

Ref: DF24/017810

CASINO CONTROL ACT 1992

Order

Pursuant to section 66(1) of the *Casino Control Act 1992*, the Delegate of the NSW Independent Casino Commission does, by this Order, approve the amended game rules for the playing of the electronic table game Vegas Star in the casino operated by The Star Pty Limited under licence granted by the Regulator on the 14 December 1994:

- (1) **Amended Rules for the playing of Vegas Star**
The amended rules for the playing of the game of Vegas Star in the casino as set out in the Attachment, are approved.

This Order shall take effect on the date of publication on The Star Sydney's website.

Signed at Sydney, NSW, this 27th day of August 2024.



Gabbie Gallagher
Director Licensing

For and on behalf of the **NSW Independent Casino Commission**

VEGAS STAR ELECTRONIC TABLE GAME

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1. Definitions

1.1 In these rules, unless the contrary intention appears:

“Assistant Gaming Manager” means a person responsible for the supervision of gaming machines/electronic table games in the casino.

“Casino Management System (CMS)” means the system that monitors the conduct of all gaming including data relating to turnover and wins within the casino as approved from time to time by the Casino Regulator under section 68(1) of the *Casino Control Act 1992*.

“Gaming Services Host” means a person responsible for assisting patrons with their gaming machine/electronic table game needs.

“Inspector” means a person appointed under section 20 of the *Gaming and Liquor Administration Act 2007* (NSW).

“NICC” means the NSW Independent Casino Commission.

“Maximum Bet” means the maximum amount that may be wagered on any bet selection.

“Minimum Bet” means the minimum amount that may be wagered on any bet selection.

“Player Card” means a digital or physical card issued by a casino to a patron to use when gaming at the casino, as referred to in section 71A of the *Casino Control Act 1992* (NSW). For the avoidance of doubt, a player card includes a The Star Club membership card, or a social member that has been issued with a Player Card.

“Promotional Prize” means promotional prize/s offered by the Casino Operator to a patron or patrons of the casino in connection with gaming given by way of a prize draw or element of chance.

“Syndicated Play” means 3 or more players acting in concert to affect the opportunity of any person or persons to participate in a linked jackpot arrangement.

“Void” means invalid with no result.

2. Vegas Star Electronic Table Game

2.1 Vegas Star is a gaming device which facilitates a factual representation of the casino games of Baccarat, Tiger Baccarat, Stadium Blackjack, Roulette, Roulette X and Sic Bo. Players may be offered the option of one or more of these games at the player terminal.

3. Playing of Vegas Star Electronic Table Games

3.1 The instructions on how to play each Vegas Star electronic table game are displayed on the Vegas Star electronic table game artwork or screen.
Play options shall be in accordance with the instruction as displayed on the Vegas Star electronic table game's artwork or screen. Such options shall be initiated by the player

activating the relevant function(s) of the Vegas Star electronic table game

- 3.2 The credit meter can be incremented by:
 - 3.2.1 Australian legal tender (notes of acceptable denomination as indicated on each individual machine) where that Vegas Star Electronic Table Games machine is configured to accept Australian legal tender;
 - 3.2.2 winnings from Vegas Star electronic table game play;
 - 3.2.3 winnings from a linked jackpot; and
 - 3.2.4 the Casino Management System (CMS) transferring credits to the Vegas Star electronic table game.
- 3.3 Vegas Star electronic table game play shall be initiated by the player wagering credits from the credit meter by activating the appropriate commencement function.
- 3.4 A player's winnings/prizes shall be displayed on:
 - 3.4.1 the Vegas Star electronic table game; or
 - 3.4.2 jackpot display meter; or
 - 3.4.3 associated prize display; or
 - 3.4.4 a combination of the above.
- 3.5 Credits displayed on the credit meter may be collected at the end of any game play.
- 3.6 Credits may be paid by:
 - 3.6.1 issuance of a redeemable ticket or payout voucher and the credits so paid cancelled from the credit meter, where a Vegas Star Electronic Table Games machine is configured with a ticket printer
 - 3.6.2 Credits may be paid by the Casino Management System (CMS) transferring credit from the Vegas Star electronic table game to a Star Account (also known as cashless wagering account).
- 3.7 From 19 October 2024, a player must insert their valid Player Card into the electronic table game machine before the commencement of a gaming session and must only participate in the game with the use of their own Player Card. If a player does not comply with this requirement, including by inserting a Player Card into the electronic table game machine that was issued to another person or by placing a wager for or on behalf of another person, any wager placed by the player will be considered invalid irrespective of:
 - 3.7.1 any claim of agency, representative, power of attorney or otherwise; or

3.7.2 the person with the economic stake in the wager

3.8 In the event a wager is found to be invalid pursuant to rule 3.7 (above):

3.8.1 The Star will make reasonable attempts to return the invalid wager of the last completed game to the person and the person will not be entitled to any winnings arising out of the invalid wager.

