1. Provider of YourPlay

- a. YourPlay, the YourPlay Website and each YourPlay Account, is provided by Intralot Gaming Services Pty Ltd (ABN 93 136 875 673), solely in its capacity as the holder of the Monitoring Licence and pursuant to a Ministerial direction under section 3.8A.2 of the Act.
- b. You acknowledge and agree that:
 - IGS, in its capacity as the holder of the Monitoring Licence, has certain contractual and statutory obligations to the State to provide the YourPlay system in accordance with the Monitoring Licence and the Act;
 - IGS must all times do all things necessary to comply with the Monitoring Licence and the Act;
 and
 - iii. IGS is not a Loyalty Scheme Provider and does not provide any form of Loyalty Scheme.

2. Establishing a YourPlay Account

2.1 How to establish a YourPlay Account

You may establish a YourPlay Account by either:

- a. registering for a YourPlay Account as set out in clause 3.1 (Registered Player YourPlay Account); or
- b. obtaining a Casual Player Card from a Gaming Venue (Casual Player YourPlay Account).

2.2 Acceptance of Terms and Conditions

You agree that by accessing the YourPlay Website or establishing a YourPlay Account as set out in clause 2.1, You:

- a. accept these Terms and Conditions and agree to be bound by these Terms and Conditions;
- acknowledge that a binding contract is formed between You and IGS based on these Terms and Conditions;
 and
- c. acknowledge that these Terms and Conditions may be amended from time to time, as set out in clause 15.1.

3. Registered Player YourPlay Account

This clause 3 only applies if You register for a YourPlay Account as set out in clause 3.1.

3.1 Application for Registration

- a. In order to register for a YourPlay Account, You must complete and submit an Application for Registration online at the YourPlay Website or at a YourPlay Kiosk in a Gaming Venue, in person at a Player Service Point, or by contacting the YourPlay Help Desk.
- b. If IGS accepts your Application for Registration, your registration will be confirmed on screen or in person (as applicable) and by email (if You have provided your email address in your Application for Registration).

3.2 Obtaining a Player Card

- a. Within 90 days after the registration of your YourPlay Account (or such other period as notified by IGS from time to time), You must either:
 - i. obtain a Player Card from a Gaming Venue for your YourPlay Account; or
 - ii. if You already have a Player Card, have your Player Card encoded at a Gaming Venue to include your YourPlay Account details.
- b. If You have not obtained a Player Card, or had your existing Player Card encoded with your YourPlay Account details, within 90 days after the registration of your YourPlay Account (or such other period as notified by IGS from time to time), your YourPlay Account will be cancelled.
- c. If your YourPlay Account is cancelled in accordance with clause 3.2(b), You will not be able to obtain a Player Card for the cancelled YourPlay Account. You will be required to complete the registration process set out in clause 3.1 again in order to obtain a Player Card encoded with a YourPlay Account.
- d. A Gaming Venue will not issue You with a Player Card or encode your existing Player Card with your YourPlay Account details unless You provide the Gaming Venue with Appropriate Identification.

3.3 Unauthorised Use and Loss of Player Card

- You agree that as the holder of the YourPlay Account, You are the only person permitted to use your YourPlay Account.
 - i. obtain a Player Card from a Gaming Venue for your YourPlay Account; or
 - ii. if You already have a Player Card, have your Player Card encoded at a Gaming Venue to include your YourPlay Account details.

- b. You are solely responsible for the use of your YourPlay Account including ensuring that your YourPlay Account PIN, username, password and any other personal information that IGS may use to verify your identity are kept secure at all times.
- c. If your Player Card is lost or stolen, You must notify the Gaming Venue which issued You with the Player Card. Upon such notification, the Gaming Venue can, at your instruction:
 - i. issue You with a replacement Player Card for the same YourPlay Account, for which You can set new security settings; or
 - cancel your YourPlay Account for the lost or stolen Player Card and assist You to register a new YourPlay Account.
- d. If You become aware of unauthorised use of, or access to, your YourPlay Account, You must notify IGS via the YourPlay Help Desk to, at your instruction:
 - i. reset the security settings on your YourPlay Account; or
 - ii. cancel your YourPlay Account.
- e. You agree that until such time as You have notified the Gaming Venue of your lost or stolen Player Card, or IGS of unauthorised use of, or access to, your YourPlay Account, IGS will assume that all YourPlay Account activity has been conducted by You, and therefore You will bear any losses suffered due to such unauthorised use

