

1. Terms and Conditions

- 1.1 These Terms and Conditions govern the use of Quickchange™, the online authorisation service provided by Maxgaming NSW Pty Ltd ABN 51 078 250 423 for gaming machines.
- 1.2 All clubs and licensees participating in Quickchange™ or other users of Quickchange™ are bound by these Terms and Conditions and by registering for or using Quickchange™ agree to be bound by these conditions.

2. Eligibility and Participation

- 2.1 Only a club or a licensee is eligible to apply to use Quickchange™. No one else may apply to use Quickchange™.
- 2.2 A club or licensee who wishes to use Quickchange™ must:
- (a) submit a Business Letter to Maxgaming NSW Pty Ltd requesting participation in Quickchange™;
 - (b) submit to Maxgaming NSW Pty Ltd with that Business Letter a completed Registration Form for each Venue; and
 - (c) be accepted by Maxgaming NSW Pty Ltd for participation.
- 2.3 In order to use Quickchange™ a club or licensee will require:
- (a) a User Name, which Maxgaming NSW Pty Ltd will issue if it accepts a club or licensee for participation in Quickchange™;
 - (b) a password which will be supplied by the club or licensee in the Registration Form.
- A PIN will be required to apply for authorisations through Quickchange™. PINs will be provided by Maxgaming NSW Pty Ltd in response to requests in a Registration Form.
- 2.4 Maxgaming NSW Pty Ltd reserves the right in its absolute discretion not to accept any club or licensee for participation in Quickchange™. Without limiting that general discretion, Maxgaming NSW Pty Ltd may decline to accept a holder of a hotel licence for participation in Quickchange™ unless the owner of the relevant hotel provides an undertaking, in a form acceptable to Maxgaming NSW Pty Ltd, accepting and agreeing to be bound by some or all of these Terms and Conditions.

3. Applications and Registration Forms

- 3.1 Completed Registration Forms must be sent to Maxgaming NSW Pty Ltd and must be accompanied by a Business Letter.
- 3.2 A club or licensee who has been accepted for participation in Quickchange™ may:
- (a) from time to time apply for the issue of additional User Names or PINs in relation to the club or licensee by completing and lodging additional Business Letters and Registration Forms; and
 - (b) request Maxgaming NSW Pty Ltd to revoke User Names or PINs in relation to the club or licensee by submitting a Business Letter.

- 3.3 A club or licensee must ensure that:
- (a) each Business Letter and Registration Form is signed by the club or licensee; and
 - (b) PINs are only requested for people who are Authorised Signatories.
- 3.4 Maxgaming NSW Pty Ltd is entitled to issue a User Name, password or PIN in respect of clubs and licensees participating in Quickchange™ in accordance with a Registration Form or under clause 4.1 and is under no obligation to ensure or confirm the identity or authority of the signatory of a Business Letter or Registration Form or any person to whom a User Name or PIN is requested to be issued (including without limitation whether they are Authorised Signatories).
- 3.5 Each Quickchange™ participant agrees that the information supplied to Maxgaming NSW Pty Ltd by or on behalf of the relevant club or licensee is accurate, complete and not misleading and acknowledges that Maxgaming NSW Pty Ltd may rely on that information.

4. Lost or forgotten passwords or PINs

- 4.1 Where a PIN or password is lost or forgotten Maxgaming NSW Pty Ltd may issue a replacement PIN or password after such security measures as Maxgaming NSW Pty Ltd may determine from time to time have been satisfied.
- 4.2 Passwords may be changed in accordance with procedures prescribed by Maxgaming NSW Pty Ltd from time to time.

