

DIGGERS @ THE ENTRANCE LTD
ABN # 73 001 038 400

RULES AND BY-LAWS As at 25th January 2018

INTRODUCTION

The following are Rules and Regulations of *diggers@the entrance*, as approved and adopted by the Board of Directors pursuant to Clause 26 of the Club's Constitution and operative and binding upon all members.

They are to be read as subject to *diggers* Constitution, the provisions of which prevail in the event of any inconsistency. The Board reserves the right to amend any *diggers* Rule or By-Law as it sees fit from time to time.

The Rules have been developed to ensure all the necessary licensing conditions and other legislative requirements are being met. In addition, they will help ensure that all our members can enjoy their facilities in a safe and comfortable environment.

These Rules and By-laws shall come into force and be duly operative upon endorsement of the Board of Directors.

A copy of *diggers* Constitution is available for perusal from the Chief Executive Officer.

Members are expected to observe these Rules at all times and any member requiring further clarification should contact the CEO.

Stephen Byfield

CHIEF EXECUTIVE OFFICER

2. STANDARD OF CONDUCT

2.1) As a guide to the standard of conduct required of members and their guests and for the purposes of the disciplinary provisions Clause 20 of *diggers* Constitution, there is to be regarded as included in, although not limited to, conduct prejudicial to the interests of *diggers* and its members and / or unbecoming of a member, any behaviour in or out of *diggers* premises and its grounds as is specified hereunder.

Such conduct will render the member liable to caution or fine; or suspension or expulsion from membership: -

- (a) Being intoxicated.
- (b) Behaving indecently or using indecent language.
- (c) Striking or offering violence to another.
- (d) Becoming disorderly or quarrelsome.
- (e) Causing damage to *diggers* property.
- (f) Removing *diggers* property without proper authority.
- (g) Disregarding any lawful instruction of the Secretary or his delegated officer or employee.
- (h) Entering or remaining on *diggers* property at an unauthorised time.
- (i) Causing offence to any member or guest, which is prejudicial to the good order of *diggers* or to the comfort or welfare of the member or guest.
- (j) Removing liquor from *diggers* premises outside of prescribed hours.
- (k) Selling or supplying liquor to any person under the age of eighteen years; or permitting any such person to operate a poker machine.
- (l) Bringing on to *diggers* premises a person under the age of eighteen years, except to attend the restaurant, bistro, authorised function or authorised sporting activity.
- (m) Handing to any member on Club premises, or there circulating to canvass or influence the course of voting in respect of any Board election or *diggers* meeting.
- (n) Engaging in any conduct, which may be prejudicial to the interests of *diggers* and unbecoming of a member.
- (o) Engage in any conduct on club property either directly or indirectly that may influence the course of voting in respect to any Board elections or meeting.
- (p) Circulating any petition on *diggers* premises without the prior written approval of Board.
- (q) Selling or supply of any illegal substance

2.2) Any person who, on *diggers* premises, is intoxicated, drug affected, violent, quarrelsome or disorderly, or whose continued presence would render *diggers* or its Secretary liable to penalty under the Registered Clubs Act, may be removed by the Chief Executive Officer or an officer or authorised employee, who shall, so soon as is practicable report in writing to the Conduct Committee the time, date, location and circumstances of the occurrence, together with any available information as to witnesses of it. Such report shall constitute a complaint for purposes of any subsequent disciplinary proceedings.

2.3) If the offender be not a *diggers* member, such removal shall of itself be sufficient to bar that person from again entering *diggers*, unless permitted so to do by the Board, following written application to it.

2.4) In the case of *diggers* member, whether removed or not, the Chief Executive Officer shall consider the complaint and may either take no further action, or refer the matter to the Conduct Committee for further investigation.

2.5) Any complaint otherwise arising against a member must be submitted in writing to the Chief Executive Officer within seven days of the alleged occurrence giving rise to the complaint, specifying the time, date, place and circumstances of it, together with any other available information as to witnesses of it.