3.4 Cancellation of your YourPlay Account

a. Cancellation by You

You may cancel your YourPlay Account at any time:

- i. online, via the YourPlay Website;
- at a Gaming Venue, through a YourPlay Kiosk or with the assistance of Gaming Venue staff
 at a Player Service Point; or
- iii. by contacting the YourPlay Help Desk.
- b. Cancellation by IGS

IGS may cancel your YourPlay Account immediately and without notice to you if:

- You have not obtained a Player Card, or had your existing Player Card encoded with your YourPlay Account details, within 90 days after the registration of your YourPlay Account (or such other period as notified by IGS from time to time); or
- ii. your YourPlay Account has been inactive for a continuous period of two years; or
- iii. You have reported unauthorised use of, or access to, your YourPlay Account to IGS (as per clause 3.3(d)).

4 Casual Player YourPlay Account

a. This clause 4 only applies if You obtain a Casual Player Card and do not register for a YourPlay Account in accordance with clause 3.1.

4.1 Unauthorised Use and Loss of Player Card

- a. You are solely responsible for the use of your YourPlay Account including ensuring that your YourPlay Account PIN, username, password and any other personal information that IGS may use to verify your identity are kept secure at all times.
- b. If your Player Card is lost or stolen,
 - i. neither the Gaming Venue nor IGS will be able to provide You with a replacement Player Card;
 - You will need to obtain a new Casual Player Card from a Gaming Venue, or register for a YourPlay Account in accordance with clause 3.1, if You wish to continue using YourPlay; and
 - iii. any data stored on the YourPlay Account connected to your lost or stolen Player Card, including Limits set and tracking your use of Gaming Machines, cannot be transferred to the YourPlay Account connected to your new Casual Player Card or a YourPlay Account registered in accordance with clause 3.1.

4.2 Cancellation of your YourPlay Account

a. Cancellation by You

You may cancel your YourPlay Account at any time:

i. online, via the YourPlay Website;

- ii. at a Gaming Venue, through a YourPlay Kiosk or with the assistance of Gaming Venue staff at a Player Service Point; or
- iii. by contacting the YourPlay Help Desk.

b. Cancellation by IGS

IGS may cancel your YourPlay Account immediately and without notice to you if:

- i. your YourPlay Account has been inactive for a continuous period of two years;
- ii. You breach these Terms and Conditions; or
- You have reported unauthorised use of, or access to, your YourPlay Account to IGS (as per clause 3.3(d)).

4.3 Expiry of your Casual Player YourPlay Account

Your Casual Player YourPlay Account will expire two years from the date You first use your Player Card.

5. Accessing your YourPlay Account

5.1 YourPlay Website

You may access your YourPlay Account via the YourPlay Website using your YourPlay Account username or email address and password, or using any other means of verifying your identity as required by IGS from time to time.

5.2 Gaming Venues

You may access your YourPlay Account at a Gaming Venue:

- a. through a YourPlay Kiosk, using:
 - i. your Player Card and PIN;
 - ii. your YourPlay Account username or email address and password; or
 - iii. any other means of verifying your identity as required by IGS from time to time; and
- b. at a Player Service Point using your Player Card and PIN and with the assistance of Gaming Venue staff.

5.3 Help Desk

- a. You may access your YourPlay Account by contacting the YourPlay Help Desk and by providing sufficient information to enable the YourPlay Help Desk operator to verify your identity.
- o. If you are unable to provide the YouPlay Help Desk with sufficient information to verify your identity, you acknowledge and agree that that the YourPlay Help Desk may not be able to allow You to access your YourPlay Account.

