



Crown
Melbourne
Limited

Standard Operating Procedures

Junket and Premium Player Programs

Version 14.0



Junket and Premium Player Programs

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1. DEFINITIONS

1.1 In these Standard Operating Procedures:

'Accompanied Junket' means an arrangement whereby:

- (a) A player or group of players have been introduced to Crown by a Junket Operator;
- (b) A Junket Program Agreement has been completed and signed; and
- (c) The player(s) is(are) accompanied by the Junket Operator or the Junket Agent on site.

'Appropriate Identification' means the prescribed customer identification procedure required under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).

'Buy-in' means the amount of money or funds exchanged for chips or chip purchase vouchers.

'Commission Based Play' means the gaming play of a Commission Based Player.

'Commission Based Play Chip Turnover' means the value expressed in dollars that is wagered by a player using Commission Based Play Chips while participating in a Junket Program or a Premium Player Program (Table Games).

'Commission Based Player' means a person who signs a Premium Player Program Agreement or a person who participates in a Junket where the person and Crown satisfy the requirements of any relevant controls and procedures approved by the VCGLR under section 121 of the *Casino Control Act 1991* (Vic) in respect of a Premium Player or a Junket Player (as the case may be).

'CPV' means Chip Purchase Voucher.

'Crown' means Crown Melbourne Limited, a casino operator as defined in section 3 of the *Casino Control Act 1991* (Vic).

'Front Money' means the amount of money made available for gaming with the casino by a Junket Operator (or agent) or Premium Player.



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'Introducer' means a person, other than a Junket Operator, who introduces a player in accordance with clause 3.2.2.

'Introduction Settlement Sheet' means a settlement sheet used to record the commission payable to an Introducer once the introduced player has completed all gaming with respect to the introduction, and will contain at a minimum:

- (a) Introducer name, account number and any relevant program number;
- (b) Front Money (including currency type);
- (c) Date, time and settlement type;
- (d) Calculation of commission, the amount due to the Introducer and details of the final payment made; and
- (e) Signatures of the Introducer, Cage Management and other relevant Crown staff (including Licence Number).

'Introductory Commission Report' means a report which includes the information set out in clause 9.1.2.

'Joint AML/CTF Policies and Procedures' means Crown Resorts Limited Joint Anti-Money Laundering and Counter-Terrorism Financing Policy and Procedures.

'Joint AML/CTF Program' means Crown Resorts Limited Joint Anti-Money Laundering and Counter-Terrorism Financing Program.

'Junket' means an arrangement whereby a person or a group of people is introduced to Crown by a junket organiser or promoter who receives a commission based on the turnover of play in the casino attributable to the person(s) introduced by the organiser or promoter, or otherwise calculated by reference to such play.

'Junket Agent' means a person who is authorised to act on behalf of a Junket Operator.

'Junket Operator' means a person who complies with the requirements of clause 2 and is paid a commission or fee for introducing a person(s) to gamble.



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‘Junket Player (Key Player)’ means a person who participates in a Junket Program and is recorded in a Junket Program Agreement.

‘Junket Program Agreement’ means a written agreement between Crown and a Junket Operator (or Agent) which contains at a minimum:

- (a) Program number;
- (b) Name and patron number of Junket Operator and any Agent (as applicable);
- (c) The names, patron number/s, country /state of residence of the Key Player/s;
- (d) Initial Front Money (as required to meet the minimum program qualification), rebates, commission rate and type of program (including currency type) (as applicable);
- (f) Signatures of Junket Operator and/or Junket Agent, Director – International Business Operations (or above), Cage Management and other relevant Crown staff (including Licence Number); and
- (g) All applicable terms and conditions (including any special conditions) of the agreement.

‘Junket Settlement Sheet’ means a settlement sheet completed at the conclusion of a Junket Program which is used to record the settlement details of that program and will contain at a minimum:

- (a) Name of the Junket Operator;
- (b) Junket Operator patron number, Junket Program number, initial and any subsequent Front Money (including currency type), date, time and settlement type (partial or full);
- (c) Calculation of commission, the amount due to the Junket Operator (including currency type) and details of the final payment made; and
- (d) Signatures of Junket Operator and/or Junket Agent (as applicable), Cage Management and all relevant Crown staff (including Licence Number).