5. Responsibility for security of User Names, passwords and PINs

- 5.1 Clubs and licensees participating in Quickchange™ are solely responsible for:
- (a) the security of User Names, passwords and PINs issued in relation to their club or licence;
 - (b) requesting cancelling any User Name, password or PIN for any person which the club or licensee no longer wishes to be authorised to access or use Quickchange™ in relation to that club or licence.
- 5.2 Maxgaming NSW Pty Ltd is not required to verify or enquire into the identity or authority of any person using Quickchange™ and is entitled to assume that any person accessing or using Quickchange™ with a User Name, password or PIN is duly authorised by the relevant club or licensee to access and use Quickchange™ in the manner applicable to the relevant User Name, password or PIN as shown in Maxgaming NSW Pty Ltd's records.
- 5.3 If Maxgaming NSW Pty Ltd reasonably believes that Quickchange™ is being used by a person who is not authorised, Maxgaming NSW Pty Ltd may in its absolute discretion, but is not required to, suspend access to Quickchange™ attaching to a particular User Name, password or PIN.

6. Inactive Accounts

- 6.1 Maxgaming NSW Pty Ltd may, but is not required to, de-activate or suspend access to Quickchange™ attaching to a particular User Name, password or PIN if that User Name, password or PIN has not been used for a period of 30 days (or such longer period as Maxgaming NSW Pty Ltd may determine).
- 6.2 The relevant club or licensee may, by Business Letter, request Maxgaming NSW Pty Ltd to re-activate any User Name, password or PIN de-activated or suspended under clause 6.1.

7. Procedures for operation of Quickchange™

7.1 Clubs and licensees participating in Quickchange™ must comply with procedures for the operation of Quickchange™ as specified by Maxgaming NSW Pty Ltd from time to time.

8. Fees

8.1 There are two methods of payment: Pay as you go or annual subscription. The following table sets out the fees payable for the use of Quickchange™ by clubs and hotel licensees:

Total number of Gaming Machines per Venue	Annual Subscription Fee for unlimited authorisations (inclusive of GST)	Pay as you go Fee per authorisation (inclusive of GST)
15 or less	\$563.75	\$56.38
16 to 50	\$1,127.50	\$56.38
51 to 100	\$3,382.50	\$56.38
101 to 150	\$4,510	\$56.38
151 to 200	\$5,637.50	\$56.38
201 to 500	\$8,456.25	\$56.38
501 or greater	\$11,275	\$56.38

Annual subscription fees are payable yearly in advance. Annual Subscription Fees will be charged to clubs and hotel licensees on a per Venue basis. For example, if a club or hotel licensee has a single licence with three (3) Venues, a subscription will be specific to only one of those three Venues. If the club or hotel wished to subscribe in respect of all three Venues, three separate subscriptions would be required and, for each of those subscriptions, the Annual Subscription Fee would be calculated as set out above based on the number of gaming machines in each relevant Venue. If, on the expiration of the period covered by a subscription fee under this clause 8.1, Maxgaming NSW Pty Ltd has not received payment of further subscription fees, the club or licensee will not be permitted to use Quickchange™ unless and until subscription fees are paid or such other fees are paid as Maxgaming NSW Pty Ltd may determine in accordance with clause 8.2.

8.2 Maxgaming NSW Pty Ltd may from time to time revise the fees set out in clause 8.1 or specify other fee arrangements in relation to Quickchange™ including for example, a fee per authorisation. Any such revision or alternative fee arrangement will not apply in respect of a club or hotel licensee who has paid an annual subscription fee until the expiration of the period covered by that subscription fee.

8.3 Payment of the fees must be in the form of credit card deposit to Maxgaming NSW Pty Ltd or in such other manner as Maxgaming NSW Pty Ltd may apply from time to time.

8.4 Fees are not refundable for any reason whatsoever including without limitation lack of use of the Quickchange™ system or the termination of the agreement during the period covered by a subscription fee.

9. Liability

- 9.1 Subject to clauses 9.2, Maxgaming NSW Pty Ltd is not liable for any loss or damage, however caused (including, but not limited to, by the negligence of Maxgaming NSW Pty Ltd), suffered by you arising out of, or in connection with:
- (a) these Terms and Conditions;
 - (b) the use or operation of Quickchange™;
 - (c) the unavailability of Quickchange™ for any reason;
 - (d) the failure of Quickchange™ to perform any function either in whole or in part which we specified it will perform;
 - (e) delays or errors in performance of Quickchange™.
- 9.2 Nothing in these Terms and Conditions excludes, restricts or modifies rights or liabilities which under applicable law may not be excluded, restricted or modified by agreement. However any such liability is excluded or limited to the maximum extent permitted under that applicable law.

