CREATING A SAFER GAMING ENVIRONMENT

In conjunction with BetSafe's commitment to responsible gaming, our Club has implemented the following initiatives:

- All staff involved with the service of gambling are trained to assist members or guests who may experience problems with gambling;
- Signs have been placed in appropriate locations throughout the club, listing a 24 hour free and confidential gambling telephone helpline;
- Brochures promoting responsible gaming which list counselling services have been made available to members and guests;
- Provision of information on self-exclusion (self-banning);
- Responsible promotion of gambling within the club;
- Provision of a free counselling and assessment session.

For the members of this Club help is available. A counselling, assessment and referral session is available free of charge. This service is completely confidential. Arrange an appointment or for afterhours assistance telephone (GambleAware) on 1800-633-635.

VENUE EXCLUSION

Fairfield RSL runs a venue self-exclusion program in conjunction with BetSafe. There are a number of ways that you are able to be excluded from the venue.

IN PERSON

This process takes place at the venue. Please ask to speak with a Duty Manager and they will be able to guide you through the process and arrange for initial support from BetSafe. This Self Exclusion process allows you to place a self-imposed ban on accessing Fairfield RSL. The Club accepts any requests made when completing a self-exclusion request at another venue or via ClubSafe.

ONLINE

This process is undertaken by completing the online application at the BetSafe website. BetSafe will then reach out to provide additional support.
https://www.betsafe.com.au/self_exclusion

THIRD PARTY

This process enables worried family members to request that someone be excluded from the venue. When a request is made, BetSafe assist in understanding the situation and gather information from all involved parties. A recommendation is then made to Fairfield RSL with regards to the request. Appropriate support is provided to all affected parties

RESPONSIBLE SERVICE OF ALCOHOL

Fairfield RSL Club has adopted the following strategies for the Responsible Service of Alcohol:
1. House Policy providing the framework for the responsible serving of alcohol.
2. Training of Staff so that they implement and promote house policy.
3. Education of Patrons so that they understand the implications of and abide by the Responsible Service of Alcohol.
4. Prevention of under age drinking.
5. Promotion of safe transport options.

DRESS REGULATIONS

Dress must be clean, neat and tidy at all times. Management's decision shall be final. The following dress is NOT PERMITTED at anytime.

- Untidy, torn or frayed clothing.
- Singlets, tank tops or brief midriff tops.
- T-shirts with offensive logo or motif.
- Lycra bike shorts.
- Thongs.
- No hats (ladies dress hats permitted).

NOTES

- Items sold or distributed for promotional purposes permitted on night of issue only.
- Religious or cultural dress permitted.
- Knives or weapons of any kind are prohibited.

Any person not conforming to dress regulations will be asked to leave. All Members and Guests are required to be neat, clean and appropriately attired at all times. Any decision concerning this Club's dress regulations rests with the Board of Management.

POLICY FOR USE OF MOBILE PHONES AND CAMERAS WITHIN THE CLUB

In view of ongoing changes in technology, Fairfield RSL has adopted the following policy relating to the use of mobile phones and cameras on Club premises. This policy is designed for the protection of our members, staff and visitors privacy and the Club's security. The Club prohibits the use of mobile phones and cameras in all toilets, locker rooms, and change rooms within the Club. In addition the Club prohibits the use of cameras on our gaming floor.
Failure to comply will result in the mobile phone or camera being confiscated for the duration of your visit at the Club.
Members and visitors are encouraged to alert staff if you observe mobile phones or cameras being used inappropriately.

POLICY FOR CHILDREN ON CLUB PROPERTY

To ensure the safety of children at all times, Fairfield RSL has adopted the following policy relating to unattended children left on Club property.
The purpose of the policy is to ensure the safety of children at all times while on Club premises. A child or young person is at risk of significant harm if left unattended in a vehicle on club premises. The Club regards such behaviour by patrons as unacceptable conduct and police will be called. Leaving children unattended in a vehicle is a serious crime where the child is likely to become ill or emotionally distressed.
A person who leaves a child unattended in these circumstances risks a fine of up to $22,000 (s.231 Children and Young Persons (Care and Protection) Act 1998).
Detection:
Designated Club staff should conduct regular patrols of the club car park.
Procedures:

- If staff suspect that a child has been left unattended, they should inquire of the child the whereabouts of their parent/guardian.
- If after assessing the situation, it is determined the child is in immediate danger, i.e. suffering obvious distress as a result of heat stress, or is in risk of abuse, the Police should be called immediately and arrange for immediate release.
- A staff member will then stay with the child or escort the child to a nominated 'safe area'.
- The parent or guardian should be located.

