

Victorian Government Solicitor's Office

The Honourable Melissa Horne MP, Minister for Casino, Gaming and Liquor Regulation for and on behalf of the Crown in right of the State of Victoria

Tabcorp VIC Pty Ltd

Wagering and Betting Licence – Gambling Regulation Act 2003 (Vic)

Level 25, 121 Exhibition Street, Melbourne Vic 3000 Level 33, 80 Collins Street, Melbourne Vic 3000 DX 300077 Melbourne Ref: 2101951

Commercial In Confidence

Wagering and Betting Licence – Gambling Regulation Act 2003 (Vic)

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Date

18/12 2023

Parties

The Honourable Melissa Horne MP, Minister for Casino, Gaming and Liquor Regulation for and on behalf of the Crown in Right of the State of Victoria

Tabcorp VIC Pty Ltd ACN 668 057 056 of Level 19, Tower 2, 727 Collins Street, Docklands Victoria 3008 (Licensee)

Background

- A. Under Part 3A of Chapter 4 of the Act, the Minister may issue a licence to Conduct Authorised Betting Competitions in the State of Victoria.
- B. The Minister has called for the expression of interest in the issue of such a licence, and has subsequently invited short-listed respondents to apply for a licence to Conduct Authorised Betting Competitions.
- C. Following the Minister's consideration of the licence applications, the Minister has determined under section 4.3A.7 of the Act to grant the application for a licence made by the Licensee and to issue this Licence accordingly.
- D. Under section 4.3A.10 of the Act, the Minister may refuse to issue a licence unless the applicant or any other person requested by the Minister (or both) enters into one or more agreements with the Minister dealing with matters related to the licence. Accordingly, the Minister and the Licensee have entered into the Related Agreement.
- E. Under section 4.3A.9 of the Act, the Minister may impose any conditions the Minister thinks fit on a licence. Accordingly, the Minister grants the Licensee a licence to Conduct Authorised Betting Competitions in the State of Victoria, subject to the following conditions.

Conditions

1. Definitions and Interpretation

1.1 Definitions

Words not otherwise defined in this Licence have the same meaning as in the Act, except where a contrary intention appears.

Act means the Gambling Regulation Act 2003 (Vic).

Agent means a person appointed as an agent of the Licensee to assist the Licensee in the Conduct of Authorised Betting Competitions in accordance with section 4.3A.15 of the Act and includes a Ticket Agent.

Agreements means any agreement entered into between the Minister and the Licensee in accordance with section 4.3A.10 of the Act, including the Related Agreement.

Approved Betting Competition has the meaning given to that term in section 1.3(1) of the Act.

Approved Implementation Plan means the Implementation Plan approved by the Commission under clause 7.3 of the Related Agreement.

Approved Simulated Racing Event has the meaning given to that term in section 4.1.2 of the Act.

Assistant Operator means the Agent appointed by the Licensee in accordance with clause 23 of the Related Agreement.

Authorised Betting Competition means the following betting competitions the Licensee is authorised to Conduct under the Act:

- (a) Wagering;
- (b) Approved Betting Competitions;
- (c) Approved Simulated Racing Events;
- (d) a Betting Exchange.

Authorised Venues means a venue described in clause 4.2(b)(i).

Betting Exchange has the meaning given in section 1.3(1) of the Act.

Betting Exchange Rules means the rules made by the Licensee in accordance with section 4.2.4A of the Act.

Betting Rules means the rules made by the Licensee in accordance with section 4.2.5 of the Act.

Broadcasting Service means a broadcasting service (which has the meaning given in the *Broadcasting Services Act 1992* (Cth)) provided in Australia.

Business Day means a day that is not a Saturday, Sunday or any other day that is a public holiday or a bank holiday in the State of Victoria.

Club Licence has the meaning given in section 1.3(1) of the Act.

Commission means the Victorian Gambling and Casino Control Commission established under Part 2 of the *Victorian Gambling and Casino Control Commission Act 2011* (Vic) (or any successor body) or a Commissioner.

Commissioner means a member of the Commission.

Conduct has the meaning given in section 1.3(1) of the Act.

Content Service means a content service (which has the meaning given in the *Telecommunications Act 1997* (Cth)) provided using a Listed Carriage Service.