- 2.6) In such cases also, the Chief Executive Officer shall consider the complaint and may either take no further action, or refer the matter to the Conduct Committee for further investigation.
- 2.7) Upon receipt of a referred complaint the Conduct Committee shall summon the member the subject of it (hereinafter called "the member") to appear before the Committee to answer it, at a time, date and place of which the member is to be given at least seven clear days notice by registered or certified mail. Such notice shall set out the time, date, place and reasonable details of the conduct alleged to have constituted a breach of diggers Constitution or By-Laws.
- 2.8) If the member without reasonable cause or excuse fails to appear, the complaint may be dealt with by the Conduct Committee upon such evidence as is before it, may determine the matter in the member's absence. In that event the Committee within seven days of full Board of Directors endorsement of the Committee's decision shall advise the member by registered or certified mail.
Members must confirm their attendance by remitting a confirmation to the CEO as provided in the citation letter. If this is not received, it shall be assumed that the member will not be attending and the matter shall be dealt with in the member's absence.
- 2.9) The Conduct Committee shall call and examine the complainant and other person believed to have personal and relevant knowledge of the circumstances giving rise to the complaint; and may also examine any person preferred by the member as one having similar knowledge.
- 2.10) In addition to giving his / her own oral account of the circumstances involved, the member may submit written representations to the Conduct Committee; question the complainant and any witness whose account supports the complaint; and at the conclusion of evidence address the Committee on the issue of whether the complaint is sustainable.
- 2.11) The Conduct Committee may adjourn the hearing, informing the member that he / she will be advised so soon as practicable, and in writing, of its decision. Having considered the matter and arrived at the decision, the Conduct Committee will advise the Chief Executive Officer.
- 2.12) Within seven (7) days of full Board of Directors endorsement of the Conduct Committees decision the member shall be advised of that decision, if it be adverse to the member, that an appeal may be lodged to the Board of Directors. Such an appeal must be in writing, state the grounds therefore and be lodged with the Chief Executive Officer within seven (7) days of receipt of advice of the decision. In the event of an appeal an administration fee of \$150 will apply and this must be paid in advance by the member. This fee will be fully refundable if the outcome of the appeal is in the member's favour and the decision of the Conduct Committee is overturned in respect to both guilt and penalty. In the event that the penalty is reduced only, the member who lodged the appeal shall be entitled to a refund of 50% of the administration fee (i.e. \$75.00).
- 2.13) The Board shall determine any such appeal within twenty-eight (28) days of receipt of written appeal; and may confirm, vary or quash the Committees decision. The Boards determination shall be final and conclusive.
- 2.14) Pending determination of an appeal a member for whom a penalty or suspension or expulsion has been adjourned by the Conduct Committee, shall not be entitled to enter the Club.
- 2.15) A Suspended Member will:
- (a) Remain recorded on the register for the period of suspension;
 - (b) Not be removed from membership by the Board solely for:
 - (i) not renewing his/her membership during the period of suspension; and/or
 - (ii) not paying the annual subscription that falls due during the period of suspension; and
 - (c) At the end of the suspension, and provided that the member pays all the outstanding amounts owed to the Club (including any annual subscriptions that fell due during the period of suspension), be entitled to:
 - (i) renew his/her membership; and
 - (ii) retain the same membership number he/she held at the time of the suspension.

3. RULES OF ENTRY

- 3.1) Members must show their membership card to the door person, upon entering diggers and on any occasion when requested by a member of staff.
- 3.2) Members must observe the Rules of Entry when signing in guests as displayed in diggers Foyer.
- 3.3) Members must ensure that their guest(s) must stay within their reasonable company whilst on diggers premises.
- 3.4) Members are responsible for their guest's behaviour and the member may be cited should their guest(s) behave contrary to diggers By-Laws.
- 3.5) The Directors and the Management reserve the right to exclude any person from being entered as a guest without explanation.
- 3.6) The Directors and Management reserve the right to refuse any person entry to or to remain on diggers premises as a Temporary member without having to provide an explanation.
- 3.7) It is a condition of entry that no photographs or videos are to be taken on premises without the prior approval of Management.

4. MEMBERSHIP

- 4.1) Membership subscription are due on an annual basis and fall due on January 1, each year. Unless multi year membership applies.

4.2) Any member shall notify the Chief Executive Officer in writing of any subsequent change of address within 10 days of the change.

4.3) Members who choose to resign their membership or have their membership declined or expelled shall not be entitled to any refund.

5. DRESS STANDARDS

5.1) All members are expected to conform to the dress standards as defined by diggers.

5.2) The dress standards are displayed in diggers Foyer and they may be amended from time to time as determined by the Board.

5.3) The staff reserves the right to refuse any patron entry or ask any patron to leave the premises if they do not conform to the dress standards.

6. STAFF

6.1) No member will reprimand any employee of diggers or direct such employee in his/her duties.

6.2) All complaints against any employee of diggers shall be made to the Chief Executive Officer or, in the Chief Executive Officer's absence, the Duty Manager.

7. TRADING HOURS

7.1) The trading hours of diggers shall be determined from time to time by the Board of Directors.