10. Indemnity

- 10.1 You agree to indemnify Maxgaming NSW Pty Ltd in respect of any loss, damage, liabilities, claims or expenses (including legal costs), whether direct, indirect or consequential and howsoever caused (including, without limitation by negligence) suffered or incurred by Maxgaming NSW Pty Ltd arising out of this agreement.

11. Changing or modifying these Terms and Conditions

- 11.1 Maxgaming NSW Pty Ltd may vary these Terms and Conditions or impose other terms and conditions in respect of Quickchange™ at any time.
- 11.2 Maxgaming NSW Pty Ltd will inform you of variations to these Terms and Conditions by displaying on the Quickchange website (www.quickchange.com.au) the new Terms and Conditions.

12. Term and termination

- 12.1 Any agreement in relation to participation in Quickchange™ arising from payment of a subscription fee will expire on the expiration of the period covered by that subscription fee.
- 12.2 Maxgaming NSW Pty Ltd may terminate participation in Quickchange™, and any agreement in relation to the participation in Quickchange™ by a club or licensee, including for the avoidance of doubt during a period covered by a subscription fee if:
- (a) Maxgaming NSW Pty Ltd's authority to conduct authorisations is removed;
 - (b) the club or licensee commits a material breach of this agreement which in Maxgaming NSW Pty Ltd's opinion cannot be remedied or if in Maxgaming NSW Pty Ltd's opinion the breach can be remedied, the breach is not remedied with 14 days of being notified by Maxgaming NSW Pty Ltd of the breach;
 - (c) Maxgaming NSW Pty Ltd is required to do so by a Governmental Agency;
 - (d) an event of insolvency occurs in relation to the club or hotel;

- (e) in the case of a licensee, the licence is transferred or the licensee is changed; or
- (f) Maxgaming NSW Pty Ltd is unable to perform its functions in relation to Quickchange™ by reason of Force Majeure for a continuous period of more than 30 days.

13. Privacy and disclosure

- 13.1 These Terms and Conditions operate, and must be read, in conjunction with Maxgaming NSW Pty Ltd's Privacy Policy. Maxgaming NSW Pty Ltd may use or disclose information consistently with that policy.
- 13.2 Maxgaming NSW Pty Ltd may disclose information obtained in the operation of Quickchange™ to the Casino, Liquor & Gaming Control Authority, the Minister or to any other Governmental Agency to whom Maxgaming NSW Pty Ltd is required to disclose the information to who Maxgaming NSW Pty Ltd reasonably believes has a legitimate interest in receiving the information.
- 13.3 Clubs and licensees participating in Quickchange™ will only be eligible to receive through Quickchange™ information concerning their own licence or club.
- 13.4 Clubs and hotel licensees participating in Quickchange™ consent to the disclosure and use of CMS information in relation to their club or licence to the extent necessary to give effect to their participation in Quickchange™ and authorisations requested through Quickchange™ in relation to their club or licence.

14. Force Majeure

- 14.1 Where Force Majeure prevents or delays the parties from performing any obligation under these Terms and Conditions or an agreement in relation to participation in Quickchange™, that obligation is suspended as long as the Force Majeure subsists.

15. Definitions and Interpretation

- 15.1 In these Terms and Conditions:

"authorisation" means any authorisation of any approved gaming machine under the Gaming Machines Act which Maxgaming NSW Pty Ltd is entitled to grant in accordance with Section 7 of the Gaming Machines Regulations;

"Authorised Signatory" means a person who is authorised by a licensee to sign device authorisations and associated applications on behalf of a registered club or licensee in respect of a licence number and who has been notified to and approved by the Casino, Liquor & Gaming Control Authority;

"Business Letter" means a letter from a club or licensee to Maxgaming NSW Pty Ltd in relation to the club or licensee's participation in Quickchange™ which must be on the business letter-head of the club or licensed premises to which the Business Letter relates;

"CMS information" has the meaning given to that term in the Gaming Machines Act;

"club" means a registered club as defined in the Registered Clubs Act;