Contractor means a person engaged on contract to assist the Licensee in the Conduct of Authorised Betting Competitions in accordance with section 4.3A.15 of the Act.

Datacasting Licence has the meaning given in the *Broadcasting Services Act* 1992 (Cth).

Datacasting Service means a datacasting service (which has the meaning given in the *Broadcasting Services Act 1992* (Cth)) that is provided in Australia under a Datacasting Licence.

Distribution Arrangements means the arrangements described in **clause 4.2** of this Licence, in accordance with which the Licensee can sell tickets or other forms of entry in Authorised Betting Competitions.

Government Agency means the State, the Commonwealth of Australia or any government, semi-governmental, judicial, municipal, statutory, public or administrative entity, agency or authority and includes a Minister of the Crown (in any right), a statutory corporation, a State-owned corporation, a self regulatory authority established under statute or a stock exchange (wherever created or located).

Implementation Plan has the meaning given in clause 7.1(a) of the Related Agreement.

Interactive Distribution Methods means any of the following:

- (a) an Internet Carriage Service;
- (b) any other Listed Carriage Service;
- (c) a Broadcasting Service;
- (d) any other Content Service; or
- (e) a Datacasting Service.

Internet Carriage Service means a Listed Carriage Service that enables end-users to access the internet.

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) statutes, regulations, by-laws or other subordinate instruments of a Government Agency;
- (c) the Constitution of the Commonwealth;
- (d) binding requirements and mandatory approvals (including conditions) of a Government Agency which have the force of law; and
- (e) guidelines of a Government Agency which have the force of law.

Licence means this document, which is a licence to Conduct Authorised Betting Competitions on the conditions set out in this document and in accordance with the Act. **Licence Commencement Date** means the date this Licence is in effect from, as specified in **clause 2.2** of this Licence.

Licence Issue Date means the date specified in clause 2.1 of this Licence.

Licensee means the entity to which this Licence is issued as specified in **clause 2.1** of this Licence.

Listed Carriage Service has the meaning given in the *Telecommunications Act 1997* (Cth).

Material Agent or Contractor means those Agents or Contractors as determined by the Minister, which may include Agents or Contractors retained by the Licensee to provide products or services required for the Conduct of Authorised Betting Competitions.

Minister means the responsible Minister of the Crown for the time being administering Part 3A of Chapter 4 of the Act.

Modern Slavery Laws means:

- (a) Divisions 270 and 271 of the Criminal Code set out in the schedule to the *Criminal Code Act 1995* (Cth);
- (b) the Modern Slavery Act 2018 (Cth); and

any other Law in force in Australia (and, where relevant, in other jurisdictions) which prohibits human trafficking, slavery, slavery-like behaviour, servitude, forced labour, child labour, debt bondage or deceptive recruiting for labour or services (or similar), or requires reporting or any other action in relation to the risks of any of those activities.

National Authorised Betting Competition Market means a reciprocal arrangement between the State and the government of at least one of the other Australian states or territories to establish a national authorised betting competition market whereby operators of authorised betting competitions in one state or territory may access the market of another state or territory.

Personal Information means information or an opinion (including information or an opinion forming part of a database), that is recorded in any form and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Player means a person who enters an Authorised Betting Competition.

Premium Payment means the amount payable under section 4.3A.13 of the Act as specified in **clause 3** of this Licence.

Preparatory Action has the meaning given in section 4.3A.12 of the Act.

Privacy Laws means the *Privacy Act 1988* (Cth), the *Privacy and Data Protection Act 2014* (Vic) and all other Laws in force in Australia (and, where relevant, in other jurisdictions) which relate to the protection of Personal Information.

Pub Licence has the meaning given in section 1.3(1) of the Act.

Registered Player has the meaning given in section 4.1.2 of the Act.

Regulations means any regulations made under the Act.

Related Agreement means the related agreement entered into between the Minister and the Licensee, on or about the date of this Licence, in accordance with section 4.3A.10 of the Act.

Responsible Gambling Code of Conduct has the meaning given in section 1.3(1) of the Act.

Sports Controlling Body has the meaning given in section 4.5.1 of the Act.

State means the Crown in right of the State of Victoria.

Temporary Licence means a licence issued by the Minister in accordance with section 4.3A.31 of the Act.