6. YourPlay Website

- a. IGS does not warrant:
 - i. the accuracy or completeness of the YourPlay Website;
 - ii. the information on the YourPlay Website; or
 - iii. that the materials on the YourPlay Website are free of computer viruses or other defects which may corrupt or damage property.
- b. You are solely responsible for implementing virus checks and other procedures to prevent such corruption or damage.
- c. IGS is not liable to You or anyone else if interference with or damage to your computer systems occurs in connection with your use of the YourPlay Website or a linked website.
- d. Any links to external websites from the YourPlay Website are for convenience only and IGS does not purport to endorse such websites and is not responsible for their content.
- e. You must not use the YourPlay Website in any way which is likely to cause harm to the YourPlay Website, including slowing down the operation of the YourPlay Website for other users.

7. Intellectual Property

- a. Unless otherwise indicated, the State owns or licenses from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in the YourPlay Website and in all of the material (including all text, graphics, logos, audio and software) made available on the YourPlay website (Website Content).
- b. Your use of the YourPlay Website and use of and access to any Website Content does not grant or transfer any rights, title or interest to You in relation to the YourPlay Website or the Website Content.

- c. Any reproduction or redistribution of the YourPlay Website or the Website Content is prohibited without prior written permission from the State. You must not copy the Website Content to any other server, location or support for publication, reproduction or distribution without prior written permission from the State.
- d. All other uses, copying or reproduction of the YourPlay Website, the Website Content or any part of it is prohibited, except to the extent permitted by law or as permitted in writing by the State.

8. Limit Setting

8.1 Requirement to set Limits

- a. If You choose to establish a Registered Player YourPlay Account, You must select at least one Limit or select the 'no Limit' option before your registration can be completed.
- b. If You choose to establish a Casual Player YourPlay Account, the 'no Limit' option will be set for your YourPlay Account as a default.
- c. You may set Limits for your YourPlay Account by accessing your YourPlay Account in accordance with clause 5.
- d. You may not select more than one Time Limit.
- e. You may not select more than one Money Limit.

8.2 Time Period for Limits

- a. When You select a Limit, You must select a period of time for that Limit (Limit Period). The Limit Period may be daily or weekly.
- b. If a daily Limit Period is selected, each day will commence at 6:00am and end at 5:59am the following day.
- c. If a weekly Limit Period is selected, each week will commence at 6:00am on a Monday and end at 5:59am the following Monday.

8.3 Updating Limits

- a. You may update your Limits by accessing your YourPlay Account.
- Subject to clause 8.3(c), if You update a Limit by decreasing that Limit, the decreased Limit will be effective immediately.
- c. If You have reached a Limit and seek to update that Limit by decreasing it, the decreased Limit will be effective only after the Cooling-off Period.

- d. Subject to clause 8.3(e), if You update a Limit by increasing that Limit:
 - i. the increased Limit will be effective only after the Cooling-Off Period; and
 - ii. You cannot alter that Limit again until the Cooling-Off Period has expired.
- e. Notwithstanding clause 8.3(d), until You are issued with your Player Card (or had your existing Player Card encoded with your YourPlay Account details), any update You make to your Limits is effective immediately.

9. Personalised Alert Message

- a. You may choose to set a personalised alert message, which will be displayed to You on a Gaming Machine when You reach a Limit (or part of a Limit) set by You.
- b. If You do not set a personalised alert message, a standard alert message will be displayed to You on a Gaming Machine when You reach a Limit (or part of a Limit) set by You.
- c. You may update or delete your personalised alert message, by accessing your YourPlay Account.
- d. If IGS, in its sole discretion, considers your personalised alert message to be inappropriate or offensive, IGS will delete your personalised alert message and it will not be displayed to You on a Gaming Machine.

10. Tracking Play

10.1 Commencement and Cessation of Tracking

- YourPlay will commence tracking your use of a Gaming Machine once You have inserted your Player Card
 into the Gaming Machine, and entered a valid PIN.
- b. YourPlay will stop tracking your use of a Gaming Machine if any of the following occur:
 - i. You remove your Player Card from the Gaming Machine; or
 - ii. the Gaming Machine in which You inserted your Player Card remains inactive for 10 minutes, or any other period prescribed from time to time.
- c. YourPlay will only track your use of one Gaming Machine at a time. If You have multiple Player Cards for the same YourPlay Account and You insert them into multiple Gaming Machines at the same time, YourPlay will only track your use of the first Gaming Machine in which You inserted your Player Card and entered a valid PIN.