7.2) Members and guests shall vacate diggers premises as soon as practicable after trading ceases, but in any event within fifteen (15) minutes after trading ceases.

7.3) No liquor will be made available, poker machine service rendered or jackpots played after the hours set out by the Board.

8. PRICES

The Board shall approve a policy to be adopted towards prices to be charged for all goods and services and the Board shall make the ultimate decision in respect of any prices charged.

9. DONATIONS, RAFFLES, PAMPHLETS & PROMOTIONS

9.1) No person shall solicit donations or for raffle tickets for sale on diggers premises without the prior approval of the Chief Executive Officer.

9.2) No pamphlet, notice or other material is to be displayed or exhibited in or upon diggers premises without the prior approval of the Chief Executive Officer.

9.3) Unless otherwise stated, only financial members of the diggers @the entrance are entitled to members privileges including discounts and eligibility to enter any promotion conducted by the Club.

9.4) It is prohibited to circulate and / or canvass support for any petition on diggers premises unless the petition has been authorised by the Board.

10 SUGGESTIONS/COMPLAINTS

10.1) The Board welcomes constructive suggestions to improve the operations of diggers.

10.2) All suggestions or complaints should be in writing delivered to the Chief Executive Officer.

11. FOOD POLICY

It is prohibited to bring food on to diggers premises, unless prior arrangements are made in the following circumstances.

(a) Supply of pre-packaged foods which may be used for Raffles / Fundraising or as a gift, and not intended for consumption on diggers premises.

12. CONSTITUTION

A copy of diggers Constitution is available at the reception desk for perusal. Any member wishing to obtain a copy of diggers Constitution may do so by submitting a written request to the CEO.

13. RESPONSIBLE SERVICE OF ALCOHOL AND RESPONSIBLE SERVICE OF GAMING

Without derogating from the general powers of the Board conferred in diggers Memorandum of Association and Articles of Association and any By-laws made thereunder, the Board has power from time to time to organise and enforce the exclusion from diggers premises of any member or other person (either with or without that member's or person's agreement) in accordance with:

(a) The diggers Responsible Service of Alcohol Policy (as adopted and amended by the Board from time to time); or

(b) The Club's Responsible Service of Gaming Policy (as adopted and amended by the Board from time to time).

14. RESPONSIBLE SERVICE OF ALCOHOL

diggers:

* Recognises that it is against the law to serve any customer to the point of intoxication.

* Recognises that it is against the law to serve or supply alcohol to any patron under the age of 18 years.

* Recognises that it is against the law to allow intoxicated, disruptive or violent behaviour to occur on the premises.

* Seeks to ensure that no harm comes to patrons as a result of our service of alcohol.

The following policies and procedures have been adopted to ensure the Responsible Service of Alcohol.

(A) *General Principles*

- * Non-alcoholic beverages are provided for and are priced lower than full strength beverages.
- * Water is available on a complimentary basis and regularly refilled.
- * diggers seeks to create an environment that discourages drunken, disruptive or violent behaviour.
- * diggers does not seek to encourage rapid or excessive consumption of alcohol through price, mechanisms (e.g. happy hours, free drinks for women etc).
- * If service is refused, our staff will politely explain to the patron(s) that the premises cannot legally serve alcohol to the point of intoxication.

(B) *Underage Drinking*

- * These premises have surveillance procedures designed to detect underage patrons seeking to enter the premises.
- * If a staff member believes that a patron who is ordering, or being supplied alcohol under 18 years of age, they will politely request appropriate identification or proof of age (passport, photo card or photo drivers licence).
- * If the patron cannot, or refuses to produce identification, the staff member will notify the Supervisor on duty.
- * The Supervisor will explain to those patrons suspected of being younger than 18 years that licensed premises are legally required to refuse service to patrons who have no appropriate proof of age. They will then politely request proof of age identification.
- * If the patrons are less than 18 years of age, or fail to produce identification, the Supervisor will politely refuse service of alcohol and ask the patron to leave the premises.
- * An incident book is maintained to record all occasions on which Proof of Age identification is required and consequences of that request.

