

**RETURNED & SERVICES LEAGUE OF AUSTRALIA (VICTORIAN BRANCH) INC**  
**(Registration Number: A0028777L)**

and

**SUB-BRANCH**

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# THE ADVANTAGE CLUB AGREEMENT

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*Level 7, 555 Lonsdale Street*

*Melbourne Vic 3000*

*Tel: (03) 8601 8888*

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*Our ref: EEDW:ASP: 20210611*

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**BETWEEN:**

**RETURNED & SERVICES LEAGUE OF AUSTRALIA (VICTORIAN BRANCH) INC**  
(Registration Number: A0028777L) of 4 Collins Street, Melbourne VIC 3000 ("RSL Vic")

and

Name:

Address: \_\_\_\_\_ ("Sub-Branch")

**RECITALS:**

- A RSL Vic has entered into a Master Licence and Support Agreement with IGT to provide and licence Advantage Club and thereafter for RSL Vic to be able to offer managed services to RSL Sub-Branches.
- B The Sub-Branch is a RSL Sub-Branch requiring managed services and the use and benefit of Advantage Club.
- C The parties wish to enter into this Venue Agreement on terms as follows.

**IT IS HEREBY AGREED:**

**1 SUPPLY**

RSL Vic hereby agrees to provide to the Sub-Branch Advantage Club Products and Managed Services as described in Tier 1 in Schedule 2 from the Commencement Date for the Term.

**2 TIERS OF SERVICES**

The Sub-Branch acknowledges that this agreement initially and unless otherwise specified in Item 3 of Schedule 1 is in relation to Tier 1. In the event that the Sub-Branch wishes to include Tier 2 and/or Tier 3 also during the Term then the Sub-Branch shall give 30 days' written notice to RSL Vic during which time RSL Vic shall use their best endeavours to ensure such change in Tier can be accommodated and the applicable Products and Managed Services provided. In the event that such change in Tier cannot be provided within the 30 day notice period then RSL Vic shall advise the Sub-Branch no later than 21 days after the provision of the notice from the Sub-Branch. If the request for Tier 2 and/or Tier 3 is satisfied then the Sub-Branch

hereby agrees to comply with any and all requisite obligations in this agreement including but not limited to payment of the relevant Fee.

### **3 SUB-BRANCH PROVISION**

The Sub-Branch hereby confirms and acknowledges that they will supply management PCs for membership, a card encoder/printer, POS terminals and system, kiosk hardware and internet connection required for Tier 1. If applicable and Tier 2 is provided under this agreement the Sub-Branch will be responsible for the requirements of Tier 1 together with gaming machines, IGT gaming machine SMIB, in machine player account equipment, and local data cabling. If applicable and Tier 3 is provided under this agreement the Sub-Branch will be responsible for the requirements of Tier 1 and Tier 2 together with a ticket printers, modified note acceptor software and updated operating system to support TITO together with ticket stationeries and CRTs if required.

### **4 INTELLECTUAL PROPERTY**

The Sub-Branch acknowledges receipt of Advantage Club and the Products and further agrees and acknowledges that all Software is owned by IGT and its licensors and is protected by copyright laws and international treaty provisions. The licence provided to the Sub-Branch through RSL Vic in this agreement is non-exclusive and non-transferable without any right to sub-licence.

### **5 FEES**

- (a) The Sub-Branch agrees to pay the Fees to RSL Vic. The Sub-Branch must pay the Fees to RSL Vic within 1 week from receipt of a valid tax invoice (which will be provided on or about the 17<sup>th</sup> of each month in arrears) by direct debit. In the event that the Sub-Branch changes its bank account they must advise RSL Vic in writing. At all times the Sub-Branch must do all things required to have a direct debit system in place.
- (b) The Sub-Branch acknowledges that the Fees will increase annually on the anniversary of the Commencement Date by CPI increase. In the event that CPI is a negative amount the Fee will remain unchanged.