Temporary Licensee means a person appointed by the Minister in accordance with section 4.3A.31 of the Act and issued with a Temporary Licence.

Term has the meaning given in clause 2.2 of this Licence.

Ticket Agent means an Agent accredited by the Licensee, in accordance with section 4.2.9 of the Act, to accept wagers on Wagering Events or bets on Approved Betting Competitions on behalf of the Licensee.

Treasurer means the treasurer for the State of Victoria.

Tripartite Deed means the tripartite deed referred to in **clause 7.2(b)** of this Licence to be entered into by the Minister, the Licensee and a Material Agent or Contractor, which may relate to the State's rights under this Licence and the Agreements and the obligations of any Material Agent or Contractor (including to cooperate with any Assistant Operator or Temporary Licensee).

Victorian Racing Industry Entities means:

- (a) VicRacing Pty Ltd ACN 064 067 849;
- (b) Racing Products Victoria Pty Ltd ACN 064 067 867;
- (c) Racing Victoria Limited ACN 096 917 930;
- (d) Harness Racing Victoria, a statutory body established under the *Racing Act 1958* (Vic); and
- (e) Greyhound Racing Victoria, a statutory body established under the Racing Act 1958 (Vic).

Wagering has the meaning given in section 1.3(1) of the Act.

Wagering and Betting Licence means a licence issued by the Minister under Part 3A of Chapter 4 of the Act.

Wagering Event has the meaning given in section 1.3(1) of the Act.

1.2 Interpretation

- (a) A provision of this Licence must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Licence or the inclusion of the provision in this Licence.
- (b) If an act falls to be done on a day which is not a Business Day, it must (except where an act is expressly required to be performed on a day that is not a Business Day) be done instead on or before the next Business Day.
- (c) In this Licence, headings and background are for convenience only and do not affect interpretation. Except to the extent that the context otherwise requires or except as expressly stated otherwise:
 - (i) references to this Licence include references to all the schedules and annexures in this Licence;
 - (ii) references to parties, clauses, paragraphs, schedules, or annexures in this Licence are references to parties, clauses, paragraphs, schedules and annexures of and to this Licence;
 - (iii) references to any document or agreement (including, this Licence) include reference to such document or agreement as amended, novated, replaced or supplemented from time to time;
 - (iv) references to any statute, regulation, by-law or guideline or to any provision of any statute, regulation, by-law or guideline include any modification or re-enactment of, or any provision substituted for, and (in the case of a statute) all statutory and subordinate instruments issued under, such statute, regulation, by-law or guideline or such provision;
 - (v) words in the singular include the plural and vice versa;
 - (vi) words denoting individuals or persons includes a corporation, partnership, joint venture, unincorporated association and a government or statutory body or authority;
 - (vii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (viii) words denoting any gender includes all genders;
 - (ix) "writing" and cognate expressions include all means of reproducing words in tangible and permanently visible form;
 - (x) where any word or phrase is defined, its other grammatical forms have corresponding meanings;
 - (xi) "\$" or "dollars" is a reference to the lawful currency of Australia;
 - (xii) the terms "including" and "include" mean "including" or "include" (as applicable) without limitation;
 - (xiii) where an obligation or liability is imposed on the Licensee under this Licence, that obligation or liability is not to be limited or

affected by an obligation or liability imposed in another provision of this Licence unless otherwise expressly stated;

- (xiv) where a right or remedy is conferred on the Minister or Commission under this Licence, that right or remedy is in addition to, and not in substitution of, any other right or remedy conferred on the Minister or Commission under the Act, the Regulations or this Licence or otherwise according to Law;
- (xv) the term "may" when used in the context of the power or right exercisable by the Minister or Commission means that the Minister or Commission (as applicable) can exercise that right or power in his or her or its absolute and unfettered discretion and the Minister or Commission (as applicable) has no obligation to the Licensee to do so; and
- (xvi) where in this Licence the Minister or Commission may (or it is otherwise contemplated that the Minister or Commission can) give approval or must either give approval or do something else, the Minister or Commission (as applicable) has an absolute and unfettered discretion as to whether he or she or it gives that approval and the Minister or Commission (as applicable) has no obligation to the Licensee to do so.