(C) *Disruptive, Violent or Intoxicated Behaviour*

- * diggers does not allow intoxicated persons to enter the premises and / or remain on the premises.
- * If a staff member becomes aware that a patron's behaviour is becoming disruptive or violent, they will notify the Supervisor or Security Steward.
- * The Security Steward or designated diggers officer will seek to reduce the behaviour by encouraging the patron's companions to intervene and / or provide service that may defuse the situation. (In the case of violent behaviour, the patron will be asked to leave the premises immediately).
- * If the behaviour cannot be reduced by the above strategies, the Security Steward will approach the patron and inform them that the establishment is legally obliged to prevent violent, disruptive or intoxicated behaviour and request that the behaviour cease.
- * If the behaviour does not cease, the Security Steward or designated diggers officer will request that the patron leave the premises.
- * As a last resort, Police will be called to remove the patron.
- * In seeking to deal with a disruptive, violent or intoxicated patron, staff should take maximum precautions that they (the staff) come to no harm.
- * Management will not place other staff in position where they might come to harm as a result of dealing with a violent, disruptive or intoxicated patron.

(D) *Patrons Safety*

- * Staff members will seek to advise and encourage patrons to monitor and moderate their consumption if it is known by our staff that a patron intends to drive from the premises.
- * Staff members will seek to discourage patrons who appear to have a blood alcohol concentration higher than the legal limit from driving.
- * Staff will assist in anyway possible to provide alternative services for patrons who may have consumed excessive alcohol
 - i.e. - holding car keys
 - overnight parking facilities
 - suggesting alternative transport arrangements
 - support of designated drivers who do not drink.

(E) *Refusal of Service*

- * If a staff member feels that a patron is becoming intoxicated, alternative options will be offered, e.g. non-alcoholic drinks.
- * If a patron is intoxicated, the staff member will refuse service and politely inform the patron that further service of alcohol is illegal and could jeopardise diggers Certificate of Registration.
- * If a patron is refused service for being intoxicated the staff member will notify his / her Supervisor, who in turn, will notify the Security Steward.
- * Patrons who are in a state of intoxication will be asked to leave the premises by the Security Steward or Supervisor. Assistance by the Police may be called if a patron refuses to leave.

(F) *Support of the above Policies*

- * This Policy has been endorsed by the Board.
- * All staff have been informed about this Policy and its associated procedures.

- * This establishment seeks to publicise and promote its position on Responsible Service of Alcohol.
- * The Board of Directors and Management seeks the support of all members to promote this Policy and ensure that diggers maintains its responsible position to its members and the local community.

(G) *Takeaway Bottleshop Sales*

- * All takeaway Bottleshop sales must be off premises by 10.00pm

15. **RESPONSIBLE CONDUCT OF GAMING**

In accordance with the “Club Safe” principles, diggers @the entrance have adopted the following practices in order to promote the Responsible Conduct of Gaming in this Club. These Best Practice Guidelines represent an approach where the environment in which gambling is conducted minimises harm and meets community expectations.

Registered Clubs aspire to achieve a harm minimisation objective in their gambling operations by:

1. Providing gambling services and practices that conform to all applicable Acts and Regulations.
2. Promoting responsible gambling practices that conform to local community standards and expectations.
3. Establishing a patron complaint resolution process.
4. Implementing policies to encourage responsible practices in advertising and promotions related to gambling and ensure compliance with relevant legislation.
5. Developing a policy that ensures all legislative requirements related to cheque cashing, payment of winnings and financial transactions are implemented and encourages patrons to develop responsible practices in the use of finances for gambling purposes.
6. Introducing procedures for handling personal information relating to gambling patrons in a club to protect their rights and privacy.
7. Establishing a pleasant and safe gambling environment.
8. Informing and training staff on legislative requirements, harm minimisation issues, the risks of not complying with legislative requirements or not adopting and practising harm minimisation strategies and taking appropriate steps to promote patron and employee care.
9. Encouraging patrons to take responsibility for their gambling activity through an effective self-exclusion procedure or other mechanisms.
10. Informing patrons and staff of diggers Responsible Gambling Policy and program, the nature of gambling products and the availability of support services for problem gamblers.
11. Developing links between diggers and relevant community organisations that will provide support and advice for problems gamblers and their families.

16. **GAMING MACHINE RULES & BY-LAWS**

In accordance with the “Club Safe” principles, diggers @the entrance have adopted the following Rules & By-Laws in order to promote the Responsible Conduct of Gaming in this Club.

These Conditions regulate and limit the rights and obligations of anyone who plays a gaming machine in **diggers**. You should read them before playing any machine. Do not play any machine if you do not understand and accept all of these Conditions.