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'Letter of Introduction' means a letter from an Introducer introducing an unaccompanied player in accordance with clauses 4.2.1 and 4.2.2 which contains at a minimum:

- (a) Name, address, date of visit and if known, the patron number of the player/s being introduced;
- (b) Patron number of the Introducer and details of the commission payable and how this commission will be paid; and
- (c) Signatures of the Introducer, accepting terms and conditions and relevant Crown representatives (including Licence Number).

'Non-Negotiable Chip Turnover' means the net cage buy-in which is calculated as follows:

- (a) Non-Negotiable CPVs issued by Crown to the Junket at the casino;

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- (b) Non-Negotiable CPVs and non-negotiable chips returned to Crown by the Junket by the time of settlement of the Junket from the casino.

'Player Rebate Report' means a report which includes the information set out in clause 9.

'Premium Player' means a player who is domiciled outside of Victoria and who participates in a Premium Player Program Agreement.

'Premium Player Program Agreement' means a written agreement between Crown and a Premium Player which contains at a minimum:

- (a) Program identification (including Domestic or International);
- (b) Name of the Premium Player;



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- (c) Patron number of the Premium Player and the Premium Player Program number;
- (d) Initial Front Money (as required to meet the minimum program qualification), commission or rebate, complimentary allowance, cash or CCF or credit program;
- (e) All applicable terms and conditions (including any special conditions) of the agreement; and
- (f) Signatures of the Premium Player, Cage Management and all relevant Crown management (including Licence Number).

'Premium Player Settlement Sheet' means a settlement sheet completed at the conclusion of a Premium Player Program which is used to record the settlement details of that program and will contain at a minimum:

- (a) Name of the Premium Player, account number and program number;
- (b) Initial and any subsequent Front Money, date, time and settlement type (partial or full);
- (c) Calculation of commission, the amount due to the Premium Player (including currency type), details of the final payment made; and
- (d) Signatures of the Premium Player, Cage Management and all relevant Crown staff (including Licence Number).

'Settlement' means the calculation and payment of a commission or fee to a Junket Operator, Introducer or a Premium Player.

'SOPs' means Standard Operating Procedures.

'Turnover' means either Commission Based Play Chip Turnover or Non-Negotiable Chip Turnover or for Slots players the amount of carded play recorded by Crown systems.

'Unaccompanied Junket' means an arrangement whereby:

- (a) A player or group of players have been introduced to Crown by a Junket Operator;



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- (b) The player(s) is(are) not accompanied by the Junket Operator or the Junket Agent on site.

'Unaccompanied Player' means a player other than a Junket Player, who has been introduced to Crown by an Introducer in accordance with clause 4.2.1 and is not accompanied on site by the Introducer who introduced him/her to Crown.

'VCGLR' means the Victorian Commission for Gambling and Liquor Regulation.

'VCGLR Junket Program and Premium Player Commission Report' means a report which includes the information set out in clause 9.

- 1.2 For the purposes of these SOPs, a Junket Operator or an Introducer is deemed to be a junket organiser or promoter as set out in the definition of a junket in the *Casino Control Act 1991 (Vic)*.

All functions in these SOPs will have consideration for, and where relevant be in accordance with, the Joint AML/CTF Program and Joint AML/CTF Policies and Procedures including, but not limited to:

- 2.1 VIP International, Table Games and Gaming Machines are responsible for updating their:

- (a) Internal Policies;
- (b) Operations Manuals; or
- (c) Standard Operating Procedures

- 2.2 Customer Risk

- 2.2.1 When a patron:

- (a) joins Crown Rewards; or
- (b) becomes a financial customer based on a transaction requiring identification

and VIP International, Table Games and Gaming Machines staff have carried out the applicable customer identification procedure



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as set out in the Joint AML/CTF Program, the patron will be considered by Crown to be a Customer.

2.2.2 In the absence of any heightened risk attributes each Customer shall be initially deemed by Crown to be of 'Standard Risk'. A 'Standard Risk' Customer may be assessed as:

- (a) 'Moderate Risk';
- (b) 'High Risk'; or
- (c) 'Critical Risk'

by Crown where the Customer demonstrates heightened risk attributes, including without limitation:

- (a) submission of one or more Suspicious Matter Reports;
- (b) ML/TF related Law Enforcement Agency enquiry or production order;
- (c) Politically Exposed Person status;
- (d) Sanction status;
- (e) heightened ML/TF jurisdiction risk; or
- (f) channel risk, for example key players under junkets.