10.2 Reaching a Limit

- a. If your use of a Gaming Machine is being tracked and You reach a Limit:
 - i. your game play on the Gaming Machine will be disabled;
 - ii. a message will be displayed to You notifying You that You have reached a Limit; and
 - iii. a message will be displayed to You, asking You to choose whether to:
 - A. stop game play on the Gaming Machine, or
 - B. continue game play on the Gaming Machine, even though a Limit has been reached.
- b. If You choose to continue game play on the Gaming Machine, even though a Limit has been reached:
 - i. game play will be enabled again on the Gaming Machine;
 - ii. YourPlay will continue to track your play on the Gaming Machine; and
 - iii. if You are a participant in a Loyalty Scheme, You will not accumulate any further loyalty points using your Player Card on Gaming Machines until the next Limit Period commences as set out in clause 10.2(c)
- c. If You reach a Limit, the next Limit Period will not commence until after the Cooling-Off Period.

11. Activity Statements

- a. YourPlay will provide You with an annual activity statement, detailing your use of Gaming Machines for the 12 months ending 30 June each year, for the sessions You have used your Player Card in that 12 month period.
- b. You may request or view activity statements at any time, by accessing your YourPlay Account.
- c. Activity statements will be provided to You via your chosen method of delivery, which may be selected and changed by accessing your YourPlay Account.
- d. IGS may, in its sole discretion, limit:
 - i. the number of times You may receive an activity statement by post; and
 - ii. the period of time which YourPlay retains your activity statements.

12. Privacy Collection Notice

12.1 Data Collected and Retained

- a. When You play a Gaming Machine using your Player Card, IGS will collect and retain all data generated from your use of that Gaming Machine, including but not limited to:
 - i. the date and time your use of that Gaming Machine commenced and finished;
 - ii. the location of the Gaming Machine; and
 - iii. the amount of money won or lost by You on that Gaming Machine.
- b. When You access your YourPlay Account online via the YourPlay Website or through a YourPlay Kiosk at a Gaming Venue, IGS will collect and retain all data generated from your online access, including but not limited to:
 - i. the times and dates You access your YourPlay Account;
 - ii. the times and dates You request an activity statement as described in clause 11; and
 - iii. details about the Limits You set using your YourPlay Account.
- c. When You contact the YourPlay Help Desk:
 - i. IGS will retain all details of your request, including but not limited to:
 - A. the date and time of your telephone call;
 - B. your name and contact details; and
 - C. a description of your request or inquiry; and
 - your telephone call to the YourPlay Help Desk may be recorded by IGS for regulatory, quality or verification purposes.
- d. Without limiting clauses 12.1(a) 12.1(b) and 12.1(c), IGS collects any other information obtained from, or generated by, You or a third party as a result of your use of YourPlay, your YourPlay Account and the YourPlay Help Desk, including personal information and data which reasonably identifies You.
- e. For the purpose of these Terms and Conditions, the data that is described is clause 12.1(a) 12.1(b), 12.1(c) and 12.1(d) is referred to as Data.

12.2 Disclosure of Data

a. IGS may provide your Data in a de-identified form so that it does not identify You, to the State, the Victorian Commission for Gambling and Liquor Regulation and any other person authorised by the State or the Victorian Commission for Gambling and Liquor Regulation to enable them to analyse YourPlay usage and trends.

