournament director may—
- (a) allow the player to participate in any secondary competition if a place is available; or
 - (b) disqualify the player and assign the allotted tournament entry to a replacement player (in which case, the entry fee of the replacement player must be included in the prize pool).
28. An entry fee will be refunded where the entrant cancels his or her entry not less than a predetermined number of days, as stated in the terms and conditions of the tournament, before commencement of a tournament.
29. An entry fee must not be refunded to a player who is disqualified from a tournament or who cannot, for any reason, participate in a secondary competition for that tournament. The fee must remain part of the prize pool.
30. All entry fees must be refunded if a tournament does not proceed as advertised.
31. Prior to the commencement of a tournament, the tournament director must make available for applicants the terms and conditions of the tournament and these tournament rules.
32. A casino operator must not accept an application that does not have an applicant's endorsement that he or she has been informed of and understands and accepts the terms and conditions of entry for the tournament and the tournament rules.
33. The tournament director must be present for the majority of the time while the tournament is in progress.
34. The tournament director must designate the particular gaming machines that will be involved in the conduct of the tournament prior to the start of the tournament. Tournaments must not be played on stand-alone jackpot machines or machines that are linked to a single bank or multi-bank mystery jackpot or a progressive jackpot. However, tournament gaming machines may be connected to a casino wide mystery jackpot.
35. In the event a venue wide mystery jackpot is won on a tournament machine during tournament play, that session of the tournament will become void for the purposes of the tournament and the session must be replayed. Any jackpot prizes and associated bonuses won by a tournament participant must be paid out to the player.
36. Subject to tournament director approval, a player may nominate a substitute player to take the player's place during any session. The substitute player cannot commence playing until he has signed an acknowledgment of understanding and accepting the terms and conditions for the tournament.
37. The tournament director will allocate a session start time and gaming machine by ballot to each player.
38. The tournament director may alter the start time of any session, subject to reasonable notice first being given to participants.
39. Each player is permitted to play only one gaming machine during any session.
40. In the event of a session lasting the full period of allocated time, the casino operator must cause an audible warning signal to be given in the vicinity of participants to alert players that only a specified time period remains for that session.

Wagers

41. The casino operator must ensure that each player has the same amount of machine credits and/or coins from which to draw during tournament play as every other player in the tournament.
42. Each player must not use any additional gaming machine credits or coins other than those allocated by the tournament director. Only the gaming machine credits or coins allocated by the tournament director can be used during the tournament.

Prizes

43. A prize pool will be formed from all of the entry fees less the amount used as coins for playing in the tournament to establish credits during the course of the tournament.
44. Bonus prizes, exclusive of the prize pool, may be randomly awarded to participants by the tournament director independently of the conduct of the play.

General Provisions

45. The terms and conditions of each tournament must be submitted to the Director of Gaming and Betting for approval under rule 46 at least ten (10) working days prior to the conduct of a tournament.
 46. A casino operator must not conduct a tournament unless the Director of Gaming and Betting or his or her delegate has approved the terms and conditions of the tournament.
 47. Any gaming machine malfunction during a tournament play shall void that session of play and, as determined by the tournament director, result in either a replay of that session or a refund of the entry fee to all participants.
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The *Victoria Government Gazette* (VGG) is published by The Craftsman Press Pty. Ltd. for the State of Victoria and is produced in three editions.

VGG General is published each Thursday and provides information regarding Acts of Parliament and their effective date of operation; Government notices; requests for tenders; as well as contracts accepted. Private Notices are also published.

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The *Victoria Government Gazette* is available by three subscription services:

General and Special — \$198.00 each year

General, Special and Periodical — \$264.00 each year

Periodical — \$132.00 each year.

All prices include GST.

Subscriptions are payable in advance and accepted for a period of one year. All subscriptions are on a firm basis and refunds will not be given.

All payments should be made payable to

The Craftsman Press Pty. Ltd.

Subscription enquiries:

The Craftsman Press Pty. Ltd.

125 Highbury Road, Burwood Vic 3125

Telephone: (03) 9926 1233

Fax (03) 9926 1292

The *Victoria Government Gazette* is published by The Craftsman Press Pty. Ltd. with the authority of the Government Printer for the State of Victoria

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ISSN 0819-5471

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Address all enquiries to the
Government Printer for the State of Victoria
Level 2 1 Macarthur Street
Melbourne 3002
Victoria Australia

Subscriptions

The Craftsman Press Pty. Ltd.

125 Highbury Road, Burwood

Victoria, Australia 3125

Telephone enquiries: (03) 9926 1233

Facsimile (03) 9926 1292

Retail Sales

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356 Collins Street Melbourne 3000.

Telephone enquiries 1300 366 356

City Graphics

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Melbourne 3000

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Price Code A