### **6 DEFAULT**

In the event that the Sub-Branch fails to pay the Fees to RSL Vic as required in accordance with clause 5 hereof (or any other costs required to be paid by the Sub-Branch to RSL Vic within the required timeframe) then from the date that the Fees

were due such Fees will accrue interest at the rate of 2% above the then applicable rate under the *Penalty Interest Rates Act* until the date of payment. Furthermore RSL Vic may cease to provide Managed Services and withdraw use of Advantage Club and the Products at their absolute discretion until payment in full of Fees and any interest payable in accordance with this clause have been paid to RSL Vic.

## **7 USE**

Advantage Club and the Products shall be used only in connection with the Venue and the business of the Sub-Branch and shall not be used for any other purpose. The Sub-Branch shall not permit any third party to use or have access to the Products except for patrons and guests at the Venue in the normal operation of the Products.

## **8 SUB-LICENCE AGREEMENT**

In the event that the Sub-Branch requests the addition of Tier 2 and/or Tier 3 in accordance with clause 2 of this agreement then the Sub-Branch agrees to and will do all things necessary prior to the commencement of the provision of Tier 2 and/or Tier 3 Managed Services being provided by RSL Vic to enter into a Sub-Licence Agreement for Access to Monitoring Data on terms required by RSL Vic.

## **9 PROHIBITION**

The Sub-Branch must not reverse engineer, decompile, reverse compile, disassemble any Products or Software or otherwise attempt to obtain the source code or other proprietary information from any Products or Software. Further the Sub-Branch will not modify or permit any person to modify the Products or Software. The Sub-Branch may not distribute copies of the Software to third parties and must maintain all copies of the Products and Software and associated documentation and materials including all notices of patent rights, copyright, trade mark rights or other rights. The Sub-Branch must not demonstrate show display sell transfer give publish disclose or otherwise make available the Software or any improvements modification or changes thereto or related documentation or information or copies thereof which are marked as confidential or would reasonably be determined to be confidential to any third party without obtaining the prior written consent of RSL Vic and IGT which consent may be withheld in the absolute discretion of RSL Vic and/or IGT. The Sub-Branch agrees to secure and protect the Products, Software and all related documentation and materials and copies thereof in a manner consistent with the prudent protection and maintenance of intellectual property and other rights therein and to take appropriate action by instruction or agreement with its employees or

consultants who are permitted access to the Products and Software to satisfy the Sub-Branch's obligations hereunder.

## **10 SECURITY**

The Sub-Branch acknowledges that RSL Vic and/or IGT may use or require the Sub-Branch to use security measures including but not limited to software locks to limit access to the Products and Software and to limit the ability to copy the Software in a manner consistent with the Sub-Branch's use permitted hereunder.

## **11 CONFIDENTIALITY**

Any data or information received or acquired by either party to this agreement relating to the business affairs correspondence customers finances methods products or technology of the other party or its licensors that is not made available by the other party to the general public shall be treated by both parties as confidential and proprietary information and shall be protected by both parties and their employees from disclosure to third parties. This obligation shall not include data or information which is in the public domain at the time of disclosure or which becomes part of the public domain through no fault of either party prior to the date of any disclosure. A party may disclose confidential information of the other party pursuant to an order or requirement of a court administrative agency or other governmental body provided that it gives reasonable notice to the other party to contest such order or requirement. Any such disclosure of confidential information shall not be deemed to change affect or diminish the confidential and proprietary status of such confidential information. All parties will employ at least the same degree of care that they use to protect their own most important confidential information. All parties shall inform each of its employees to whom it provides access to the other party's confidential and proprietary information of the obligations to keep the information pertaining thereto in confidence. All parties further agree that they will take all reasonable steps to ensure that the terms of this provision are not violated by any of its employees or agents.

## **12 WARRANTIES**

RSL Vic hereby warrants

- (a) that Advantage Club and the Products will perform in accordance with the requirements and will be free from defects in materials, workmanship and design under normal use;

- (b) the Managed Services will be provided with due skill and attention and in a timely proper and workmanlike manner in accordance with good industry practice and in accordance with this agreement;
- (c) in providing the Managed Services and the Products hereunder it will not knowingly be in breach of any obligation owed to any person.