Follow-up Action:
The child's parent or guardian should be located and the incident reported to the Chief Executive Officer, who in the case of a member, may cite them for misconduct or, in the case of a non-member, ban them from the club. The patron will then be required to leave immediately.
In addition to the above the following policy has been adopted for children on the premises:-

- Children are not allowed in The Peninsula Bar area (even when accompanied by an adult).

The exception to this is to use the toilets and only if they are accompanied by an adult.

- Children should not be on our Club premises after 11.00pm (unless in a private event).
- The above 11.00pm curfew of children on premises applies to not just our restaurants, but the lobby /foyer area as well.
- Children whilst walking to any of our eateries must be accompanied by and closely supervised by an adult.
- Children when attending our restaurants should never be left unsupervised by adults.

CHILDREN IN RESTAURANTS

Children are always welcome on our property, however, we do appreciate that you will respect fellow diners in relation to noise levels and workplace safety issues pertaining to unsupervised children in the busy areas of our restaurants. This is particularly relevant with wait staff carrying glass, heavy and sharp objects.

POLICY FOR LOITERING

In maintaining a diligent approach to the safety, wellbeing and comfort of our staff and patrons Fairfield RSL has created a Loitering Policy.
The Club prohibits groups of individuals and/or individuals loitering i.e. to linger idly or aimlessly, or linger on the premises with no intention to utilise our amenities.

Should a member or guest be found "loitering" on premises they will be asked to vacate the licensed premises with the possibility of citation to the Disciplinary Committee or placed on the "not to be admitted" list.

PRIVACY POLICY

Fairfield RSL Club is subject to the Privacy Act 1988 (Cth) and the Australian Privacy Principles contained in that Act. The Act regulates and sets standards for the way we collect, use, keep secure and disclose personal information. It gives individuals the right to know what information an organisation holds about them and the right to correct that information if it is wrong.

The Club has a commitment to privacy and the safeguarding of member and visitor personal information. Personal information is any information relating to an individual, such as name, date of birth, address and contact details. It also includes any records from which an individual can be identified from its content, such as incident reports either physical or electronic.

Any request to access personal information should be directed to the Duty Manager. It is important that all employees of this organisation abide by the Club's Privacy Policy. All employees are required to treat all personal information they view in the course of their duties with the strictest confidentiality. Any Employees who is found to be accessing, using or disclosing personal information in any way other than is required in completing their duties will face serious disciplinary action up to and including termination.

The Club has a commitment to maintaining the privacy of employee's personal information. Only Club management can access an employee's personal details and only senior management can access employee records. For references the Club will only provide a statement of service / separation certificate stating the period of employment and the position the employee held. If the Club is contacted by a prospective employer the only additional information that will be provided is whether or not the employee would be considered for re-employment.

Player activity statements are available on request.

fairfield RSL

BY-LAWS

CITY OF FAIRFIELD RSL MEMORIAL CLUB LIMITED

ABN 55 000 953 355

BY-LAWS OF CITY OF FAIRFIELD RSL MEMORIAL CLUB LIMITED

ABN 55 000 953 355

These By-Laws are made by the Board of Directors pursuant to Rule 41 of the Constitution of Fairfield RSL Memorial Club Limited ("the Club"). The Board of Directors may withdraw or amend these By-Laws at any time in its absolute discretion. Any change becomes operative immediately after it is displayed in any conspicuous place on the Club's premises

1. HOURS OF TRADING, SALE AND CARRYING AWAY OF LIQUOR

1.1 The Club's trading hours will be such as are from time to time specified by the Board of Directors, subject to the requirements of the Registered Clubs Act 1976 (and regulations) and the Gaming Machines Act 2001 (and regulations) and as displayed on the Club's noticeboard.

1.2 Members are prohibited from carrying away liquor from the Club's premises before 10.00am and after 10.00pm Monday to Saturday and before 10.00am and after 8.00pm on Sunday.

1.3 The Board of Directors or the Chief Executive Officer or, in his absence, the Duty Manager, may at their discretion instruct Club staff not to serve liquor to any person who in their opinion should not be served liquor.