3.8.2 If an invalid wager applies to any completed game prior to the last completed game (as contemplated by rules 3.7.1), the wagers and the results of the completed games shall stand.

4. Jackpots

4.1 Where a Jackpot option is offered the following rules will apply:

4.1.1 A progressive jackpot shall operate by adding a percentage contribution of a Vegas Star electronic table game's turnover to a progressive jackpot pool, or pools. The number of Vegas Star electronic table games contributing to that pool, or pools, and the percentage contribution of each Vegas Star electronic table game's turnover allocated to the pool(s) shall be configured in accordance with procedures approved by the NICC.

4.1.2 The winner of a progressive jackpot pool shall be determined in accordance with the specific rules of the game as displayed on the machine artwork or screen. The winner of the progressive jackpot pool shall win the prize indicated on the progressive jackpot display.

4.1.3 A random mystery jackpot shall operate by adding a percentage contribution of a Vegas Star electronic table game's turnover to a mystery jackpot pool(s). The number of Vegas Star electronic table games contributing to that pool, or pools, and the percentage contribution of each Vegas Star electronic table game's turnover allocated to the pool(s) shall be configured in accordance with procedures approved by the NICC.

4.1.4 The winner of a mystery jackpot shall be selected at random by a process approved by the NICC. The winning Vegas Star electronic table game number of the mystery jackpot pool and the prize won shall be indicated on the mystery jackpot display.

4.1.5 Jackpot wins, as indicated on the jackpot display, may be paid to the player:

4.1.5.1 by incrementing the credit meter according to rule 3.3; or

4.1.5.2 issuance of a redeemable ticket or payout voucher and the amounts so paid cleared from the jackpot display meter; or

4.1.5.3 where the provision of a non-monetary prize as indicated by the jackpot display occurs, the Casino Operator must give the winning player of the non-monetary prize the choice to be paid monetary alternative (in the form of electronic funds transfer EFT or cheque) to the value of the non-monetary prize instead, as set out in Section 66(4)(a) of the *Casino Control Act 1992*

- 4.1.6 In the event of a malfunction of either a jackpot display meter or jackpot controller, the Casino Operator may adjust, in accordance with procedures approved by the NICC, the value of the jackpot prize.

5. Payouts

- 5.1 A player entitled to receive a manual payout should verify the amount of the payment and must acknowledge receipt of that payment by signing the manual payment form.
- 5.2 The Casino Operator may withhold the payment of any prize or redeemable ticket or payout voucher, or demand the return of any prize or redeemable ticket or payout voucher, subject to notification to and review by an Inspector, until such time as the Casino Operator has completed an investigation and made a determination.
- 5.3 Wherever possible, prizes, redeemable tickets or payout vouchers payable by the Casino Operator will be paid immediately to the player. However, the Casino Operator may:
- 5.3.1 delay payment, subject to further verification of the player's entitlement, to a mutually agreed time;
 - 5.3.2 pay the prize other than in a form requested by the player; and
 - 5.3.3 request an appropriate form of personal identification from the player.
- 5.4 Any malfunction of the operating equipment or software on a terminal of a Vegas Star electronic table game shall Void any Vegas Star electronic table game plays and payouts on that terminal.
- 5.5 Any malfunction of the operating equipment or software on a Vegas Star electronic table game shall Void any Vegas Star electronic table game plays and payouts on the terminals controlled by that equipment software.

