

# **CASINO CONTROL ACT 1992**

# Order

Pursuant to section 66(1) of the Casino Control Act 1992, the Independent Liquor and Gaming Authority does, by this Order, approves amendments to the rules for the playing of the game of "Aruze Electronic Table Game" in the casino operated by The Star Pty Limited under licence granted by the Independent Liquor and Gaming Authority on 14 December 1994:

## (1) Rules for the playing of 'Aruze Electronic Table Game'

The rules for the playing of the game of 'Aruze Electronic Table Game' in the casino as set forth in the attachment hereto are approved.

This Order shall take effect on the date of publication on the Authority's website.

Signed at Parramatta, this 2<sup>nd</sup> day of June 2016.

Luke Freeman Manager, Market Product Approvals & Casino Operations Delegate of the Independent Liquor and Gaming Authority.



# ARUZE ELECTRONIC TABLE GAME

1

# Contents

1.	Definitions	2
2.	Aruze Electronic Table Games	2
3.	Playing of Aruze Electronic Table Game	2
4.	Jackpots	3
5.	Payouts	4
6.	Player Rewards and Promotional Prizes	5
7.	General Provisions	8

## 1. Definitions

#### 1.1 In these rules, unless the contrary intention appears:

"Assistant Gaming Manager" means a person employed in a casino in a managerial capacity for the supervision of the Aruze Electronic Table Games in the casino and includes an electronic gaming supervisor;

"Authority" means the Independent Liquor and Gaming Authority;

"electronic gaming supervisor" means a person employed in a casino in a managerial capacity for the supervision of Aruze electronic table games in the casino and includes an Assistant Gaming Manager;

**"inspector"** means a person appointed under section 20 of the Gaming and Liquor Administration Act 2007;

"maximum bet" means the maximum amount that may be wagered on any bet selection;

"minimum bet" means the minimum amount that may be wagered on any bet selection;

"player reward bonus" means any bonus or reward points offered by the casino operator to a patron or patrons of the casino in connection with gaming in the casino;

"**promotional prize(s)**" means promotional prize/s offered by the casino operator to a patron or patrons of the casino in connection with gaming given by way of a prize draw or element of chance;

"**syndicated play**" means 3 or more players acting in concert to affect the opportunity of any person or persons to participate in a linked jackpot arrangement; and

"void" means invalid with no result.

### 2. Aruze Electronic Table Games

2.1 Aruze is a gaming device which facilitates a factual representation of the casino game of Blackjack.

#### 3. Playing of Aruze Electronic Table Game

- 3.1 The instructions on how to play each Aruze electronic table game are displayed on the Aruze electronic table game artwork or screen.
- 3.2 Play options shall be in accordance with the instruction as displayed on the Aruze electronic table game's artwork or screen. Such options shall be initiated by the player activating the relevant function(s) of the Aruze electronic Independent Liquor & Gaming Authority

table game.

- 3.3 The credit meter can be incremented by:
  - 3.3.1 Australian legal tender (notes of acceptable denomination as indicated on each individual machine);
  - 3.3.2 winnings from Aruze electronic table game play;
  - 3.3.3 winnings from a linked jackpot; and
  - 3.3.4 the centralised monitoring system transferring credits to the Aruze electronic table game.
- 3.4 Aruze electronic table game play shall be initiated by the player wagering credits from the credit meter by activating the appropriate commencement function.
- 3.5 A player's winnings/prizes shall be displayed on:
  - 3.5.1 the Aruze electronic table game;
  - 3.5.2 jackpot display meter;
  - 3.5.3 associated prize display; or
  - 3.5.4 a combination of the above.
- 3.6 Credits displayed on the credit meter may be collected at the end of any game play.
- 3.7 Credits may be paid by issuance of a redeemable ticket or payout voucher and the credits so paid cancelled from the credit meter.