2. Licence

2.1 Issue of Licence

Under sections 4.3A.1 and 4.3A.8 of the Act, the Minister issues this Licence on the date stated on the first page of this Licence (Licence Issue Date) to Tabcorp VIC Pty Ltd ABN 95 668 057 056 (Licensee) of Level 19, Tower 2, 727 Collins Street, Docklands Victoria 3008, authorising the Licensee to Conduct Authorised Betting Competitions during the Term in accordance with the Act, any Regulations and the conditions set out in this Licence.

2.2 Term of Licence

This Licence will be in effect from 12.01 am on 16 August 2024 (Licence Commencement Date) until the earlier of:

- (a) 11.59 pm on 15 August 2044; and
- (b) the date this Licence is surrendered or cancelled in accordance with the Act

(Term).

2.3 Dealing with Licence

This Licence cannot be transferred, assigned, sub-licensed, novated, amended, or surrendered except in accordance with the Act, any Regulations and the conditions set out in this Licence.

2.4 Conduct of Licensee

The Licensee must at all times act reasonably and in good faith in its dealings with:

- (a) the State (including the Minister and the Commission);
- (b) any Victorian Racing Industry Entity; or
- (c) any Sports Controlling Body,

in connection with this Licence.

3. **Premium Payment**

- (a) As consideration for this Licence, the Licensee will pay the Premium Payment to the Minister as set out in this **clause 3**.
- (b) In accordance with section 4.3A.13 of the Act, the Minister has determined the Premium Payment to be an amount of:
 - (i) \$600 million payable to the State no later than 28 June 2024, or at such later time as determined by the Minister; and
 - \$30 million payable on each anniversary of the Licence Commencement Date, or at such later times as determined by the Minister.
- (c) The Licensee must pay the State the Premium Payment determined and required under, and by the date specified under, **clause 3(b)** of this Licence.
- (d) The Licensee is not entitled to apply for or receive a refund of all or part of the Premium Payment if the Minister or Commission varies or revokes an approval of, or necessary for the Conduct of, an Authorised Betting Competition, or amends, suspends or cancels this Licence in accordance with the Act.

4. Authorised Betting Competitions

4.1 Conduct of Authorised Betting Competitions

- (a) The Licensee is authorised to Conduct Authorised Betting Competitions.
- (b) Unless otherwise approved by the Minister, the Licensee must Conduct at least one Authorised Betting Competition on and from the Licence Commencement Date (or such later date as approved by the Minister in writing) and throughout the Term, including:
 - (i) promoting, selling and organising the sale of tickets or other forms of entry in an Authorised Betting Competition; and
 - (ii) paying dividends to Players.
- (c) For each Authorised Betting Competition that the Licensee Conducts during the Term, the Licensee must Conduct the Authorised Betting Competition in accordance with the:
 - (i) Act and Regulations;
 - (ii) conditions of this Licence;

- (iii) terms of the Agreements;
- (iv) Licensee's Responsible Gambling Code of Conduct; and
- (v) Betting Rules and Betting Exchange Rules.
- (d) All tickets or other forms of entry to Authorised Betting Competitions must clearly show the name of the Licensee as the person responsible for the Conduct of Authorised Betting Competitions.

4.2 Distribution arrangements

- (a) At the Licence Commencement Date, the Licensee is only authorised to:
 - (i) accept wagers on Wagering Events and bets on Approved Betting Competitions;
 - (ii) accept bets on Approved Simulated Racing Events; and
 - (iii) operate a Betting Exchange,

in accordance with the distribution arrangements specified in **clause 4.2(b)** of this Licence.

- (b) Tickets in Authorised Betting Competitions can only be sold, and results of such Authorised Betting Competitions can only be communicated to Players:
 - (i) in venues in Victoria that:
 - (A) have a Pub Licence;
 - (B) have a Club Licence;
 - (C) are owned or leased by the Licensee or its Agents; or
 - (D) the Licensee or its Agents have the right to occupy including by way of sub-lease or licence; or
 - (ii) via Interactive Distribution Methods.
- (c) On and from the Licence Commencement Date, the Licensee may expand its Distribution Arrangements provided that:
 - the Licensee immediately notifies the Commission of any expansion of its Distribution Arrangements beyond those contemplated by clause 4.2(b);
 - (ii) such arrangements are consistent with the Act, including the objectives of the Act under section 1.1(2) of the Act;
 - such arrangements are consistent with any directions to the Licensee by the Commission in accordance with section 4.3A.39B of the Act;

- (iv) such arrangements are consistent with any harm minimisation directions made by the Minister under section 4.8A.2 of the Act; and
- (v) any associated instrument, contrivance, hardware, software or equipment has been approved by the Commission in accordance with section 4.2.3 of the Act.