1.4 Liquor will not be sold, supplied or disposed of on the Club's premises to any person under the age of 18 years.

2. MEMBERSHIP CARD

2.1 Every member will be supplied with a Membership Card, which must be shown on request to any officer or employee of the Club on entering the Club's premises or whilst on the Club's premises. The failure of any member to produce his or her membership card on request may result in that member being refused admittance or being asked to leave the Club's premises, as the case may be.

2.2 All membership cards remain the property of the Club and must be returned to the Club upon cessation or suspension of membership, or on demand.

2.3 Each member must not allow another person to use his or her membership card. Lost or stolen membership cards must be promptly reported by the relevant member to the lobby area staff, the Chief Executive Officer or Duty Manager.

3. DRESS RULES

3.1 Subject to particular dress rules in place from time to time, a suitable standard of dress must be observed at all times in the Club's premises.

3.2 The Club's dress rules are subject to change from time to time without notice. The dress rules will be displayed at the front lobby and in each edition of "The Field" Club Magazine. Members are required to comply with applicable dress rules.

i) Untidy, torn or frayed clothing
ii) Singlets or muscle shirts not permitted
iii) T-shirts with offensive logo or motif rubber thongs not permitted
iv) Lycra bike shorts

v) No baseball caps (ladies or gents)
vi) No hats (Ladies dress hats permitted)
vii) Studded, chained or spurred items
viii) School uniform, unless accompanied by an adult
ix) Football shirts, shorts or socks including soccer, rugby league, rugby union and AFL not permitted. This ban also applies to overseas sporting teams or clubs

3.3 The following dress is not permitted after 7:00pm
i) Shorts without socks (short or long socks)
ii) Work overalls
iii) Steel cap boots
iv) Tracksuit pants

3.4 All male persons who enter the Club's premises are required to remove their hats or caps. Male members and male guests of members are not permitted to wear head gear unless that apparel is demanded by religious adherence or medical requirements.

3.5 The Chief Executive Officer, Duty Manager or door person may refuse entry to the Club's premises or require a member and/or guest to leave the Club's premises if in their opinion the member and/or guest is not suitably attired as required by this By-Law or the applicable dress rules in place from time to time.

4. GUESTS

4.1 Members other than Junior Sporting Members may introduce visitors to the Club's premises and upon entering the premises, must sign the guest's name and address and the Member's own name and club membership number in the book kept for that purpose.

4.2 A guest must at all times remain in the reasonable company of the Member who introduced that guest. A guest must not remain on the Club's premises any

longer than the Member who introduced that guest.

4.3 Members will not be paged to the entrance foyer for the purpose of signing in guests.

4.4 Members will be responsible for the conduct of their guests at all times.

5. MINORS (PERSONS UNDER THE AGE OF 18 YEARS)

5.1 Junior Sporting Members may be allowed onto the Club's premises except bar areas and gaming machine areas or pursuant to an authority granted and conditions imposed by the Licensing Court of New South Wales under section 22A of the Registered Clubs Act.

5.2 Junior Sporting Members and persons aged under eighteen (18) may be allowed in a bar area for the purpose of attending a sporting activity, trophy or awards ceremony or supervised school activities.

5.3 A minor who is a guest of a full, provisional or honorary member may be allowed in a dining area but only whilst meals are being served in the dining area, subject to any authority granted and conditions imposed by the Licensing Court of New South Wales under section 22 of the Registered Clubs Act. At all times the minor must remain in the reasonable company of the full, provisional or honorary member and must leave the Club's premises with the member.

5.4 A minor who is a guest of a temporary member may be allowed in a dining area but only whilst meals are being served in the dining area, subject to any authority granted and conditions imposed by the Licensing Court of New South Wales under section 22 of the Registered Clubs Act. The minor must remain in the company and immediate presence of the temporary

member at all times. The minor may only be admitted as a guest of a temporary member who is a responsible adult in relation to the minor (eg. a parent, step parent or guardian). The minor must leave the Club's premises with the temporary member.

5.5 Minors attending a function approved by the Board of Directors and approved under section 23 of the Registered Clubs Act may only access those areas of the Club's premises approved by the Licensing Court of New South Wales and subject to any conditions under section 23AA of the Registered Clubs Act and any conditions imposed by the Court.

5.6 A minor attending a function must remain in the appropriate legislative areas of the Club and must be accompanied by a responsible adult.