- 16.1 No patron is required to participate. Any playing of machines is at your sole option, discretion and risk.
- 16.2 Player information brochures are available. Please ask if you would like to know what is available. Player brochures are for general information only and if there is any inconsistency with these Conditions, then to the extent of the inconsistency these Conditions prevail.
- 16.3 You should not play any machine unless you completely understand –
 - (a) how you have to pay to play it, and
 - (b) the combinations that you would have to get to win a prize.
- 16.4 If you disagree with anything done by diggers in connection with a prize or the playing of a machine, please ask about diggers complaint handling procedures.
- 16.5 Machines must not be played by anyone under the age of 18 years.
- 16.6 These Conditions cannot be varied for you personally except by a document that sets out the change(s), expressly refers to the Conditions and is signed by an authorised diggers officer.
- 16.7 These Conditions apply even where there are separate conditions stipulated for a particular machine or promotion or prize, except only where (and to the extent that) diggers expressly states in writing that it is amending these Conditions.
- 16.8 Payment may be withheld and the Police called if in diggers opinion a machine or the circumstances show any sign of use of or interference with the machine which is unlawful or in breach of these Conditions or diggers has any reasonable suspicion of play in breach of these Conditions or which is otherwise improper.
- 16.9 A prize will not be paid or awarded where in diggers reasonable opinion it arises as a result of a machine malfunction or where the winning combination showing has not been registered in the machine. diggers decision is final.
- 16.10 Various legal requirements binding on **diggers** in some circumstances are mandatory and cannot be varied. If any such requirement is inconsistent with these Conditions then the legal requirement prevails but only to the extent of the inconsistency.

- 16.11 You must not play any machine, which diggers has marked as malfunctioning or otherwise in some way marked or indicated as withdrawn from play. diggers will not pay any prize won on any such machine.
- 16.12 At any time when requested by diggers a player must provide their full name and address plus details of the basis on which they are on diggers premises, with such documentary proof as diggers reasonably requires. diggers may prevent you from playing or continuing to play any machine if you do not satisfactory comply with this requirement.
- 16.13 diggers employees are not permitted to play gaming machines, TAB or Keno at anytime.
- 16.14 Only coins and notes of Australian legal tender are to be used to play gaming machines and that must be in accordance with the particular requirement of any particular machine as noted on that machine.
- 16.15 You may reserve not more than one machine at a time and then for a maximum of 3 minutes. However, diggers may in any particular case decide in its discretion not to allow a machine reservation to continue. diggers has no liability to you if you reserve a machine but for any reason that machine is played by some other person. diggers may in its discretion but without limiting the other provisions of this Condition, allow particular types of players to reserve more than one machine or to reserve a machine for a longer period.
- 16.16 diggers may reserve any number of machines for the exclusive use of full members or for a particular promotion or activity. If you are not entitled to play a machine under any such particular arrangement then you are not entitled to claim any prize won on the machine whilst it is so reserved.
- 16.17 A prize will not be paid unless the winning combination is seen by an authorised staff member of diggers and verified for payment according to diggers standard procedure for paying prizes.
- 16.18 A prize will not be paid if it is won before the opening time of diggers, or after the announced closing time of diggers.
- 16.19 diggers has the right to ensure that every prize and short pay is played off.
- 16.20 diggers may refuse any person the right to play or to continue to play a gaming machine, in its discretion at any time without giving any reason.
- 16.21 You must immediately report to an authorised diggers staff member, any machine that is able to be operated without using the correct legal tender or without reducing the credit meter by an appropriate amount or that is malfunctioning in any other way, and you must stop playing that machine.
- 16.22 You must also immediately report to an authorised diggers staff member, any machine that overpays or pays other than the correct amount for a winning combination, and you must stop playing that machine.
- 16.23 If you do not report a malfunction as required then you may be liable to **diggers** for damages suffered by diggers as a result.
- 16.24 Any property, including money or ticket, left by players in or on an unattended machine must be reported and returned to **diggers** for appropriate action.
- 16.25 diggers will not be liable for any loss of property including money and auto payout tickets left by players in or on an unattended machine.
- 16.26 You must not tilt, rock, move, damage or interfere with a machine or do anything calculated or likely to interfere with the normal operation of a machine, or do anything prohibited by law.
- 16.27 It is an offence under Section 80 of the Gaming Machine Act 2001 for a person –
- (a) to have possession of a device made or adapted, or intended by the person to be used for interfering with the normal operation of a gaming machine in **diggers**, and
 - (b) to do anything calculated or likely to interfere with the normal operation of a gaming machine in **diggers**, and
 - (c) to do anything calculated to render the gaming machine in **diggers** incapable, even temporarily, of producing a winning combination.
- The maximum penalty for an offence is \$17,000. diggers will report to the Police any person that it believes may be committing any such offence.
- 16.28 Prizes are not payable to any player, and may not be claimed by any person, who is under the age of 18 years or who is not either a financial member, provisional member, temporary member or honorary member, or a bona fide guest of a member and on the premises in compliance with all requirements of the law and diggers Constitution and playing the machine in the reasonable company of the member concerned.
- 16.29 Prizes or accumulated prizes over \$5,000 will, and prizes of less than that amount may, be paid by crossed cheque payable to the prize-winner, or by EFT where that is requested by the prize-winner and those means are available to diggers. A BSB and account number must be provided. Prize winning cheques will not be issued unless it is clearly marked “Prize Winning Cheque – Cashing Rules Apply.”
- 16.30 Prizes and stored or accumulated credits will be paid within 48 hours of a request for payment from the prize-winner. diggers in its discretion may pay part of prize, or of stored or accumulated credits, in advance of paying the balance.
- 16.31 A prize may be awarded in a non-monetary form. Where a prize is awarded in a non-monetary form there is no option to take the prize in any other non-monetary form except as **diggers** may have separately specified in writing for any particular machine or promotion. The prize will be awarded as stated in diggers published information, or if no time has been specified then within 48 hours of a request from the prize-winner.