"event of insolvency" means:

- (a) a receiver, receiver and manager, official manager, trustee, administrator or similar official is appointed over any of the assets or undertaking of a person;

- (b) an application is made or petition presented seeking winding up or bankruptcy against a person that is not discharged or withdrawn within ten Business Days of its presentation;
- (c) a club or company suspends payment of its debts generally;
- (d) an individual commits an event of bankruptcy;
- (e) a person is or becomes unable to pay its debts when they are due or is or becomes unable to pay its debts within the meaning of the Corporations Act, the Bankruptcy Act or the Registered Clubs Act or other applicable legislation or is presumed to be insolvent under the Corporations Act, the Bankruptcy Act or the Registered Clubs Act or other applicable legislation;
- (f) entering into or resolving to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;
- (g) an order is made for the winding-up or dissolution of a club or company or a resolution is passed otherwise than for the purpose of an amalgamation or reconstruction while solvent;
- (h) a company becomes an "externally administered body corporate", as that term is defined in the Corporations Act or where that company's assets otherwise becomes subject to a law relating to insolvency or similar events occur in relation to an individual or club; or
- (i) a person appointed under a power of attorney or other arrangement with a club or company's financiers becomes entitled to manage the business or affairs of a company or to perform obligations of the club or company;

"Force Majeure" means a circumstance or event which is not within the reasonable control of the parties, including but not limited to an act of God, war, terrorism, sabotage, riots, civil disorders or rebellions or revolutions in Australia or any other unlawful act against public order or authority in Australia; an industrial dispute; system malfunction, a major disruption of telecommunications or electricity services or an order of a Governmental Agency;

"Gaming Machines Act" means the Gaming Machines Act 2001;

"Gaming Machines Regulations" means the Gaming Machines Regulation 2002;

"Governmental Agency" means any government or governmental, semi-governmental, administrative, fiscal, or judicial body, department, commission, authority, tribunal, agency or entity;

"The Casino, Liquor & Gaming Control Authority" means the Authority as constituted under the Liquor Act;

"licence" means:

- (a) a gaming related licence as defined in the Gaming Machines Act; or
- (b) a hoteliers licence under the Liquor Act;

"licensee" means the holder of a licence;

"Liquor Act" means the Liquor Act 1982 (NSW);

"PIN" means a personal identification number issued by Maxgaming NSW Pty Ltd in relation to the use of Quickchange™;

"**Quickchange™**" means the **Quickchange™** online authorisation service operated by Maxgaming NSW Pty Ltd pursuant to authority conferred under Section 7 of the Gaming Machines Regulations;

"**Registered Clubs Act**" means the Registered Clubs Act 1976 (NSW);

"**Registration Form**" means a registration form in relation to participation in **Quickchange™** in a form prescribed by Maxgaming NSW Pty Ltd from time to time;

"**Maxgaming NSW Pty Ltd**" means Maxgaming NSW Pty Ltd ABN 51 078 250 423;

"**Terms and Conditions**" means these terms and conditions;

"**User Name**" means a user name in relation to participation in **Quickchange™** as issued by Maxgaming NSW Pty Ltd from time to time;

"**Venue**" means each individual premises attached to a licence. For the avoidance of doubt, where a single licence covers multiple premises, each individual premises is taken to be a separate Venue for the purpose of these Terms and Conditions.

15.2 In these Terms and Conditions, headings and boldings are for convenience only and do not affect the interpretation of this agreement and, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency;
- (e) a reference to a statute includes:
 - (i) all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, whether passed by the same or another Governmental Agency with legal power to do so; and
 - (ii) all regulations, proclamations, ordinances and by-laws issued under that statute;
- (f) no provision of these Terms will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that provision;
- (g) a reference to a body, other than a party to this agreement (including, without limitation, an institute, association or authority), whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

16. Entire Agreement

This agreement comprises the whole of the agreement between the parties and supersedes all previous agreements between the parties in respect of its subject matter.

17. Law

This agreement is governed by the laws of New South Wales and the parties submit to the exclusive jurisdiction of the courts of New South Wales.