2.3 AML/CTF Employee Due Diligence

2.3.1 VIP International, Table Games and Gaming Machines General Managers are responsible for undertaking and documenting the actions taken in respect of breaches of:

- (a) the Joint AML/CTF Program;
- (b) the AML/CTF EDD Policy; or
- (c) any underlying business processes relating to ML/TF

by any of their employee as set out in the ML/TF Breach Matrix set out in the Joint AML/CTF Policy and Procedures.



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- 2.4 AML/CTF Risk Awareness Training Program
- 2.4.1 VIP International, Table Games and Gaming Machines employees will undertake AML/CTF Risk Awareness Training (Risk Awareness Training) at appropriate intervals having regard to the ML/TF risk the employee may reasonably face in their role.
- 2.4.2 VIP International, Table Games and Gaming Machines Managers will ensure that their employees are completing their AML/CTF Training on time and will follow up relevant employees who are overdue in completing their AML/CTF Training.
- 2.4.3 VIP International, Table Games and Gaming Machines are responsible for providing their employees with specific departmental procedural training relating to Crowns AML/CTF obligations under the Program and these Policy and Procedures. This may include engaging with the AML Team to develop tailored AML/CTF training content.
- 2.4.4 Risk Awareness Training will encompass the obligations of VIP International, Table Games and Gaming Machines departments under the:
- (a) Joint AML/CTF Program;
 - (b) Policy and Procedures;
 - (c) AML/CTF Act;
 - (d) AML/CTF Rules
 - (e) consequences of non-compliance with these obligations;
 - (f) type of ML/TF risk that VIP International, Table Games and Gaming Machines staff might face; and
 - (g) potential consequences of such risk.
- 2.4.5 Crown's AML/CTF Risk Awareness Training will provide the following types of training:



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- (a) induction training for new employees on commencement of employment;
 - (b) an online AML/CTF Risk Awareness Training module to be completed:
 - (i) where the employee is involved in the provision of a Designated Services, before the employee commences in an operational environment; or
 - (ii) otherwise within eight (8) weeks of commencement of employment;
- 2.4.6 refresher training at appropriate intervals, having regard to ML/TF risk, as set out in the AML/CTF Policy and Procedures;
- 2.4.7 targeted VIP International, Table Games and Gaming Machines specific AML/CTF training as required; and
- 2.4.8 remedial training as required.
- 2.5 Unusual Activity Report (**UAR**)
 - 2.5.1 Where an employee identifies any unusual activity or potentially suspicious behaviour relating to the provision of a designated service, a UAR will be completed by the relevant employee using the designated UAR form, or through the Crown digital platform.
 - 2.5.2 Completed UAR forms and relevant documentation will be sent to the AML Team via email or uploaded through the Crown digital platform for potential further investigation under the AML Department processes.
 - 2.5.3 Unusual Activity may include, but is not be limited to:
 - (a) A patron reducing or splitting the amount of funds presented to avoid a TTR;
 - (b) A patron completing a buy-in, having little or no play and cashing out (to create the impression the chips are winnings);



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- (c) Suspicion that a patron's identity or identification is false;
 - (d) Patrons exchanging chips or money between them, without a known relationship (e.g. husband and wife) that might explain the exchanges;
 - (e) Suspicions that funds have not come from a legal or legitimate source.
- 2.5.4 When an employee notices Unusual Activity, they will discreetly notify their Supervisor (or above).
- 2.5.5 When a Supervisor (or above) notices or is informed of Unusual Activity, they may inform Surveillance so that a photo of the relevant person can be taken.
- 2.5.6 The Supervisor (or above) will complete the 'Unusual Activity Report', including
 - (a) Grounds for suspicion;
 - (b) Description of patron;
 - (c) Date;
 - (d) Time; and
 - (e) Staff involved
- 2.6 Tipping Off
 - 2.6.1 VIP International, Table Games and Gaming Machines employees are prohibited from telling anyone other than AUSTRAC that Crown has formed a suspicion about a customer or that an SMR has been submitted. This includes:
 - (a) not revealing or disclosing any information that might reasonably lead a person to conclude that a suspicion has been formed about them or that AUSTRAC has received a report about that suspicion;



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- (b) not revealing or disclosing any requests AUSTRAC or law enforcement agencies may have made for information about an SMR; and
- (c) not revealing or disclosing any information about a specific SMR to any external parties appointed to review Crown's Joint AML/CTF Program, including a review of Crown's SMR obligations.