### **13 ACCEPTANCE**

Except for the warranties expressly set out herein the Products and the Software and Managed Services provided pursuant to this agreement are provided on an "as is" basis without any representations warranties or conditions of any kind whether expressed or implied including but not limited to any implied warranties of merchantability fitness for a particular purpose use specifications description compatibility durability quality suitability or condition whether or not arising from a course of dealing or usage or trade non infringement informational content systems integration interference with enjoyment or otherwise. No affirmation of fact including but not limited to statements regarding suitability for use or performance of the Software or system or statements regarding game compliance with any protocols shall be or be deemed to be a representation warranty or a guarantee of RSL Vic or IGT for any purpose.

### **14 LIMIT ON LIABILITY**

- (a) In no event shall RSL Vic and/or IGT be liable for any indirect special general incidental punitive exemplary or consequential damages including loss of profits interruption of business loss of business revenue other commercial or economic loss of any kind whatsoever or any liability of customer to a third party whether based on contract tort or any other legal theory.
- (b) Notwithstanding anything else in this agreement RSL Vic and/or IGT shall not be liable for:
  - (i) Misuse abuse improper handling or improper maintenance by anyone other than RSL Vic and/or IGT technicians or any cause other than ordinary use;
  - (ii) Damage to the operating system data files due to causes external to the equipment including but not limited to power surges power reductions or failure defective electrical work fire flood water wind lightning or any other natural phenomena;

- (iii) Failure of supplied software communication lines utilities or equipment; or
- (iv) Operator inefficiency or error.

## **15 MAXIMUM LIABILITY**

If any disclaimer of warranty or limitation of liability is found to be unlawful or inapplicable or to have failed its essential purpose RSL Vic and/or IGT's liability shall be limited to the amount paid by the Sub-Branch and received for the specific Product that caused such liability.

## **16 BINDING NATURE**

This agreement will bind and inure to the benefit of each party's permitted successors and assigns. The Sub-Branch shall not assign this agreement without RSL Vic and IGT's prior written consent which shall not be unreasonably withheld. Any attempt to assign this agreement without such consent will be null and void. IGT shall be entitled to assign its rights in the Products and the Software as a third party beneficiary to this agreement to any party.

## **17 THIRD PARTY BENEFICIARY**

The Sub-Branch acknowledges that RSL Vic enter into this agreement as licensee of Advantage Club after entering into an agreement with IGT. The Sub-Branch and RSL Vic agree that IGT is a third party beneficiary of:

- (a) All of the Sub-Branch's obligations under this agreement;
- (b) All provisions of this agreement protecting IGT's interest and intellectual property; and
- (c) All provisions of this agreement limiting IGT's liability.

## **18 REGULATORY REQUIREMENTS**

RSL Vic and the Sub-Branch must at all times use their best endeavours to comply with their respective obligations at all times with all applicable acts, regulations and other laws as amended from time to time.

## **19 NO EXCLUSIVITY**

The Sub-Branch agrees and acknowledges that nothing in this agreement prevents restricts or otherwise limits RSL Vic from providing services of any kind or nature relating to the subject matter of this agreement to other parties in other locations.

## **20 INSURANCE**

The Sub-Branch will at its cost effect and maintain valid insurance policies which include coverage for all policies and sums listed in Item 5 of Schedule 1. The Sub-Branch must provide RSL Vic with a copy of all relevant policies as requested and must not do or allow any act or omission that may render any policy void or voidable or otherwise prejudice any claim made.

## **21 PERSONNEL ACCESS**

The Sub-Branch warrants and covenants with RSL Vic that only the personnel of the Sub-Branch who have the appropriate skill or experience will be permitted to access the Advantage Club and the Products and such people (or any other persons) must not represent RSL Vic to any other person as having authority to act or speak on behalf of RSL Vic.