- b. IGS may provide each Gaming Venue with:
 - i. your Data in a form that has been de-identified so that it does not identify You for the purpose of facilitating the use and administration of YourPlay at that Gaming Venue; and
 - ii. personal information, including any Data which reasonably identifies You, for the purpose of Gaming Venue staff providing You with assistance in relation to your YourPlay Account.
- c. If You use your Player Card at a Gaming Machine at Crown Casino, You consent to IGS disclosing to the Crown Casino Operator all Data generated from your use of that Gaming Machine for the purpose of facilitating your use of YourPlay at Crown Casino.
- d. In addition to the disclosures specified above, IGS may disclose your personal information, including any Data which reasonably identifies You, to:
 - third parties and external providers that help IGS deliver YourPlay, for the purpose of those parties helping IGS to deliver YourPlay;
 - ii. IGS' Related Bodies Corporate (as that term is defined in the Corporations Act 2001 (Cth)), including IGS' parent company Intralot S.A. Integrated Lottery Systems and Services (an entity located in Greece and disclosure to whom may result in the transfer of Data, including your personal information, to Greece), for the purpose of those parties helping IGS to deliver YourPlay;
 - iii. an enforcement agency that is approved as an enforcement agency under the Act, for the purpose of law enforcement; and
 - iv. YourPlay Help Desk staff, for the purpose of providing You with assistance in relation to your YourPlay Account.
 - v. any person appointed or licensed by the State to provide YourPlay in place of IGS.
- e. You unconditionally and irrevocably acknowledge and agree that IGS may use your Data in the manner described in clauses 12.1 12.2 and 12.3:
 - i. while You have an active YourPlay Account; and
 - ii. after the cancellation of your YourPlay account (whether the cancellation is made by You or by IGS).

12.3 Personal Information and Privacy Policy

- a. IGS collects, uses and discloses your personal information and any Data which reasonably identifies you in accordance with IGS' Privacy Policy, which is available:
 - i. via the YourPlay Website; and
 - ii. by contacting the YourPlay Help Desk.

- b. By submitting your personal information and other information for the purpose of creating a YourPlay Account (including any Data which reasonably identifies You), You expressly agree to this clause 12 and IGS' Privacy Policy.
- c. IGS will collect and use your personal information and any Data which reasonably identifies You primarily:
 - to allow You to establish and use a YourPlay Account and to access the services of the YourPlay Help Desk and to provide You with any other goods, services and information that You request from us or from other third parties to which we provide goods and services (such as Gaming Venues);
 - ii. to comply with its statutory obligations under the Act;
 - iii. to comply with its contractual obligations to the State; and
 - iv. for other purposes set out in IGS' Privacy Policy.
- d. You consent to the disclosure by IGS of your personal information, including any Data which reasonably identifies You, in the manner described, and to the entities set out in, clause 12.2.
- e. If You do not provide the necessary Data and/or personal information requested by IGS, IGS may not be able to establish or maintain your YourPlay Account, assist You at the YourPlay Help Desk or provide You with any other goods, services or information that You request from IGS or from Gaming Venues in connection with YourPlay.
- f. IGS' Privacy Policy explains how IGS will collect, use, store and disclose your personal information, including any Data which reasonably identifies You, and the way in which You can access and seek correction of that personal information and Data, or complain about a breach of the Privacy Act 1988 (Cth). IGS' Privacy Policy sets out how You can contact IGS.

13. System Limitations

13.1 System Delay

- In some instances, there may be a delay in Data regarding your game play being transmitted between a Gaming Machine and YourPlay.
- b. IGS will endeavour to ensure that YourPlay tracks your game play in real time, however IGS:
 - i. makes no representations or warranties about the accuracy of Limit messages or other information regarding your game play displayed to You on a Gaming Machine; and
 - does not guarantee that a message notifying You that You have reached a Limit will be displayed to You on the Gaming Machine as soon as a Limit is reached.

13.2 Crown Casino

- a. Subject to clause 13.2(b), You may only play Unrestricted Gaming Machines at Crown Casino if, amongst other requirements as prescribed by the State, your Player Card is inserted into the Unrestricted Gaming Machine and You have not reached a Limit.
- b. If YourPlay fails to operate at Crown Casino, You may use an Unrestricted Gaming Machine for a period of time and in a manner as prescribed by the State.
- c. If You use an Unrestricted Gaming Machine as described in clause 13.2(b), You acknowledge that:
 - i. You do so at your own risk;
 - your game play on that Unrestricted Gaming Machine will not be tracked or recorded by YourPlay; and
 - iii. You will not be notified if You reach one or more of your Limits while playing that Unrestricted Gaming Machine.