2.6.2 Disclosing this information is an offence under the Act.

2.7 Transaction Monitoring

2.7.1 The Table Games, Electronic Gaming Machines, Cage, and VIP (both International and Domestic) departments (i.e. first line of defence) will need to demonstrate an appropriate degree of understanding and knowledge of their customers and their activities, transactions and behaviours in order to appropriately escalate any unusual or potentially suspicious activities in the first instance.

2.7.2 The Table Games, Electronic Gaming Machines, Cage, and VIP (both International and Domestic) departments are also required to maintain current and accurate knowledge of their Customers through carrying out and documenting periodic reviews of their top customers.

2.7.3 All requests for information relating to a Sentinel or Manual alert referred by the AML Team must be addressed and responded to by the VIP International, Table Games or Gaming Machines departments (as applicable) within two (2) business days of first receiving the request.

2.8 Enhanced Customer Due Diligence

2.8.1 Upon request from the AML Team, VIP International, Table Games or Gaming Machines departments (as applicable) will:



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- (a) Respond to enhanced customer due diligence (ECDD) requests within the stipulated timeframes outlined in any ECDD request; or
 - (b) At the request of the AML Team, order external due diligence reports.
- 2.8.2 When conducting ECDD, employees will be mindful of the prohibitions against informing anyone other than AUSTRAC that Crown has formed a suspicion about a customer or that a UAR (Unusual Activity Report) or SMR (Suspicious Matter Report) has been submitted.
- 2.8.3 VIP International, Table Games and Gaming Machines staff will need to demonstrate an appropriate degree of understanding and knowledge of their customers and their activities, transactions and behaviours in order to appropriately escalate any unusual or potentially suspicious activities in the first instance.
- 2.9 Risk Management: Monitoring and Reporting
 - 2.9.1 In accordance with the Crown Resorts Limited Risk Management Strategy:
 - (a) Department Executives and Senior Management are responsible for ensuring that appropriate reporting and monitoring processes are developed and implemented to escalate relevant information to CEO, Executives, Senior Management, the Risk Management Function and, if necessary, the Board; and
 - (b) Monitor and report risk matters in a manner consistent with Board expectations.
- 2.10 Record Keeping
 - 2.10.1 Where the records relate to providing a Designated Service to a Customer, VIP International, Table Games or Gaming Machines departments (as applicable) must retain:
 - (a) records of the transaction; or
 - (b) copies of the records that it creates; or



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- (c) extracts from the records

for seven years after making the record.

2.10.2 Where a Customer provides documents to VIP International, Table Games or Gaming Machines departments (as applicable) relating to the provision of Designated Services, VIP International, Table Games or Gaming Machines departments (as applicable) must retain:

- (a) records of the documents; or
- (b) copies of the records that it creates; or
- (c) extracts from the records

for seven years after making the record.

2.10.3 When VIP International, Table Games or Gaming Machines departments (as applicable) carries out a customer identification procedure (KYC) it must make and keep a record of:

- (a) what procedures it undertook to identify the Customer; and
- (b) the identifying information the Customer presented

for seven years after making the record.

2.10.4 VIP International, Table Games or Gaming Machines departments (as applicable) do not have record a copy of documents, i.e. it may record details of a Customer's driver's licence or passport directly into its customer management system rather than taking copies of them.

- (a) However, if the VIP International, Table Games or Gaming Machines departments (as applicable) do take copies, they become records it must keep.
- (b) If it collects new customer information about a Customer, it must still keep the original customer identification procedure records.

2.10.5 If VIP International, Table Games or Gaming Machines departments (as applicable) use the Document Verification



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Service (**DVS**) as part of its applicable customer identification procedures, it must keep a record of the results for seven years after making the record.