5.7 These By-Laws are subject to any changes made to the Registered Clubs Act and regulations. Further, applicable conditions imposed by the Registered Clubs Act and regulations (as amended) and/or the Licensing Court of New South Wales for the attendance of minors in the Club's premises including for the purpose of attending any function, must at all times be observed by the person who accompanies the minor in the capacity of a responsible adult. Any responsible adult failing to observe the applicable conditions of Registered Clubs Act 1976 and regulations (as amended) or Licensing Court of New South Wales may be asked to leave the Club's premises with the minor whom he or she accompanied.

5.8 Persons under the age of 18 must not be entered into the guest book by any member.

6. CARPARK

6.1 Members and guests using the Club's car park(s) will

park their vehicles so as not to prevent entry to, or exit from, the car park(s).

6.2 Members and guests of the Club will not occupy car spaces designated for specific members or employees of the Club or car spaces designated for disabled drivers.

6.3 Members and guests must vacate the car park(s) as soon as possible after leaving the Club's building and not create unnecessary noise which may cause annoyance to residents living in the near vicinity. Whenever there is a car park attendant on duty, members and guests must obey any instruction given by the attendant.

7. ANIMALS

7.1 No animal will be permitted on the Club's premises at any time other than guide dogs or those animals used by entertainers engaged by the Club from time to time.

8. CLUB PROPERTY

8.1 No article or property of the Club may be removed from the Club's premises without the prior approval of the Chief Executive Officer of the Club.

8.2 Any member or guest breaking or damaging any furniture or other property of the Club may be required by the Board of Directors to pay for such damage.

8.3 No member will remove or in any way cut or damage any newspaper, book, pamphlet or magazine which is the property of the Club.

8.4 No Sub Club (including Youth Club) are permitted to use the Galton Hall or Club premises for practice on Anzac Day, Commemoration Sunday or Remembrance Day under any circumstances.

9. BOARD ELIGIBILITY

Board Elections

9.1 A member is not eligible to be nominated for or elected to the Board if that member:

(i) *is currently suspended from the rights and privileges of membership;*

(ii) has been found guilty of a charge in disciplinary proceedings under this constitution within the period of 3 years immediately prior to the date determined for the Annual General Meeting in that Board election year under rule 20.5;

(iii) has at any time been convicted of an indictable offence;

(iv) is a former employee of the Club whose services were terminated by the Club for misconduct;

(v) is a director of another registered club located within 40 kilometres of any of the Club's premises; or

(vi) has a Relevant Grant Interest an interest in the previous or current financial year of the Club.

(vii) has not obtained a Director Identification Number from the Australian Business Registry Services or has not provided satisfactory evidence (in accordance with the nomination form) that they hold a Director Identification Number;

(viii) has not completed Responsible Conduct of Gambling training provided through a Liquor and Gaming NSW approved training provider or has not provided satisfactory evidence (in accordance with the nomination form) that they have completed such training; or

ix has not provided satisfactory evidence (in accordance with the nomination form) that they have either completed, or have registered to attend and complete by 30 June in the election year, a Responsible Gambling Board Oversight training course approved by Liquor and Gaming NSW.

9.2 "Nominations must be made in writing in the form prescribed by the Board, and be signed by the proposer and seconder (who must both be financial Full members), and by the nominee (who must signify their consent to the nomination). The nomination form will require the candidate to provide relevant information including as to their qualifications for election as a director, declaring they do not hold any Relevant Grant Interest and declaring their membership of any Single Interest Group, which must be verified by statutory declaration. Nominations received after the closing time determined by the Board under rule 20.5(b) of the constitution will not be accepted."

9.3 In addition to the circumstances in which the office of a Director becomes vacant by law or otherwise under this constitution, the office of a Director becomes vacant if the Director:

i. dies;

ii. fails to disclose in accordance with the Corporations Act the nature of any Material Personal Interest in a matter that relates to the affairs of the Club;

iii. has a Relevant Grant Interest;

iv. becomes of unsound mind or mentally incapable of performing the duties of that office as resolved by the Board;

v. is absent from meetings of the Board for a continuous period of 3 months without leave of absence from the Board;

vi. resigns by notice in writing to the Secretary;

vii. becomes an employee of the Club;

viii. ceases to be a financial member of the Club;

ix. ceases to be a Full member;

x. becomes a director of another registered club located within 40 kilometres of any of the Club's premises; or

xi. nominates for election or appointment as a director of another registered club located within 40 kilometres of any of the Club's premises.