4.3 Verification of Registered Player's identity

- (a) The Licensee must have appropriate risk-based systems and controls that enable the Licensee to be reasonably satisfied that a Registered Player is the person that he or she claims to be.
- (b) Without limiting **clause 4.3(a)**, the Licensee's verification of information collected about a Registered Player must be based on reliable and independent documentation or electronic data.

5. Exclusive Wagering and Betting Licence

5.1 Exclusivity period

For the purposes of section 4.3A.11A of the Act, the exclusivity period for this Licence is equal to the Term. This is the only Wagering and Betting Licence that will be in effect during the Term.

5.2 Exceptions to exclusivity

Notwithstanding clause 5.1, the Minister may issue one or more:

- (a) additional Wagering and Betting Licences prior to the end of the Term of this Licence authorising the proposed new licensee(s) to take Preparatory Action to assist the transition-in of the proposed new licensee(s); or
- (b) additional licences in the form of a Temporary Licence.

6. Compliance

6.1 Compliance with Law and this Licence

- (a) The Licensee must comply with the Act, the Regulations and all other applicable Law and must comply with the conditions set out in this Licence.
- (b) Without limiting **clause 6.1(a)**, to the extent applicable the Licensee must comply with:
 - (i) the Interactive Gambling Act 2001 (Cth);
 - (ii) the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth);
 - (iii) Privacy Laws; and
 - (iv) Modern Slavery Laws.

6.2 Compliance with the Agreements

- (a) The Licensee must comply with the Related Agreement and must comply with all provisions of the Agreements.
- (b) Except as set out in the Related Agreement (including clause 30.9(a) of the Related Agreement), a breach of any provision of the Agreements by the Licensee is deemed to be a breach of this Licence by the Licensee.

6.3 Compliance with directions of the Minister or the Commission

The Licensee must promptly observe and comply with any lawful direction given by either the Minister or the Commission.

6.4 **Preparatory Action**

In accordance with section 4.3A.12 of the Act, the Licensee is authorised to undertake the Preparatory Action set out in **Schedule 1** from the Licence Issue Date, notwithstanding that such activity occurs before the Licence Commencement Date.

6.5 Physical place of business

- (a) The Licensee must maintain a physical place of business in Victoria throughout the Term.
- (b) The Licensee must advise the Commission, in writing, of any change of address of the physical place of business at least 10 Business Days before any such change.

6.6 Intellectual property

The State by issuing this Licence does not confer any intellectual property rights on the Licensee or any other person.

6.7 National Authorised Betting Competition Market

In the event that a National Authorised Betting Competition Market eventuates, the Minister may, to the extent permitted by Law, take any action under or in relation to this Licence and the Agreements reasonably required as a result of the Licensee participating in, and complying with any requirements of, the National Authorised Betting Competition Market.

7. Agents and Contractors

7.1 Appointment of Agents and Contractors

- (a) The Licensee is authorised to appoint Agents and engage Contractors to assist in the Conduct of Authorised Betting Competitions, but is not authorised to engage or appoint an Agent or Contractor to undertake activities which in the Minister's or Commission's opinion:
 - (i) mean that the Agent or Contractor rather than the Licensee is effectively Conducting Authorised Betting Competitions; or

Competitions.

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- (b) Anything an Agent or Contractor does or fails to do, in acting for or on behalf of the Licensee or in assisting the Licensee in the Conduct of Authorised Betting Competitions, which would be a breach of this Licence if done or failed to be done by the Licensee, constitutes a breach of this Licence by the Licensee.
- (c) An Assistant Operator appointed by the Licensee as an Agent of the Licensee under the Related Agreement is authorised to do anything an Agent may lawfully do under the Act, in accordance with the Related Agreement, notwithstanding **clause 7.1(a)** of this Licence.