3.1 Junket Operators

3.1.1 To qualify as a Junket Operator a person must:

- (a) Open a Crown Deposit Account. The account will be opened in SYCO and cannot be opened until Appropriate Identification has been provided. Crown must retain a copy of the Appropriate Identification; and
- (b) Unless previously provided and retained by Crown, the Junket Operator or Junket Agent must provide Appropriate Identification prior to the commencement of play under each Junket Program Agreement or Letter of Introduction.

3.2 Introducers

3.2.1 To be eligible to receive a commission for the introduction of an Unaccompanied Player, an Introducer must comply with the account opening provisions set out in clause 3.1.1.

4.1 Junkets

4.1.1 For each Junket a Junket Program Agreement must be completed and signed for by:

- (a) The Junket Operator or Junket Agent; and
- (b) Director – International Business Operations (or above)

and prior to the commencement of play, signed on-site by:

- (c) Crown's Cage Area Manager (or above); and
- (d) For Table Games players, Crown's Mahogany Host (or above); or
- (e) For Slots players, Crown's VIP Domestic Host (or above) or VIP Slots Room Manager (or above).



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- 4.1.2 A Junket Operator (or Junket Agent) must lodge Front Money of at least AUD\$300,000 (or equivalent) before play can commence under a Junket Program Agreement.
 - 4.1.3 To qualify for play under a Junket Program Agreement the player(s) must be domiciled outside the state of Victoria.
 - 4.1.4 Subject to clause 5, payment of a commission to a Junket Operator for the introduction of Junket Players under an Accompanied Junket, including method of payment, will be agreed between the Junket Operator and Crown and details of the agreement with the Junket Operator will be recorded on the Junket Program Agreement.
- 4.2 Unaccompanied Players
- 4.2.1 Introduction of Unaccompanied Players by Introducers
 - (a) An Introducer may introduce Unaccompanied Players to gamble at Crown.
 - (b) The Introducer must ensure that any introduced player provides proof of domicile.
 - (c) All introduced players will be:
 - (i) New players to Crown; or
 - (ii) Lapsed loyalty members that have no recorded activity at any Crown property for the preceding twelve (12) months or time period as agreed by Crown representatives identified in clause 4.2.2 (g).
 - (d) All play conducted by the introduced player will be subject to the applicable rate of gaming tax.
 - (e) The payment of a commission in accordance with clause 4 for the introduction of the Unaccompanied Player, including method of payment, must first be agreed between the Introducer and Crown and details of the agreement will be recorded on a letter to be sent by Crown to the Introducer.
 - (i) A letter of agreement sent by Crown to the Introducer under clause 4.2.2 (e) must be authorised in writing



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by any two (2) of the Crown representatives listed in clause 4.2.2 (g).

- (f) New player/s will be introduced by way of a Letter of Introduction completed and signed by an Introducer.
- (g) The Letter of Introduction must be authorised in writing by any two (2) of the following Crown representatives:
 - (i) Chief Executive Officer;
 - (ii) Chief Financial Officer;
 - (iii) Chief Operating Officer;
 - (iv) Group General Manager – International Business Operations;
 - (v) Senior Vice President – International Business;
 - (vi) EGM Table Games;
 - (vii) General Manager – Table Games;
 - (viii) EGM Gaming Machines;
 - (ix) General Manager – Gaming Machines;
 - (x) General Manager – Business Development Gaming;
 - (xi) General Manager – VIP Customer Service;
 - (xii) General Manager – VIP Business Development and Services; and
 - (xiii) General Manager - Domestic Sales and Marketing.
- (h) The Letter of Introduction must contain at a minimum:
 - (i) The name of the Introducer;
 - (ii) The name of each player and expected date of visit;
 - (iii) Any commission payable to the Introducer; and