#### 4. Jackpots

- 4.1 Where a Jackpot option is offered the following rules will apply:
  - 4.1.1 A progressive jackpot shall operate by adding a percentage contribution of an Aruze electronic table game's turnover to a progressive jackpot pool, or pools. The number of Aruze electronic table games contributing to that pool, or pools, and the percentage contribution of each Aruze electronic game's turnover allocated to the pool(s) shall be configured in accordance with procedures approved by the Authority.
  - 4.1.2 The winner of a progressive jackpot pool shall be determined in accordance with the specific rules of the game as displayed on the

machine artwork or screen. The winner of the progressive jackpot pool shall win the prize indicated on the progressive jackpot display.

- 4.1.3 A random mystery jackpot shall operate by adding a percentage contribution of an Aruze electronic table game's turnover to a mystery jackpot pool(s). The number of Aruze electronic table games contributing to that pool, or pools, and the percentage contribution of each Aruze electronic table game's turnover allocated to the pool(s) shall be configured in accordance with procedures approved by the Authority.
- 4.1.4 The winner of a mystery jackpot shall be selected at random by a process approved by the Authority. The winning Aruze electronic table game number of the mystery jackpot pool and the prize won shall be indicated on the mystery jackpot display.
- 4.1.5 Jackpot wins, as indicated on the jackpot display, may be paid to the player:
  - 4.1.5.1 by incrementing the credit meter according to rule 3.3; or
  - 4.1.5.2 issuance of a redeemable ticket or payout voucher and the amounts so paid cleared from the jackpot display meter.
- 4.1.6 In the event of a malfunction of either a jackpot display meter or jackpot controller, the casino operator may adjust, in accordance with procedures approved by the Authority, the value of the jackpot prize. A player entitled to receive a manual payout should verify the amount of the payment and must acknowledge receipt of that payment by signing the manual payment form.

#### 5. Payouts

- 5.1 A player entitled to receive a manual payout should verify the amount of the payment and must acknowledge receipt of that payment by signing the manual payment form.
- 5.2 The casino operator may withhold the payment of any prize or redeemable ticket or payout voucher, or demand the return of any prize or redeemable ticket or payout voucher, subject to notification to and review by an inspector, until such time as the casino operator has completed an investigation and made a determination.
- 5.3 Wherever possible, prizes, redeemable tickets or payout vouchers payable by the casino operator will be paid immediately to the player. However, the casino operator may:
  - 5.3.1 delay payment, subject to further verification of the player's entitlement, to a mutually agreed time;

5.3.2 pay the prize other than in a form requested by the player; and Independent Liquor & Gaming Authority Effective from Thursday, 2 June 2016

- 5.3.3 request an appropriate form of personal identification from the player.
- 5.4 Any malfunction of the operating equipment or software on the terminal of an Aruze electronic table game shall void any Aruze electronic table game plays and payouts on that terminal.
- 5.5 Any malfunction of the operating equipment or software on an Aruze electronic table game shall void any Aruze electronic table game plays and payouts on the terminals controlled by that equipment software.

## 6. Player Rewards and Promotional Prizes

- 6.1 The casino operator may offer from time to time Promotional Prizes in conjunction with gaming in the casino.
- 6.2 Promotional Prize draws shall be overseen by a scrutineer nominated by the casino operator where an individual prize has a value over \$10,000.
- 6.3 When offering a non-monetary prize of a Promotional Prize, with the exception of prizes consisting of slots dollars and/or casino dollars, the casino operator may give the winner the option to be paid a cash alternative of the non-monetary prize instead which shall be clearly stated in the terms and conditions of the promotion.
- 6.4 If a Promotional Prize is a cash prize and is greater than \$10,000 the prizewinner may choose to be paid the amount as cash, by a crossed cheque made out to the winner, by electronic funds transfer to the winner or by a combination of these payment options.
- 6.5 The non-monetary prize rules as set out in section 66(4) of the Casino Control Act 1992 apply and Promotional Prizes will not consist of or include any of the following:
  - 6.5.1 tobacco in any form;
  - 6.5.2 a firearm, or ammunition, or an imitation firearm, within the meaning of the Firearms Act 1996;
  - 6.5.3 a prohibited weapon within the meaning of the Weapons Prohibition Act 1998;
  - 6.5.4 more than 20 litres of liquor; or
  - 6.5.5 any item or service prescribed by the regulations.
- 6.6 The casino operator will detail the terms and conditions associated with any Promotional Prize and make reference to these terms and conditions in the marketing material. These terms and conditions will be readily available within the casino boundary, or through appropriate means including but not limited to secure websites, email click through, direct mail or brochures.