## **22 PROTECTION**

Each party will ensure that all information and materials of the other party in its custody will be protected at all times from unauthorised access or use by a third party or misuse, damage or destruction by any other persons.

## **23 TERMINATION**

This Venue Agreement shall continue for the Term unless terminated earlier in accordance with this clause. Either party may terminate this agreement at any time by giving the other party written notice of termination stating the date of termination if the other party breaches an essential term of this agreement and does not remedy the breach within 28 days after written notice requiring the breach to be remedied or the other party becomes subject to an Insolvency Event in which case termination shall be immediate.

## **24 GST**

All sums referred to in this agreement are exclusive of GST. If GST is payable on any sums due under this agreement the party providing payment for such sums must also pay the amount of GST in respect of that sum as an additional sum. Payment of GST subject to receipt of a valid tax invoice.

## **25 NOTICES**

Any notice or other communication under this agreement must be in writing and addressed to the address specified in Item 6 of Schedule 1.



**26 LAW**

This agreement is governed by the laws of Victoria and each of the parties irrevocably submits to the non-exclusive jurisdiction of the Courts of Victoria.

**27 WAIVER**

A provision of or a right under this agreement may not be waived or varied except in writing signed by the parties.

**28 RELATIONSHIP OF PARTIES**

Nothing contained in this agreement creates a joint venture, employment partnership or agency relationship between RSL Vic and the Sub-Branch and neither party will represent that it is connected to the other party in these ways. Neither party has any authority to bind the other party in any way other than as expressed in this agreement.

**29 SEVERANCE**

Any provision of this agreement that is prohibited or unenforceable is ineffective to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this agreement or the validity or enforceability of that provision to the extent that it is not otherwise prohibited or unenforceable.

**30 VARIATION**

This agreement may be amended only by another agreement executed by all parties.

**31 COSTS**

Each party must bear its own costs arising out of the negotiation preparation and execution of this agreement.

**32 UNENFORCEABILITY**

If for any reason whatsoever any provision of this agreement becomes or is unworkable or unenforceable or is otherwise contrary to any laws in place from time to time or can be structured in a manner that is more beneficial to both parties the parties agree that RSL VIC will negotiate appropriate alternative arrangements in good faith and together with the Sub-Branch to give effect to them provided that neither party is materially disadvantaged by the proposed alternative arrangements.

### 33 ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties with respect to its subject matter.

### 34 FORCE MAJEURE

A party will not be liable for any delay in or failure of performance arising from a Force Majeure if it has taken all proper precautions due care and reasonable alternatives with the intention of avoiding that delay or failure and carrying out its obligations under this agreement and further, that as soon as possible after the beginning of the Force Majeure affecting the ability of a party to perform its obligations under this agreement it gives notice to the other party of the fact.

### 35 DISPUTE RESOLUTION

Any dispute arising in connection with this agreement that cannot be settled by negotiation between the parties acting in good faith will be referred to mediation to be conducted by a mediator agreed between the parties. In the event of a failure to agree on a mediator then the President of the Law Institute of Victoria will be requested to make such an appointment and the costs will be shared equally between the parties. Nothing in this clause will prevent a party from seeking urgent equitable relief before an appropriate court.

### 36 COUNTERPARTS

This agreement may be executed in any number of counterparts and all counterparts together will be taken to constitute one instrument.

### 37 DEFINITIONS

- (a) **Advantage Club** means the IGT owned licensed and provided software modules hardware interfaces technology documents and manuals all included in the membership system;
- (b) **Commencement Date** means August 16, 2022;
- (c) **Force Majeure** means any of occurrence or omission as a direct or indirect results of which the party relying on it is prevented or delayed in performing any of its obligations under this agreement and that is beyond the reasonable control of that party including forces of nature industrial action and action or inaction by a Government Agency but excluding industrial disputes that are specific to a party or the party's subcontractors;