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- (iv) Approval of the Terms and Conditions by the Introducer and authorised Crown representatives.
- (i) Crown will not agree to pay a commission to an Introducer under clause 5 unless Crown is notified of the introduction prior to the player arriving on site.
- 5.1 Commission may be paid to the relevant party (as described in clause 5.2) for:
 - 5.1.1 The introduction of Junket Player(s) under an Accompanied Junket;
 - 5.1.2 The introduction of Unaccompanied Players; and
 - 5.1.3 Play under a Premium Player Program.
- 5.2 Commission payable to a Junket Operator (or Junket Agent), Introducer or Premium Player may be (without limitation) any one or more of the following:
 - 5.2.1 A flat fee;
 - 5.2.2 Complimentary goods or services;
 - 5.2.3 Based on the turnover of the Junket Player(s), Premium Player or introduced player(s), as applicable;
 - 5.2.4 Based on the Introduced player achieving a predetermined Tier of Loyalty membership within an agreed timeframe;
 - 5.2.5 Based on the number of visitations to Crown by the Junket Player(s), Premium Player(s) or introduced player(s), as applicable;
 - 5.2.6 Based on the win/loss of the Junket Player(s), Premium Player or introduced player(s), as applicable; and/or
 - 5.2.7 Based on the front money of the Junket Player(s), Premium Player or introduced player(s), as applicable.
- 6.1 To qualify for play under a Premium Player Program Agreement, players must be domiciled outside the state of Victoria.



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- 6.2 Prior to the commencement of play under a Premium Player Program Agreement:
- 6.2.1 A Premium Player Program Agreement must be completed for every Premium Player and must be signed before the commencement of play by:
- (a) The Premium Player;
 - (b) Crown's Cage Area Manager (or above); and
 - (c) For Table Games, Crown's Mahogany Host (or above); or
 - (d) For Slots players, Crown's VIP Domestic Host (or above) or Slots Room Manager (or above).
- 6.2.2 The Premium Player must open a Crown Deposit Account. The account will be opened in SYCO and cannot be opened until Appropriate Identification has been provided. Crown must retain a copy of the Appropriate Identification.
- 6.2.3 A Premium Player who is domiciled outside of Australia must lodge Front Money of at least AUD\$10,000 (or equivalent) before play under a Premium Player Program Agreement can commence.
- 6.2.4 A Premium Player who is domiciled outside the state of Victoria, but within Australia must lodge Front Money of at least AUD\$10,000 before play under a Premium Player Program Agreement can commence.
- 6.2.5 Unless previously provided and retained, the Premium Player must provide Appropriate Identification prior to the commencement of play.
- 7.1 Commission Based CPVs may only be used for the purchase of Commission Based Play chips.
- 7.2 Non-Negotiable CPVs may only be used for the purchase of non-negotiable chips.
- 7.3 Cash Chip CPVs cannot be used for the purchase of either Commission Based Play Chips or Non-Negotiable Chips and vice versa.



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- 7.4 Cash Chips cannot be exchanged at gaming tables for Commission Based Play Chips or Non-Negotiable Chips and vice versa.
- 7.5 Winning payments made to Commission Based wagers must only be made with Commission Based Play Chips.
- 7.6 Only specially designated gaming tables will be used for Commission Based Play and such tables will be identified by the presence of Commission Based Play Chips.
- 7.7 Persons using Cash Chips may only play on gaming tables where the float contains Cash Chips.
- 7.8 In accordance with s 64(2) of the *Casino Control Act 1991 (Vic)*, Crown may accept gaming wagers, pay wagers won on gaming or betting or issue or redeem chips in or for the currency of a country other than Australia for commission based players.
- 7.9 In exceptional circumstances, after all reasonable steps have been taken to obtain the relevant patron signature(s), Crown may act upon verbal instructions received from a Junket Operator or Junket Player with respect to his or her Junket Program Agreement, or from a Premium Player with respect to his or her Premium Player Program Agreement, but:
 - 7.9.1 A written record of the verbal instructions must be made as soon as possible and within 24 hours after the verbal instructions are received;
 - 7.9.2 The written record must be signed by the person who received the verbal instructions;
 - 7.9.3 Where the verbal instructions are received in the presence of more than one Crown representative, the written record must be signed by at least two of those present attesting to their accuracy;
 - 7.9.4 The verbal instructions may not be acted upon until the written record has been completed in accordance with this clause;
 - 7.9.5 A copy of the written record must be forwarded to the patron no later than 48 hours after receipt of the verbal instructions; and
 - 7.9.6 The reasonable steps taken to obtain the relevant signature(s) must be documented and signed by the person(s) involved in attempting to obtain the signature(s).