- 16.32 Where a prize is not awarded or paid immediately after the prize-winner has requested it, **diqqers** will give the prize-winner a written acknowledgement of the prize-winner's entitlement to the prize.
- 16.33 For a monetary prize, **diqqers** will pay the prize-winner an amount equal to but not exceeding the value of the credits accumulated by the prize-winner from playing the relevant machine.
- 16.34 All unclaimed machine tickets or progressive jackpot prizes must be claimed within 12 months. After this time all outstanding monies will be paid to The Director General.
- 16.35 Except as specified by **diqqers** in writing or by legislation for any particular machine or promotion, all prizes are paid in cash. **diqqers** keeps certain records in relation to machines and prizes. Players must co-operate with **diqqers** regarding the keeping of those records.
- 16.36 Promotional material that contains gaming machine advertising may be sent to members who have given their written consent.
- 16.37 If **diqqers** offers any machine which is operated as part of an inter-club linked gaming system (no matter what the system is named) then:
- a) to the maximum extent permitted by law, progressive jackpots (and other similar prizes) are payable by TAB Limited or other operator of the linked gaming system alone and **diqqers** has no liability to pay, and gives no representation or warranty concerning, any such jackpot, prize or other benefit offered by that operator;
 - b) any other specific conditions applicable to the relevant linked gaming system, including those notified by the operator of the linked gaming system, apply. If there is any inconsistency, then as between you and **diqqers** (except as any other conditions promulgated by the club may expressly provide) these conditions prevail to the extent of the inconsistency to maximum extent permissible by law;
 - c) **diqqers** may if it chooses act as the representative or agent of the linked gaming system operator, e.g. to facilitate payment of a progressive jackpot or prize. However, that does not waive or affect these conditions, all of which continue to apply.
- 16.38 If a gaming machine that is part of an authorised linked gaming system stops operating as part of that system, that machine must not be used (Regardless of whether the linked gaming system is in operation).
- 16.39 Only the actual prize-winner may claim or receive payment of a prize. They must do so in person at **diqqers** premises. **diqqers** may in its absolute discretion waive this condition.
- 16.40 If **diqqers** in good faith pays or awards a prize to someone appearing to **diqqers** to be or to duly represent the prize-winner, then to the maximum extent permitted by law that payment or award fully discharges **diqqers** from all liability to the prize-winner in relation to that prize.
- 16.41 **diqqers** may still publish information relating to the type or value of any prize won and the venue or geographic location where it was won, even if the prize-winner requests in writing that nothing disclosing the prize-winners' identity be published.
- 16.42 By accepting or redeeming a prize, a prize-winner consents to use of their name and likeness for marketing purposes (until they request **diqqers** in writing given to **diqqers** or an employee of **diqqers** that anything disclosing their identity not be published), based on the winning of the prize and without additional compensation.
- 16.43 Nothing in these Conditions affects anything contained in any self-exclusion deed, which you may sign. **diqqers** is entitled to rely on every provision in any self-exclusion deed signed by you (whether or not the deed is titled as a self-exclusion deed), despite anything in these Conditions.
- 16.44 Any other specific conditions applicable to any particular machine, promotion or prize apply. If there is any inconsistency, then (except as those other conditions may expressly provide) these Conditions prevail to the extent of the inconsistency.
- 16.45 A member who breaches any of these Conditions is liable to disciplinary action by **diqqers** in addition to any disqualification from claiming a prize and any other lawful penalty. A non-member who breaches any of these conditions is liable to be ejected from **diqqers** premises. Nothing in this condition limits **diqqers** other legal rights in relation to a breach of these conditions.
- 16.46 Playing of gaming machines and payment of any prizes will not be permitted during the mandatory daily shutdown period between 4am and 10am.
- 16.47 **diqqers** may withdraw or amend these Conditions at any time in its absolute discretion. Any change becomes operative immediately it is displayed anywhere at **diqqers**.
- 16.48 Any false or misleading information concerning gaming machines given to an officer of **diqqers** may lead to legal action against that person.
- 16.49 Any patron wishing to lodge a complaint is requested to contact the Duty Manager who will endeavour to resolve the situation. The Duty Manager can be contacted at Reception. If the Duty Manager has not resolved the matter to your satisfaction the complaint should be lodged in writing to the Chief Executive Officer.