6. Player Rewards and Promotional Prizes

- 6.1 The Casino Operator may offer from time to time Promotional Prizes in conjunction with gaming in the casino.
- 6.2 Promotional Prize draws shall be overseen by a scrutineer nominated by the Casino Operator where an individual prize has a value over \$10,000.
- 6.3 When offering a non-monetary Promotional Prize, with the exception of prizes consisting of casino dollars, the Casino Operator may give the winner the option to be paid a monetary value alternative of the non-monetary prize instead which shall be clearly stated in the terms and conditions of the promotion.
- 6.4 Promotional Prizes must not be awarded in the form of cash. Any monetary prizes, or non-monetary prizes approved for conversion to monetary value, may only be paid by crossed cheque made out to the winner, by electronic funds transfer to the winner's bank account or by a combination of these payment options.
- 6.5 The non-monetary prize rules as set out in section 66(4) (b) of the *Casino Control Act 1992* apply and Promotional Prizes will not consist of or include any of the

following:

- 6.5.1 tobacco in any form;
 - 6.5.2 a firearm, or ammunition, or an imitation firearm, within the meaning of the *Firearms Act 1996*;
 - 6.5.3 a prohibited weapon within the meaning of the *Weapons Prohibition Act 1998*;
 - 6.5.4 more than 20 litres of liquor; or
 - 6.5.5 any item or service prescribed by the regulations.
- 6.6 The Casino Operator will detail the terms and conditions associated with any Promotional Prize and make reference to these terms and conditions in the marketing material. These terms and conditions will be readily available within the casino boundary, or through appropriate means including but not limited to secure websites, email click through, direct mail or brochures.
- 6.7 The terms and conditions to any Promotional Prize must include, but are not limited to, the following:
- 6.7.1 the manner in which a Promotional Prize is to be awarded;
 - 6.7.2 when and where the Promotional Prize will be awarded;
 - 6.7.3 the characteristics, criteria and/or requirements for a player to be eligible for a Promotional Prize;
 - 6.7.4 if there is a minimum or compulsory wager for each player to be eligible for a Promotional Prize then that minimum or compulsory wager;
 - 6.7.5 the nature of the Promotional Prize and any qualification, reservation or guarantee given by the Casino Operator, if applicable;
 - 6.7.6 the closing date and time for receipt of entry into any Promotional Prize promotion;
 - 6.7.7 the place, date and time of any Promotional Prize promotion;
 - 6.7.8 the method for claiming a Promotional Prize (including any requirement for entrants to be physically present);
 - 6.7.9 how the winner of a Promotional Prize will be notified;
 - 6.7.10 how the results of a Promotional Prize will be published;
 - 6.7.11 details of the prizes and their value including any conditions relating to receiving, using or accepting prizes; and
 - 6.7.11.1 If the prize is machinery or an electric appliance, details shall also include:
 - i) Make;
 - ii) Model;

iii) Accessories.

6.7.11.2 If the prize is a motor vehicle, details shall also include:

- i) Make;
- ii) Model;
- iii) Accessories; and
- iv) whether registration and other on-road costs are included.

6.7.11.3 If the prize is travel, details shall also include:

- i) number of persons entitled to take advantage of the travel prize;
- ii) what is included (airfares, transfers, other transport, duration, accommodation standard, meals);
- iii) restrictions on when the travel must be taken;
- iv) if spending money is included.

6.7.11.4 If the prize is real estate, details shall also include:

- i) the type of dwelling;
- ii) plans;

- iii) contract details;
- iv) easement details;
- v) address or other location;
- vi) what is included – conveyancing, legal costs, fixtures, furniture.

6.8 When an entrant is not required to be present at a draw to win a Promotional Prize, reasonable endeavours must be made by the Casino Operator to notify the winner of any Promotional Prize within 2 days of the draw by the following methods:

- 6.8.1 face-to-face; or
- 6.8.2 mail; or
- 6.8.3 telephone; or
- 6.8.4 email.

6.9 The Casino Operator shall provide the NICC with full details of the terms and conditions of any offer by the Casino Operator of a Promotional Prize at least 24 hours prior to the commencement of any promotion.

6.9.1 In the event the Casino Operator amends the terms and conditions of any promotion conducted under these rules after the commencement of the promotion, the Casino Operator must re-submit the amended terms and conditions to the NICC as soon as possible.

6.10 The Casino Operator shall inform a patron/s as soon as practicable of the reason(s) for refusing to award them a Promotional Prize. The Casino Operator must retain:

6.10.1 all details of claims for a Promotional Prize over \$100 which are denied by the Casino Operator. These details shall include the names and addresses of the claimants and the reason(s) why the claims were not met.