7.2 Tripartite Deed

(ii)

- (a) As soon as practicable after a request by the Minister and at least every 6 months, commencing on the date that is 6 months after the Licence Commencement Date, the Licensee must provide the Minister with a list of each Agent or Contractor engaged or to be engaged by the Licensee from time to time.
- (b) Upon request from the Minister, the Licensee must procure all Material Agents or Contractors to enter into a Tripartite Deed with the Minister and the Licensee in a form approved by the Minister.
- (c) If, after making reasonable attempts to do so, the Licensee cannot procure entry into a Tripartite Deed by a Material Agent or Contractor as required under clause 7.2(b) of this Licence, the Minister, upon request from the Licensee, may (in his or her absolute discretion) release the Licensee from its obligation in clause 7.2(b) of this Licence, if the State is able to otherwise satisfactorily procure the services from the relevant Material Agent or Contractor.
- (d) The Licensee must, from time to time and upon request from the Minister in accordance with **clauses 7.2(a)**, **(b)** and **(c)** of this Licence, deliver copies of any Tripartite Deed executed by all parties other than the Minister in a form acceptable to the Minister.

8. General

8.1 The Act prevails

- (a) In the interpretation of this Licence, to the extent that there is any inconsistency between this Licence, the Act and the Agreements, then the following descending order of precedence will apply:
 - (i) the Act and any Regulations;
 - (ii) any directions given under the Act;
 - (iii) this Licence;
 - (iv) the Related Agreement;
 - (v) the Agreements (other than the Related Agreement); and

- (vi) any standards made under the Act.
- (b) This Licence will be interpreted and constructed to the greatest extent possible to protect its validity under the Act.

8.2 Severability

If anything in this Licence or the Agreements is unenforceable, illegal or void, then it is severed to the extent necessary to give this Licence full force and effect and the remainder of this Licence or the Agreements (as applicable) remains in full force and effect.

8.3 Surviving provisions

- (a) All clauses that by their nature survive expiration or termination of this Licence (which includes **clause 3(b)**) will remain in full force.
- (b) Any rights or obligations accrued prior to the expiration or termination of this Licence survive the expiration or termination of this Licence.

Issued by the Honourable Melissa Horne MP, Minister for Casino, Gaming and Liquor Regulation for and on behalf of the Crown in the right of the State of Victoria

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Signature of Minister

Schedule 1 Preparatory Action

This Licence authorises the Licensee to undertake the following Preparatory Action:

- 1. developing, testing and establishing systems for the operation of Authorised Betting Competitions;
- 2. developing operating procedures and manuals for developing operating procedures and manuals for systems and equipment for the operation of Authorised Betting Competitions and provision of these to Authorised Venues;
- 3. developing Betting Rules and other rules for Authorised Betting Competitions and provision of rules to Authorised Venues;
- 4. preparing to undertake all services in respect of the operation of Authorised Betting Competitions, including:
 - (a) arranging for the publication of results by an appropriate means;
 - (b) managing all prize money reserves;
 - (c) managing unclaimed prize moneys;
 - (d) arranging for payments to the State, including the payment of all taxes, duties and other amounts payable to the Treasurer; and
 - (e) arranging any other services reasonably necessary for the Conduct of Authorised Betting Competitions;
- 5. training staff in accordance with developed operating procedures and manuals and the Licensee's Responsible Gambling Code of Conduct;
- 6. establishing data lines for supply or receiving of signals for Authorised Betting Competitions and establishing communication data lines to Authorised Venues;
- 7. developing help-desk facilities, in relation to the Conduct of Authorised Betting Competitions;
- 8. developing promotions and advertising of Authorised Betting Competitions;
- 9. establishing required bank accounts;
- 10. installing equipment at Authorised Venues;
- 11. developing, protecting and licensing intellectual property;
- 12. developing and distributing to Authorised Venues all necessary consumables (including entry coupons, printer paper, roles and printer ribbons) for the operation of systems and equipment for the operation of,

and sale of tickets or other forms of entry in, Authorised Betting Competitions;

- 13. obtaining all necessary approvals (including approval of initial systems and equipment for the operation of Authorised Betting Competitions);
- 14. developing appropriate regulatory and compliance processes and procedures;
- 15. appointing Agents and engaging Contractors who will assist in the Conduct of Authorised Betting Competitions (including Ticket Agents);
- 16. any other Preparatory Action specified in the Approved Implementation Plan to be developed by the Licensee in accordance with the Related Agreement.