- 6.7 The terms and conditions to any Promotional Prize must include, but are not limited to, the following:
  - 6.7.1 the manner in which a Promotional Prize is to be awarded;
  - 6.7.2 when and where the Promotional Prize will be awarded;
  - 6.7.3 the characteristics, criteria and/or requirements for a player to be eligible for a Promotional Prize;
  - 6.7.4 if there is a minimum or compulsory wager for each player to be eligible for a Promotional Prize then that minimum or compulsory wager;
  - 6.7.5 the nature of the Promotional Prize and any qualification, reservation or guarantee given by the casino operator, if applicable;
  - 6.7.6 the closing date and time for receipt of entry into any Promotional Prize promotion;
  - 6.7.7 the place, date and time of any Promotional Prize promotion;
  - 6.7.8 the method for claiming a Promotional Prize (including any requirement for entrants to be physically present);
  - 6.7.9 how the winner of a Promotional Prize will be notified;
  - 6.7.10 how the results of a Promotional Prize will be published;
  - 6.7.11 details of the prizes and their value including any conditions relating to receiving, using or accepting prizes; and
    - 6.7.11.1 If the prize is machinery or an electric appliance, details shall also include:
      - i) Make;
      - ii) Model;
      - iii) Accessories.
    - 6.7.11.2 If the prize is a motor vehicle, details shall also include:
      - i) Make;
      - ii) Model;
      - iii) Accessories; and
      - iv) whether registration and other on-road costs are included.
    - 6.7.11.3 If the prize is travel, details shall also include:
      - i) number of persons entitled to take advantage of the travel prize;

- ii) what is included (airfares, transfers, other transport, duration, accommodation standard, meals);
- iii) restrictions on when the travel must be taken;
- iv) if spending money is included.
- 6.7.11.4 If the prize is real estate, details shall also include:
  - i) the type of dwelling;
  - ii) plans;
  - iii) contract details;
  - iv) easement details;
  - v) address or other location;
  - vi) what is included conveyancing, legal costs, fixtures, furniture.
- 6.8 When an entrant is not required to be present at a draw to win a Promotional Prize, reasonable endeavours must be made by the casino operator to notify the winner of any Promotional Prize within 2 days of the draw by the following methods:
  - 6.8.1 face-to-face; or
  - 6.8.2 mail; or
  - 6.8.3 telephone; or
  - 6.8.4 email.
- 6.9 The casino operator shall provide the Authority with full details of the terms and conditions of any offer by the casino operator of a Promotional Prize at least 24 hours prior to the commencement of any promotion.
  - 6.9.1 Authority approval is required for the casino operator to amend the terms and conditions of the promotion after the commencement of the promotion.
- 6.10 The casino operator shall inform a patron/s as soon as practicable of the reason(s) for refusing to award them a Promotional Prize. The casino operator must retain:
  - 6.10.1 all details of claims for a Promotional Prize over \$100 which are denied by the casino operator. These details shall include the names and addresses of the claimants and the reason(s) why the claims were not met.
- 6.11 In the event of a dispute relating to the terms and conditions of a Promotional Prize promotion, the decision of the casino operator is final. Where any person is not satisfied with a decision of the casino operator relating to a promotion, the person will be advised of their right to lodge a complaint with an inspector under section 33 of the Gaming and Liquor Administration Act 2007.
- 6.12 Should the casino operator determine that the integrity of the promotion and/or draw has been compromised it may either postpone the promotion and/or draw until such a time as the integrity of the promotion and/or draw Independent Liquor & Gaming Authority Effective from Thursday, 2 June 2016

has been validated or cancel the draw. Should this occur the inspectorate is to be notified immediately.