9.4 Single Interest Groups

A Single Interest Group is considered to be internal clubs, affiliated clubs, supported groups (which receive certain financial support), single sports and the Youth Club Executive

No more than 2 Directors from the same Single Interest Group may hold office on the Board at any one time.

i. two or more such internal clubs;

ii. two or more such affiliated clubs,

iii. two or more such supported groups, or

iv. two or more youth club groups,

that are all associated with a single sport or group (or a particular single group of related sports such as, but only by way of example, indoor soccer and outdoor soccer)"

9.5 Grants & Donations

The Board considers that grants and donations by the Club should as far as possible be independent of a Director's interests.

i. Candidates for election to the Board will be required to declare they do not hold a relevant interest in the recipients of grants from the Club for the previous and current financial year of the Club. Relevant grant interests are those grants by the Club which are $100 or more for the previous and current financial year of the Club and in which a Director or a candidate for election to the Board derives any kind of financial benefit or in-kind benefit from the grant recipient, a close relative of the grant recipient or a close associate of the grant recipient (such as their agent, lobbyist, principal or advocate) to the value of $100 or more.

ii. If the candidate has such an interest, they will not be eligible to be elected to the Board. Similarly, an incumbent Director will lose office if they hold a relevant interest in the recipient(s) of grants from the Club for the previous and current financial year of the Club.

10. GAMBLING

10.1 Subject to the operation of gaming machines, no betting or gambling of any description is permitted on the Club's premises except on Anzac Day when special regulations will apply to Keno and Two Up. Selling of raffle tickets or conduction of competitions or raffles, without the prior consent of the Board of Directors, is prohibited.

11. GAMING MACHINES

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

11.2 No patron is required to participate. Any playing of machines is at your sole option, discretion and risk.

11.3 Player information brochures are available. Please ask if you would like to know how to get one. 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.

11.4 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.

11.5 If you disagree with anything done by the Club in connection with a prize or the playing of a machine, please ask about the Club's complaint handling procedures.

11.6 Machines must not be played by anyone under the age of 18 years.

11.7 These conditions cannot be varied for you personally except by a document that sets out the change(s), expressly refers to these conditions and is signed by an authorised Club Officer.

11.8 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) the Club expressly states in writing that it is amending these conditions.

11.9 Payment may be withheld and the Police called if in the Club's 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 the Club has any reasonable suspicion of play in breach of these conditions or which is otherwise improper.

11.10 A prize will not be paid or awarded where in the Club's reasonable opinion it arises as a result of a machine malfunction or where the winning combination showing has not been registered in the machine. The Club's decision is final.

11.11 Various legal requirements binding on the Club 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.

11.12 You must not play any machine which the Club has marked as "out of order" or otherwise in some way marked or indicated as withdrawn from play. The Club will not pay any prize won on any such machine.

11.13 At any time when requested by the Club a player must provide their full name and address plus details of the basis on which they are on the Club's premises, with such documentary proof as the Club reasonably requires. The Club may prevent you from playing or continuing to play any machine if you do not

satisfactorily comply with this requirement.

11.14 Club employees and former employees, and contractors and suppliers to the Club (and their officers and staff) must observe all relevant restrictions imposed by the Club from time to time regarding such persons. Without limiting those general words, an employee must not play machines whilst on duty nor during meal or rest periods or other breaks from duty. Prizes won by an employee or former employee, or by a contractor or supplier (or one of their officers or staff) when playing a machine in breach of this condition, will not be awarded or paid.

11.15 Only coins and notes of Australian legal tender are to be used to play a machine and that must be in accordance with the particular requirements of the particular machine as noted on that machine.

11.16 You may reserve not more than one machine at a time and then for a maximum of 15 minutes. However, the Club may in any particular case decide in its discretion not to allow a machine reservation to continue. The Club has no liability to you if you reserve a machine but for any reason that machine is played by some other person. The Club 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.

11.17 The Club 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.

11.18 A prize will not be paid unless the winning combination is seen by an authorised staff member of the Club and verified for payment according to the Club's standard procedure for paying prizes.

11.19 A prize will not be paid if it is won before the opening time of the Club, or after the announced closing time of the Club.

11.20 The Club has the right to ensure that every prize, short pay and machine refill is played off.

11.21 The Club 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.

11.22 You must immediately report to an authorised Club 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.

11.23 You must also immediately report to an authorised Club staff member, any machine that overpays or pays other than the correct amount for a winning combination, and you must stop playing that machine.

11.24 Any property, including money, left by players in or on an unattended machine must be reported and returned to the Club for appropriate action.

11.25 If you do not report a malfunction as required then you may be liable to the Club for damages suffered by the Club as a result.