17. FINANCIAL POLICY

The following information describes the procedures and policy that **diqqers** has adopted with respect to financial transactions. The purpose of this policy is to create an environment in which patrons are encouraged to act responsibly in relation to their financial transactions as they relate to gambling activities at **diqqers**.

17.1 *ATMs and EFTPOS*

Automatic teller machines (ATM) are located in the Foyer.

EFTPOS transactions can be conducted at the following locations:

- (i) Brasserie
- (ii) Reception (when applicable)

Debit facilities for ATMs are limited to the individual financial establishment's daily limits.

17.2 **CREDIT**

Cash advances to patrons will not be provided for any purpose, e.g. "IOU's" will not be accepted in exchange for cash for any purpose.

Cash will not be provided at EFTPOS facilities where a "credit" transaction is involved.

Credit transactions will only be available for the purchase of goods and services such as meals, liquor or other services not related to gambling provided by diggers.

17.3 **CHEQUES**

diggers does not cash cheques.

17.4 **PRIZE WINNINGS**

Up to \$5,000 can be claimed in cash. The remaining balance of the prize will be paid by crossed cheque made payable to the patron.

If not issued immediately, cheques will be mailed to, or can be collected by player within 48 hours of winning a prize.

For the safety of players, diggers may assist in transport arrangements for winners of major prizes. Should you require any assistance please contact the Duty Manager at Reception.

18. **GAMING - SELF-EXCLUSION POLICY**

This Club has procedures in place for self-exclusion that can be used to assist any patron who may have a problem with gambling. The scheme is voluntary and diggers would be pleased to discuss this with any patron.

For further information about diggers self-exclusion procedure or for support or advice, please contact the Duty Manager or Chief Executive Officer.

PRIVACY POLICY

diggers @ the entrance is an organisation registered under the Registered Clubs Act 1976. The club is covered by the provisions of the Privacy Act 1998.

The principal activities of the club are:

- Providing a venue for members and guests to engage in social activities
- Supporting the community in sporting events
- Providing members and their families access to a range of services
- Providing affordable meals
- Providing a safe friendly environment for locals to meet
- Providing a safe and friendly environment for locals to meet

The premises is located at 315 The Entrance Rd, Long Jetty NSW, 2261.

diggers collects personal information from members including name, address, occupation, date of birth, proof of age and contact details.

diggers collects this information in order to:

- Process membership applications
- Meet statutory requirements under the *Registered Clubs Act* and other relevant legislation
- Contact members about events and activities provided by the club

Information is also collected when the club is providing a service in both the Anytime 24/7 Fitness Centre and supervised play area (Little Diggers Playland / Partyhouse).

Your rights to privacy

diggers @ the entrance must comply with the Privacy Act 1988 which regulates, among other things, the collection, storage, quality, use and disclosure of personal information.

Collection of personal information

diggers Members

One way we collect personal information from you is for you to lodge an application form approved under the Registered Clubs Act. We may also collect information from you when you complete other forms, participate in competitions, and submit an application for employment. This personal information may include your full name, date of birth, phone and fax numbers, E-mail address, street and postal address. In some occasions, a recognised form of identification i.e. passport or drivers license will also be required to confirm the personal details provided.

Membership of Anytime 24/7 Fitness Centre may also require details of health records to ensure your personal safety.