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- 8.1 At the completion of play under either a Junket Program Agreement or a Premium Player Program Agreement, the applicable settlement sheet will be completed as follows:
 - 8.1.1 For Table Games Junket Program Agreements, a Table Games Junket Settlement Sheet (except where the program is a Standard Complimentary Program, in which case the program will be settled in SYCO).
 - 8.1.2 For Slots Junket Program Agreements, a Slots Junket and Premium Player Settlement Sheet (except where the program is a Standard Complimentary Program, in which case the program will be settled in SYCO).
 - 8.1.3 For Table Games Premium Player Program Agreements, a Table Games Premium Player Settlement Sheet (except where the program is a Standard Complimentary Program, in which case the program will be settled in SYCO).
 - 8.1.4 For Slots Premium Player Program Agreements, a Slots Junket and Premium Player Settlement Sheet (except where the program is a Standard Complimentary Program, in which case the program will be settled in SYCO).
 - 8.1.5 For Junket Operators or Introducers who introduce Unaccompanied Table Games Player(s), including Premium Players, a Table Games Introduction Settlement Sheet.
 - 8.1.6 For Junket Operators or Introducers who introduce Unaccompanied Slots Player(s), including Premium Players a Slots Introduction Settlement Sheet.

- 9.1 Records will be maintained for all Junkets, Premium Player Program Agreements and Junket Operators and Introducers who introduce Unaccompanied Players and will contain at a minimum:
 - 9.1.1 Copies of Appropriate Identification;
 - 9.1.2 The associated Junket Program Agreement or Premium Player Program Agreement (if relevant and as the case may be);
 - 9.1.3 The associated Letter of Introduction or letter pursuant to clause 4.2.2 (if relevant and as the case may be); and



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- 9.1.4 The associated Junket Settlement Sheet or Premium Player Settlement Sheet (if relevant and as the case may be).
- 9.2 As required by the VCGLR, Crown will record and make available, all the necessary data which demonstrates the change in the take-up of Commission Based Player Programs by interstate players, clearly identifying the NSW segment, for a period of 12 months from when the relevant programs take effect.
 - 9.2.1 Crown will advise the VCGLR of the effective date of the relevant programs prior to their commencement.
- 9.3 Crown will retain sufficient documentation and maintain processes that will verify the completeness and accuracy of Commission Based Play Programs. Access to such documentation and processes will be provided to the VCGLR as requested.
- 10.1 Crown will make the following reports available to the VCGLR:
 - 10.1.1 The VCGLR Junket Program and Premium Player Commission Report (excluding players participating in a standard complimentary program);
 - 10.1.2 An Introductory Commission Report; and
 - 10.1.3 A Player Revenue Report.

The report(s) will contain information pertaining to all programs settled within each month or those programs settled in previous months for which commission payments have been finalised and paid in subsequent months.
- 10.2 A VCGLR Junket Program and Premium Player Commission Report will contain the following details at a minimum:
 - 10.2.1 Start and end date of each program;
 - 10.2.2 Name, address and date of birth of the Junket Operator who introduces each Junket;
 - 10.2.3 Name of each Premium Player;
 - 10.2.4 Country of origin of each Junket Operator or Premium Player;



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- 10.2.5 Total amount of commission or any fee paid to the Junket Operator or the Premium Player (as the case may be);
 - 10.2.6 Front money;
 - 10.2.7 Program type; and
 - 10.2.8 Turnover amount.
- 10.3 An Introductory Commission Report will contain the following details at a minimum:
- 10.3.1 Name of the Junket Operator or Introducer who introduces each Unaccompanied Player (including Premium Players);
 - 10.3.2 Name of the Unaccompanied Players (including Premium Players) who have been introduced; and
 - 10.3.3 Total amount of commission or any fee paid to the Junket Operator or Introducer.
- 10.4 A Player Revenue Report will contain the following details at a minimum:
- 10.4.1 Card type;
 - 10.4.2 Member ID;
 - 10.4.3 Date;
 - 10.4.4 Time;
 - 10.4.5 Floor location;
 - 10.4.6 Turnover;
 - 10.4.7 Game wins;
 - 10.4.8 Jackpot startout;
 - 10.4.9 Jackpot increment;
 - 10.4.10 Bonus jackpots; and
 - 10.4.11 Player revenue.



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- 10.5 The VCGLR will be notified each time the Compliance Department receives details of a new Junket Operator.

- 11.1 Where requested in writing by the VCGLR, Crown will have no further dealings with a Junket Operator or Junket Agent or Introducer.