11.26 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.

11.27 Cheating in relation to a machine is a very serious criminal office carrying a maximum penalty of $11,000.00 or imprisonment for 12 months, or both, for each offence.

11.28 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 on the premises in compliance with all requirements of the law and the Club's Constitution and playing the machine in the reasonable company of the member concerned.

11.29 Prizes or accumulated credits over $2000.00 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 the Club.

11.30 Monetary prizes and stored or accumulated credits will be paid within 48 hours of a request for payment from the prize winner. The Club in its discretion may pay part of a prize, or of stored or accumulated credits, in advance of paying the balance.

11.31 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 the Club may have separately specified in writing for any particular machine or promotion. The prize winner does have the choice of being paid in money instead. The prize will be awarded as stated in the Club's published information, or if no time has been specified then within 48 hours of a request from the prize-winner.

11.32 Where a prize is not awarded or paid immediately after the prize-winner has requested it, the Club will give the prize-winner a written acknowledgment of the prize-winner's entitlement to the prize.

11.33 For a monetary prize, the Club 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.

11.34 Except as specified by the Club 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.

11.35 If the Club offers any machine which is operated as part of an inter-club linked gaming system (no matter what that 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 the Club 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 the Club (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 at law;

(c) the Club 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.

11.36 The Club may immediately withdraw a machine or any progressive system from play if the Club in its absolute discretion suspects a malfunction. If the machine is of a progressive type then the Club will have the machine repaired as soon as practicable.

11.37 Only the actual prize-winner may claim or receive payment of a prize. They must do so in person at the Club's premises. The Club may in its absolute discretion waive this condition.

11.38 If the Club in good faith pays or awards a prize to someone appearing to the Club to be or to duly represent the prize winner, then to the maximum extent permitted by law that payment or award fully discharges the Club from all liability to the prize-winner in relation to that prize.

11.39 If the Club provides any gaming machine ticket (as defined in the Gaming Machines Regulation 2002 as may be amended from time to time) then:

(a) The ticket may only be redeemed at the place or places at the Club's premises which are designated by the Club.
(b) The ticket may be redeemed at the Club's election for cash or by cheque or both.
(c) The Club may refuse to redeem the ticket if the Club is not satisfied that the person claiming in respect of the ticket is entitled to the ticket or if that person does not provide documentary proof of identity and their signature and provide and let the Club take from that documentary proof of identity the following information – their full name and address; the identifying numbers or letters of the document proving their identity; and the full name, address and signature of the person claiming in respect of the ticket (if different to the person presenting the ticket).
(d) Claims may be made for unclaimed tickets at any time when the Club is open for trading.

11.40 The Club 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-winner's identity be published.

11.41 By accepting or redeeming a prize, a prize-winner consents to use of their name and likeness for marketing purposes (until they request the Club in writing given to the Club or an employee of the Club that anything disclosing their identity not be published), based on the winning of the prize and without additional compensation.

11.42 Nothing in these conditions affects anything contained in any Self-Exclusion Deed which you may sign.The Club 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.

11.43 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.

11.44 A member who breaches any of these conditions is liable to disciplinary action by the Club 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 the Club's premises. Nothing in this condition limits the Club's other legal rights in relation to a breach of these conditions.

11.45 The Club may withdraw or amend these conditions at any time in its absolute discretion. Any change becomes operative immediately it is displayed anywhere at the Club.

11.46 Any person violating these gaming machine By-Laws may be asked to leave the Club and if the person is a member, that person may be liable to suspension or other disciplinary action under the Club's Constitution.

12. ADDITIONAL PLAYING CONDITIONS

12.1 These conditions and warnings form part of, and should be read in conjunction with, the Club's Machine Playing Conditions.

12.2 Playing gaming machines may involve various risks.

12.3 Playing gaming machines can cause you to lose money. Excessive or addictive playing may cause or exacerbate health problems.

12.4 Any liability of the Club for any breach of a warranty implied by section 74 of the Trade Practices Act 1974 (C'th) is excluded, but only to the extent that the liability relates to death or personal injury.

12.5 Nothing in the Club's Machine Playing Conditions or these conditions excludes, modifies or limits (or is intended to exclude, modify or limit) any warranty or term implied or imposed by any statute (including the trade Practices Act, (C'th) and Fair Trading Act 1987 (NSW) which may not, under the terms of the statute, be excluded, modified or limited.