14. Liability and Indemnity

14.1 No representation

You unconditionally and irrevocably acknowledge and agree that IGS makes no representation or warranty as to:

- a. the suitability or appropriateness of YourPlay for your individual circumstances;
- b. the suitability or appropriateness of any Limit set by You while using YourPlay; or
- c. the accuracy or completeness of any activity statement which is generated or issued by IGS pursuant to clause

14.2 No representation

Except to the extent that liability cannot be excluded at law, neither IGS nor the State will be liable to You in respect of any loss or damage suffered by You arising directly or indirectly from or in connection with:

- a. your use of YourPlay or the YourPlay Website;
- b. a failure by You to keep your YourPlay Account PIN, username or password secure which results a third party accessing your YourPlay Account;
- c. the loss or theft of your Player Card;

- d. the cancellation of your YourPlay Account by IGS in accordance with clause 4.2(b);
- e. a failure of YourPlay to function accurately;
- f. the unavailability of YourPlay online or at a Gaming Venue;
- g. damage or destruction of the YourPlay Website or IGS' central computer system, servers or records;
- h. any delay, however caused, which prevents or hinders the tracking of any Limits You may have set and your game play on a Gaming Machine (including as a result of a system delay as described in clause 13.1) and which results in You exceeding any Limit set by You;
- i. any delay, however caused, which prevents or hinders the generation or issue of an activity statement to You;
- j. unauthorised use of your YourPlay Account;
- k. You electing to continue game play at a Gaming Machine, after You have been notified that You have reached a Limit;
- 1. a breach by You of your obligations under these Terms and Conditions;
- m. the operation or conduct of a Loyalty Scheme of which you are a member by a Loyalty Scheme Provider (including the accumulation, use or redemption of loyalty points);
- any act or omission of a Gaming Venue or a Loyalty Scheme Provider in relation your use of Gaming Machines; and
- o. You electing to continue game play at an Unrestricted Gaming Machine at Crown Casino, after You have been notified that YourPlay is not operating.

14.3 Exclusion of consequential loss

IGS expressly excludes all liability for special, indirect or consequential loss or damage, including without limitation, pure economic loss or loss of or damage to reputation or goodwill, howsoever caused.

14.4 Indemnity

- a. You indemnify IGS, each Gaming Venue and the State (and each of their respective members, representatives, officers, employees, contractors and agents) (Indemnified Parties) from and against all claims, losses and liabilities, arising directly or indirectly from or in connection with your use of YourPlay, except for any claim, loss or liability which results directly from a negligent act, negligent omission or wilful misconduct of any of the Indemnified Parties.
- b. IGS holds the benefit of the indemnity in clause 14.4(a) on trust for each of the Indemnified Parties and You acknowledge that IGS may enforce such indemnity on behalf of all or any of the Indemnified Parties.

15. General

15.1 Amendment to Terms and Conditions

- a. IGS may amend these Terms and Conditions at its discretion from time to time.
- b. If IGS amends these Terms and Conditions, IGS will post an updated version of these Terms and Conditions on the YourPlay Website.
- c. By continuing to use your Player Card following the posting by IGS of an updated version of these Terms and Conditions in accordance with clause 15.1(b), You will be deemed to have accepted the amendments to the Terms and Conditions.

15.2 Governing Law

These Terms and Conditions will be governed by and construed in accordance with the laws in force in Victoria and You irrevocably submit to the exclusive jurisdiction of the courts of Victoria in respect of any such dispute or matter arising from these Terms and Conditions.

15.3 Force Majeure

IGS is not liable for any delay or failure to perform its obligations under these Terms and Conditions if such delay or failure is due to circumstances beyond IGS' reasonable control which results in IGS being unable to observe or perform on time an obligation under these Terms and Conditions, including, without limitation, acts of God, acts of government or acts of third parties (including war or other hostility, terrorism, national or international disaster, fire, explosion, power failure, Internet failure, equipment failure or strike or lockout).

15.4 Survival

These Terms and Conditions survive the termination of your YourPlay Account, as applicable.

15.5 No waiver

No waiver by IGS of any breach of these Terms and Conditions operates as a waiver of any other breach, and the doing and/or omission of any act, matter or thing whatsoever by IGS, its related entities, employees or agents (which but for this clause ought or might amount to a waiver of IGS' rights in respect of any such breach or default) does not operate as a waiver in any way of IGS' rights and powers in respect of such breach or default.