- (d) **GST** means the tax imposed by GST Law;
- (e) **GST Law** means a *New Tax System (Goods And Services Tax) Act 1999* (Cth);
- (f) **IGT** means IGT (Australia) Pty Ltd ACN 002904690 being a designer manufacturer and supplier of electronic gaming machines services and gaming systems;
- (g) **Insolvency Event** means for a person being in liquidation or provisional liquidation or under administration having a controller as defined in the *Corporations Act* or analogous person appointed to it or any of its property being taken under section 459F(1) of the *Corporations Act* to have failed to comply with the statutory demand being unable to pay its debts or otherwise insolvent ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs for any reason taking any step that could result in the person becoming an insolvent under administration as defined in section 9 of the *Corporations Act* entering into a compromise or arrangement with or assignment for the benefit of any of its members or creditors or any analogous events;
- (h) **Intralot** means the appointed monitor of gaming services in Victoria;
- (i) **Managed Services** mean those inclusions in Schedule 2 which could reasonably be described as services and relate to the relevant Tier;
- (j) **Products** means those inclusions in Schedule 2 which could reasonably be described as products and relates to the relevant Tier;
- (k) **Schedules** means the Schedules to this agreement;
- (l) **Software** means all software embodied in or associated with the Products;
- (m) **Sub-Licence Agreement for Access to Monitoring Data** means an agreement between the Sub-Branch and RSL Vic whereby the Sub-Branch grants RSL Vic to be a person approved to access and use data from Intralot as approved by the VCGLR;
- (n) **Tier** means the level of service and product provided under this agreement and categorised as Tier 1 Tier 2 or Tier 3 herein;
- (o) **Term** means 5 years from the Commencement Date;
- (p) **VCGLR** means Victorian Commission for Gambling and Liquor Regulation and any successors;

(q) **Venue Agreement** means this agreement between RSL Vic and the Sub-Branch.

**EXECUTED AS AN AGREEMENT:**

**THE COMMON SEAL of RETURNED & SERVICES LEAGUE OF AUSTRALIA (VICTORIAN BRANCH) INC (Registration Number: A0028777L)** was hereunto affixed in accordance with its Rules in the presence of:

President

)  
)  
)  
)  
)

\_\_\_\_\_

Secretary

\_\_\_\_\_

**THE COMMON SEAL of**  
  
was hereunto affixed in accordance with its Rules in the presence of:

)  
)  
)  
)  
)

President

\_\_\_\_\_

Secretary

\_\_\_\_\_

## SCHEDULE 1

**Item 1** Sub-Branch

**Item 2** Venue

**Item 3** Tier

**Item 4** Fee - Tier 1 \$

- Tier 2 if applicable \$ x number of electronic gaming machines at Venue

- Tier 3 if applicable \$ x number of electronic gaming machines at Venue

**Item 5** Insurance - Products and Tier 1 equipment

**Item 6** Address for Notices

RSL Vic: 4 Collins Street, Melbourne VIC 3000

Sub-Branch:

## **SCHEDULE 2**

### **TIER 1**

Advantage Club including:

- transfer of historical membership data if applicable for those previously contracted with Tabcorp Gaming Solutions Pty Ltd for gaming services
- software required for membership management
- kiosk software
- POS point earning and management software

Together with:

- network isolation switch
- network management device
- facilitation of central computer
- database server
- interface to RSL Rewards
- data administration
- reporting system
- integrity management
- provision of 24 hour 7 day a week help desk
- specialist IT support
- software advice
- operational support
- system tests

### **TIER 2**

- Tier 1 inclusions plus
- Electronic Gaming Machine Data
- Gaming Loyalty Software
- Site Server
- Uninterruptible Power Supply (UPS)
- pre-configuration
- installation of Site Server and UPS

- provision of 24 hour 7 day a week help desk

### **TIER 3**

- Tier 1 inclusions
- Tier 2 inclusions plus
- installation of TITO management software in Site Server and central host
- provision of handheld ticket scanner for cashier use
- TITO operational support
- provision of 24 hour 7 day a week help desk