12.6 Any breach of our House Gaming Policy will result in the reporting to the appropriate authorities, as well as lead to immediately being placed on the NTBA (Not to be admitted) list, and requested to attend the Club's Disciplinary Committee meeting. This may result in the withdrawal of your membership.

IS GAMBLING A PROBLEM FOR YOU?
Oakdene House Foundation
29 Vine Street (corner of Vine & Lawson Street)
Fairfield NSW 2165
Phone: 02 8717 0999
www.oakdenehouse.org.au

For after hours assistance please contact GambleAware
1800 858 858

13. CANVASSING, ADVERTISEMENTS/NOTICES AND COLLECTIONS FOR CHARITIES ETC

13.1 Members and guests are prohibited, without the prior consent of the Chief Executive Officer from using the Club noticeboard for the displaying of any notices for any purposes whatsoever.

13.2 Members and guests are prohibited from bringing onto the Club premises a petition of any kind which conflicts with the Club's Constitution.

13.3 Soliciting for and/or collecting moneys for charitable or other purposes, the sale of tickets in lotteries or raffles or for any event on the Club's premises will not be made without the prior approval of the Board of Directors or the Chief Executive Officer.

14. FUNERAL ASSISTANCE BENEFIT

14.1 Subject to the qualifications below, upon written request to the Chief Executive Officer from the Executor or Administrator of a deceased member's estate, the Club will consider for approval, and if approved, pay a funeral assistance benefit of $200 to the deceased member's estate.

14.2 Funeral assistance benefit will be paid under this By-Law unless:

(a) The deceased member was a member of the Club for a continuous period of not less than five (5) years; and who joined the Club on or before 31st December, 1998.

(b) No funeral benefit will be paid to any person who joined the Club on or after 1st January, 1999

(c) The benefit payment is not automatic and must be applied for, by presenting a copy of the Funeral Director's account, and/or a copy of the member's death certificate.

(d) All ex-service members who are full members of the City of Fairfield RSL Sub Branch are subject to specific funeral benefits as formulated by the Executive of the Sub Branch.

14.3 Chief Executive Officer may require such documents from the Executor or Administrator of the member's estate as he or she considers necessary to verify a request made under this By-Law.

15. CERTIFICATES OF APPRECIATION

15.1 Members who have given outstanding voluntary service to the Club or a Sub Club of the Club may be nominated for a Certificate of Appreciation or any other suitable award.

15.2 Nominations for Certificates of Appreciation will be submitted on the form prescribed for that purpose and delivered to the Chief Executive Officer no later than the fourth Tuesday of February in each year. No more than six (6) nominations will be approved by the Board in any one year.

16. COMPLAINTS

16.1 All complaints regarding the Club, its members, their guests and the Club's employees or in regard to any other matter, must be made in writing to the Club's Chief Executive Officer.

16.2 In no instance will an employee of the Club be reprimanded directly by a member. Any complaint about an employee of the Club may be made to the Chief Executive Officer or Duty Manager.

17. DISCIPLINARY ACTION

17.1 The Club's Constitution sets out matters for which a member may be disciplined. If a member is found:

(a) to have refused or neglected to comply with any

provision of this Constitution or any By-Laws; or

(b) to be guilty of any conduct which is prejudicial to the Club's interests; or

(c) to be guilty of any conduct which is unbecoming of a member; or

(d) to be guilty of any conduct which renders the member unfit for membership,

The member may be reprimanded, suspended from any or all privileges of membership for a period or expelled from membership by the Board of Directors (or by a Committee established and authorised by the Board of Directors pursuant to the Club's Constitution).

17.2 Any of the following conduct will be considered conduct in respect of which disciplinary action may be taken under the Club's Constitution to:

(a) Introduce a guest to the Club except in accordance with the requirements from time to time of the Registered Clubs Act, 1976, The Club's Constitution and these By-Laws and fail to remain in the company of that guest in accordance with the requirements of the Registered Clubs Act, or

(b) Knowingly introduce a person as a guest who has been expelled or suspended from the Club or had their application for membership to the Club refused; or

(c) Infringe the Club's Constitution and/or any of these By-Laws; or

(d) Organise or take part in gambling activities on the Club's premises apart from the use of gaming machines in accordance with these rules or outside of those in accordance with the Office of Liquor Gaming and Racing.