6.11 In the event of a dispute relating to the terms and conditions of a Promotional Prize promotion, the decision of the Casino Operator is final. Where any person is not satisfied with a decision of the Casino Operator relating to a promotion, the person will be advised of their right to lodge a complaint with an Inspector under section 33 of the *Gaming and Liquor Administration Act 2007*.

6.12 Should the Casino Operator determine that the integrity of the promotion and/or draw has been compromised it may either postpone the promotion and/or draw until such a time as the integrity of the promotion and/or draw has been validated or cancel the draw. Should this occur the Inspector is to be notified within 48 hours.

7. General Provisions

7.1 A player shall not be entitled to play more than one Vegas Star electronic table game at a time.

- 7.2 The player of a Vegas Star electronic table game is required to clear credits from the Vegas Star electronic table game when a close of play warning or notification is initiated.
- 7.3 Players are required to notify the Casino Operator in the event of any malfunction of a Vegas Star electronic table game at which they are playing. Failure to do so, and the retention of any prizes, coin issues or free play as a result of a Vegas Star electronic table game malfunction, may be considered to be a contravention of these rules.
- 7.4 Tilting, rocking, or in any way damaging or interfering with a Vegas Star electronic table game, or attempting to operate a terminal with any object or device other than incrementing the credit meter according to rule 3.2, may be considered to be a contravention of these rules.
- 7.5 A person shall not, either alone or in concert with any other persons, use or control at or near a Vegas Star electronic table game or location related to the playing of Vegas Star electronic table games a calculator, computer, or other electronic, electrical or mechanical apparatus or device that is capable, with respect to a Vegas Star electronic table game or a part thereof, of interfering with an outcome or the proper or normal operation of a Vegas Star electronic table game or a part thereof.
- 7.6 Rule 7.5 shall not apply to use or control by an agent or employee of the Casino Operator or an Inspector where such person is acting in the course of their duty.
- 7.7 Where an Assistant Gaming Manager (or above) is satisfied that a person has contravened any provision of rule 7.3, 7.4, 7.5, 7.10, 7.11, 7.12, 7.13 or 7.14 the Assistant Gaming Manager (or above) may:
- 7.7.1 declare that any wager made by the person is void;
 - 7.7.2 direct that the person shall be excluded from further participation in playing of Vegas Star electronic table games; or
 - 7.7.3 recommend the person be excluded from the casino in line with the provisions of section 79 of the *Casino Control Act 1992*.
- 7.8 An Assistant Gaming Manager (or above) may invalidate the outcome of a game if:
- 7.8.1 the game is disrupted by civil commotion, fire, riot, brawl, robbery, an act of God; or
 - 7.8.2 any fraudulent act is perpetrated by any person that, in the opinion of the Assistant Gaming Manager (or above), affects the outcome of the game.
- 7.9 Where the outcome of a game is invalidated under rule 7.8, all wagers made by the players for that particular result may be refunded provided that an Assistant Gaming Manager (or above) may direct that the wager of any player referred to in rule 7.8.2 be forfeited.

- 7.10 Any person who engages in syndicated play is in breach of these rules.
- 7.11 Any person who induces a player at a Vegas Star electronic table game to vacate a Vegas Star electronic table game, or to engage in syndicated play is in breach of these rules. Any person who solicits such an inducement is also in breach of these rules.
- 7.12 A person who interferes with, disturbs, or intimidates other Vegas Star electronic table game patrons or casino employees is in breach of these rules.
- 7.13 Players and spectators are not permitted to have side bets with or against each other.
- 7.14 Where, in the opinion of an Assistant Gaming Manager (or above), a person is not actively playing a Vegas Star electronic table game and is:
- 7.14.1 occupying a Vegas Star electronic table game; or
 - 7.14.2 occupying an adjacent area such that it restricts another patron from gaining access to play a Vegas Star electronic table game;
- an Assistant Gaming Manager (or above) may direct the person to vacate the Vegas Star electronic table game or adjacent area. If a person refuses to comply with this directive, that person is in breach of these rules.
- 7.15 Any dispute or complaint concerning a casino game shall be referred for decision in the first instance to an gaming services host, subject to a review (if requested) by an Assistant Gaming Manager (or above).
- 7.16 In any dispute arising from these Rules, the decision of the Casino Operator is final. Where any person is not satisfied with a decision of the Casino Operator relating to the conduct of gaming, the person will be advised of their right to lodge a complaint with an Inspector under section 33 of the a.
- 7.17 A copy of these rules shall be made available for inspection upon request.