15.6 Severance

No waiver by IGS of any breach of these Terms and Conditions operates as a waiver of any other breach, and the doing and/or omission of any act, matter or thing whatsoever by IGS, its related entities, employees or agents (which but for this clause ought or might amount to a waiver of IGS' rights in respect of any such breach or default) does not operate as a waiver in any way of IGS' rights and powers in respect of such breach or default.

15.7 Novation

IGS may assign or novate its rights and obligations under these Terms and Conditions to any person appointed or licensed by the State to provide YourPlay in place of IGS without notice to You.

16. Definitions and Interpretation

16.1 Definitions

In these Terms and Conditions, unless the context otherwise requires:

Application for Registration means the form titled 'Register for YourPlay'.

Appropriate Identification means such current and valid forms of identification from You as a Gaming Venue requires in its sole discretion.

Casual Player Card means a Player Card which is not allocated for a particular person's use of YourPlay.

Cooling-Off Period means 24 hours, or the scheduled commencement of the next Limit Period (as You have selected for a Limit), whichever is the later.

Crown Casino means the 'Melbourne Casino' as defined in the Agreement which is scheduled to the Casino (Management Agreement) Act 1991.

Crown Casino Operator means the casino operator of Crown Casino as licensed under the Casino Control Act 1991.

Data has the meaning given to that term in clause 12.2(a).

Gaming Machine has the same meaning that it has in the Act.

Gaming Venue means an approved venue as defined in section 1.3 of the Act or premises approved for gaming under a casino licence, that authorises the operation of Gaming Machines, issued under the Casino Control Act 1991, and includes, where applicable, the operator licensed to operate that venue or premises.

IGS means Intralot Gaming Services Pty Ltd (ABN 93 136 875 673)

Limit means a Money Limit and/or Time Limit.

Limit Period has the meaning given to that term in clause 8.2(a).

Loss means the cumulative amount You have bet on Gaming Machines (in dollars and cents) over the Limit Period chosen by You, less the cumulative amount You have won on Gaming Machines over that Limit Period.

Loyalty Scheme has the same meaning that it has in the Act.

Loyalty Scheme Provider has the same meaning that it has in the Act.

Money Limit means the maximum Loss nominated by You that You will sustain over your chosen Limit Period.

Monitoring Licence means the licence issued to IGS under section 3.4.46 of the Act.

Player Card means a card which enables You to access and use YourPlay at Gaming Machines.

Player Service Point means a place set aside in a Gaming Venue for the purposes of providing assistance to users of YourPlay.

Pre-Commitment System has the same meaning that it has in the Act.

State means the State of Victoria.

Time Limit means the maximum cumulative amount of time (in hours and minutes) spent playing Gaming Machines over your chosen Limit Period, nominated by You.

Terms and Conditions means these Your Play Account Terms and Conditions.

Unrestricted Gaming Machine means those Gaming Machines at Crown Casino where spin rate, bet limit, autoplay and note acceptors are unrestricted.

You means a person who establishes a Your Play Account in accordance with clause 2.1.

YourPlay means the Pre-Commitment System and associated services provided by IGS as the holder of the Monitoring Licence and pursuant to a Ministerial direction under section 3.8A.2 of the Act.

YourPlay Account means your account with IGS, which enables You to access and use YourPlay.

YourPlay Help Desk means the customer service assistance centre for YourPlay, contactable on 1300 838 031.

YourPlay Kiosk means a dedicated terminal in each Gaming Venue, which allows You to access YourPlay and your YourPlay Account.

YourPlay Website means the internet site www.yourplay.com.au.

Website Content has the meaning given to that term in clause 7(a).

16.2 Interpretation

In these Terms and Conditions, unless the context otherwise requires:

- a. the singular includes the plural and vice versa;
- b. where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- c. headings are for convenience and do not affect interpretation;
- d. a reference to a clause is a reference to a clause of these Terms and Conditions;
- e. a reference to any document or agreement includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;

- f. a reference to a party includes its executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- g. a reference to writing includes any method of representing words, figures or symbols in a permanent and visible form;
- h. references to time are references to the time in Melbourne, Victoria;
- i. 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; and
- j. the words "including", "include" or other similar expressions (in any form) are not words of limitation.