(e) Solicit for money, goods or services; or

(f) Be under the influence of illegal drugs or deals in or introduces illegal drugs to the Club's premises and/or precincts of the Club; or

(g) Use objectionable language; or

(h) Be involved in fisticuffs or physical assault in the Club premises and/or precincts of the club; or

(i) Take liquor from the Club's premises without authority;

or

(j) Disregard the directions of any member of the Board of Directors or delegated employee of the Club, including the directions of the Chief Executive Officer, Duty Manager or Gaming Manager; or

(k) Damage or remove club property; or

(l) Remain on the Club's premises at unauthorised times; or

(m) Cause offence to any other member, guest or an employee of the Club which is prejudicial to the good order of the Club or comfort or welfare of any other member, guest or an employee of the Club; or

(n) Allow any person under the age of 18 years to use or operate gaming machines on the Club's premises.

(o) Any groups of individuals and/or individuals loitering i.e. to linger idly or aimlessly, or remain on the premises with no intention to utilise our amenities.

(p) Use of mobile phones and cameras in toilets, locker rooms, and change rooms within the Club. In addition the use of cameras on our gaming floor is prohibited along with any other inappropriate use of cameras and phones.

(q) Any actions that may involve a conflict of interest that may have a negative or adverse effect on the Club or the Club's business including but not limited to:

  (i) being elected or appointed to the board or governing body of another registered club located within a 40km radius of the Club's premises whilst serving on the board of the Club;

  (ii) seeking nomination for election to the board or governing body of another registered club located within a 40km radius of the Club's premises whilst serving on the board of the Club;

  (iii) introducing temporary members or guests to the Club for the purposes of using or viewing the Club's intellectual property, designs and/or fit-out for the commercial interests of the member, or the temporary member or guest introduced by the member;

  (iv) providing any confidential information of the

Club (which the member knows, or ought to know is confidential) to any third party unless the member:
(A) has the Club's prior written consent; or
(B) is required to do so by law, provided that the member has promptly notified the Club of the disclosure; or

(v) any actions that may have a negative or adverse effect on the Club or Club's business in relation to the Club's intellectual property or confidential information particularly involving the Club's competitors.

17.3 The Board or any Committee established and authorised by the Board pursuant to the Club's Constitution may take disciplinary action against a member pursuant to the Club's Constitution for breach of the Club's Constitution and/or any of these By-Laws.

18. GENERAL

18.1 Any matters connected with the Club's Management, which are not provided for in the Constitution and By-Laws, will be dealt with by the Board of Directors, whose decision will be final.

18.2 All decisions given by the Board of Directors in accordance with the Club's Constitution, including decisions concerning penalties for breach of these By-Laws or the Club's Constitution, or concerning the construction or interpretation of any of these By-Laws or the Club's Constitution, will be final and binding on all members.

18.3 Employees, contractors and sub-contractors are deemed ineligible to become members.

18.4 Members and their guests will conduct themselves at all times, in such a manner so as not to cause offence or nuisance or annoyance to other members and guests.

18.5 Members and their guests will not be permitted to enter behind the bars of the Club's premises, nor in the cool room or kitchen of the Club's premises, nor any other part of the Club as may, from time to time, be specified by the Board of Directors or the Chief Executive Officer. Areas designated for staff only must not be entered by members or guests.

18.6 All members and guests will leave the Club premises within 30 minutes of the bar closing, or when directed by the Chief Executive Officer or his Deputy.

18.7 When leaving the Club no member or guest will make any unnecessary noise or disturbance in the precincts of the Club which, for the purpose of these By-Laws, include the Club's land and buildings and the areas bounded by Dale Street, Vine Street, Lawson Street, Anzac Avenue, the Club's car parks in Bertha Street (or any other car parks (s) that the Club may cause to be used).

18.8 Any member guilty of breaching these By-Laws and/or the Club's Constitution will be the subject of disciplinary action pursuant to the Club's Constitution and may be suspended immediately pending such disciplinary action.

18.9 Members and guests must pay their respects to the National Anthem and the Australian National Song as required, and give due recognition to the "ODE" when it is played in the Club's premises.

18.10 All members are expected to ensure that their guests are aware of these By-Laws.

18.11 The Chief Executive Officer or Duty manager will have the right to request any person to leave the Club's premises if the Chief Executive Officer or Duty manager considers that person to be undesirable or in breach of these By-Laws and/or the Club's Constitution.

A copy of the Club's Constitution is available for perusal at the front lobby.

Approved by the Board of Directors, July 2025.

CITY OF FAIRFIELD RSL MEMORIAL CLUB LIMITED
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