Visitors and Guests

Under the Registered Clubs Act patrons visiting diggers must produce a recognised form of identification i.e. passport, drivers license or proof of age card to gain entry to the premises. diggers uses terminals to gather this information and to protect the data collected i.e. addresses of patrons. Scanning of licenses is optional, and if preferred, use of manual sign-in, via the terminals is available for patrons once the form of identification has been sighted by an authorised officer of the club.

When or before diggers collects personal information, the club will take reasonable steps to inform you of:

- The purposes for which the formation is collected;
- Where applicable, any law that requires the particular information to be collected, and
- The main consequences for the user if all or part of the information is not provided.

Use and disclosure of information

diggers will only use your personal information (including your e-mail address) for the purpose for which you have provided it, e.g. for application of club membership or to gain entry to the club as a visitor or guest.

We will not use it for any other purpose, nor will we disclose it, unless we have your consent or in other circumstances where such use or disclosure is permitted under the Privacy Act, or compelled by Law.

From time to time, we may wish to carry out a voluntary survey for feedback. Before collecting survey results, we will advise you of the purpose of the survey e.g. to gain information for the club to improve services etc. Participation in surveys is optional.

Information quality

diggers relies on the information provided by members to be accurate and current.

Data Security

Personal information is stored and archived for a period of seven (7) years. This includes the information of visitors and unfinancial members.

Access and correction

The Privacy Act allows individuals to access and alter records containing their personal information. To change your name on the membership database supporting documentation from a government source is required. Change of addresses can be done by completing a "Change of Address" form, by letter or by use of the internet.

Identifiers

diggers requires supporting documentation to process application forms and the unique identification number is recorded on the application form.

Sensitive information

diggers only collects sensitive information i.e. health data to provide a service to our members. Sensitive information is only gathered with the personal consent of our members.

INFORMATION TECHNOLOGY AND INTERNET INCLUDING WEB SITE

Risks on using the internet

You should note that there are security risks in transmitting information via the internet. You should assess these potential risks when deciding whether to use our online services. If you do not wish to transmit information via our website, there are other ways in which you can provide this information to diggers. You can, for example, contact the club on 02 43323399 or visit the club.

Information collected

- a) Clickstream

When you look at the diggers web site, our Internet Service Provider makes a record of your visit and logs the following information for statistical purposes:

- Your server computer address
- Your top level domain name (for example .com, .gov, .au, etc)
- The date and time of your visit

Personal information

The way we collect personal information from you is if you use our site to lodge an application form approved under the Registered Clubs Act i.e. to apply for membership. This personal information may include your full name, date of birth, phone and fax numbers, e-mail address, street and postal address.

We can only collect personal information via our website with your consent as you must click on the page provided to submit information to our website.

Access to information collected

a) Clickstream

diggers will not make an attempt to identify users or their browsing activities. However, in the unlikely event of an investigation, a law enforcement agency or other government agency may exercise its legal authority to inspect our Internet Service Provider's logs.

b) Personal

The Privacy Act allows individuals to access and alter records containing their personal information.

Use of information collected

diggers will only record your e-mail address if you send us a message. Your email address will only be used for the purpose for which you have provided it and will not be added to a mailing list or used for any other purpose with your consent.

When you provide information to us via the internet, we rely on the accuracy of that information.

Information storage and security

Personal information is stored in transmission logs and archived for a period of 7 years.

Application for memberships are hard copied and archived for a period of 7 years.

Where appropriate, our website provides a secure environment by using Secure Sockets Layer (SSL). This establishes a session, and encrypts all traffic, between our web server and your browser.

Cookies

This website has cookies but it is not used to track the browsing behaviour of the user. We only use cookies to help users navigate to the website efficiently. Users also have the option to accept website cookies or not.

diggers dedicated privacy officer is the:

The CEO

diggers @the entrance

Fax: 02 43325717

Email: byfields@diggersattheentrance.com.au

Website: www.diggersattheentrance.com.au

Telephone: 02 43323399

Stephen Byfield

CHIEF EXECUTIVE OFFICER

FOR AN ON BEHALF OF THE BOARD OF DIRECTORS

Dress Regulations

Acceptable

Thongs and sandals without back straps

Overalls/Work wear and Uniforms – Clean

Singlets or short sleeve shirts for both male and females

Shorts of any nature

Not Acceptable

Swimwear

Leotards

Headwear of any type (unless for religious or medical reasons)

Bare feet

Overalls/Work wear and Uniforms of a soiled nature

Clothing with offensive slogans / logos

Motorcycle Organisation Colours

All members and guest are required to be neatly, cleanly and appropriately attired at all times. Any decision as to propriety and cleanliness of dress and its conformity to diggers regulations rest with the Management.