#### 7. General Provisions

- 7.1 A player shall be entitled to play more than one Aruze electronic table game at a time, unless otherwise instructed by an electronic gaming supervisor/Assistant Gaming Manager.
- 7.2 The player of an Aruze electronic table game is required to clear credits from the Aruze electronic table game when a close of play warning or notification is initiated.
- 7.3 Players are required to notify the casino operator in the event of any malfunction of an Aruze electronic table game at which they are playing. Failure to do so, and the retention of any prizes, coin issues or free play as a result of an Aruze electronic table game malfunction, may be considered to be a contravention of these rules.
- 7.4 Tilting, rocking, or in any way damaging or interfering with an Aruze electronic table game, or attempting to operate a terminal with any object or device other than legal tender is prohibited, and may be considered to be a contravention of these rules.
- 7.5 A person shall not, either alone or in concert with any other persons, use or control at or near an Aruze electronic table game or location related to the playing of Aruze electronic table games a calculator, computer, or other electronic, electrical or mechanical apparatus or device that is capable, with respect to an Aruze electronic table game or a part thereof, of interfering with an outcome or the proper or normal operation of an Aruze electronic table game or a part thereof.
- 7.6 Rule 7.5 shall not apply to use or control by an agent or employee of the casino operator or an inspector where such person is acting in the course of their duty.
- 7.7 Where an electronic gaming supervisor/Assistant Gaming Manager is satisfied that a person has contravened any provision of rule 7.3, 7.4, 7.5, 7.10, 7.11, 7.12 or 7.14 the electronic gaming supervisor/Assistant Gaming Manager may:
  - 7.7.1 declare that any wager made by the person is void;
  - 7.7.2 direct that the person shall be excluded from further participation in playing of Aruze electronic table games; or
  - 7.7.3 recommend the person be excluded from the casino in line with the provisions of section 79 of the Casino Control Act 1992.
- 7.8 An electronic gaming supervisor/Assistant Gaming Manager may invalidate the outcome of a game if:

Independent Liquor & Gaming Authority Effective from Thursday, 2 June 2016

- 7.8.1 the game is disrupted by civil commotion, fire, riot, brawl, robbery, an act of God; or
- 7.8.2 any fraudulent act is perpetrated by any person that, in the opinion of the electronic gaming supervisor/Assistant Gaming Manager, affects the outcome of the game.
- 7.9 Where the outcome of a game is invalidated under rule 7.8, all wagers made by the players for that particular result may be refunded provided that an electronic gaming supervisor/Assistant Gaming Manager may direct that the wager of any player referred to in rule 7.8.2 be forfeited.
- 7.10 Any person who engages in syndicated play is in breach of these rules.
- 7.11 Any person who induces a player at an Aruze electronic table game to vacate an Aruze electronic table game, or to engage in syndicated play is in breach of these rules. Any person who solicits such an inducement is also in breach of these rules.
- 7.12 A person who interferes with, disturbs, or intimidates other Aruze electronic table game patrons or casino employees is in breach of these rules.
- 7.13 Players and spectators are not permitted to have side bets with or against each other.
- 7.14 Where, in the opinion of an electronic gaming supervisor/Assistant Gaming Manager, a person is not actively playing an Aruze electronic table game and is:
  - 7.14.1 occupying an Aruze electronic table game; or
  - 7.14.2 occupying an adjacent area such that it restricts another patron from gaining access to play an Aruze electronic table game;

an electronic gaming supervisor may direct the person to vacate the Aruze electronic table game or adjacent area. If a person refuses to comply with this directive, that person is in breach of these rules.

- 7.15 Any dispute or complaint concerning a casino game shall be referred for decision in the first instance to an electronic gaming host, subject to a review (if requested) by an electronic gaming supervisor/Assistant Gaming Manager.
- 7.16 In any dispute arising from these Rules, the decision of the casino operator is final. Where any person is not satisfied with a decision of the casino operator relating to the conduct of gaming, the person will be advised of their right to lodge a complaint with an inspector under section 33 of the Casino, Liquor and Gaming Control Authority Act 2007.
- 7.17 A copy of these rules shall be made available for inspection upon request.

9