

**Subject:** **GAMING REFORM (INDUSTRY SIDE)**

**Date prepared:** 26 May 2023

**Output Group:** 5 Cultural and Tourism Development

**Output:** 5.4 Events and Hospitality

### **Speaking points**

- The Tasmanian Government is strengthening measures to further reduce problem gambling.
- On 15 September 2022, the Tasmanian Government announced the Government's response to the Tasmanian Liquor and Gaming Commission's report into harm minimisation technologies for electronic gambling machines (EGMs) in Tasmanian hotels, clubs and casinos.
- The Government is focused on ensuring that those most at risk of gambling harm will be provided with increased protection. This is why we support the commission's recommendation to implement a state-wide player card gaming system with pre-commitment and cashless gaming for all EGMs in the state.
- Players will be able to register for a card at any venue. Cards will have pre-set default limits that can be lowered by players at any time or increased within certain parameters.
- The default limits will be:
  - \$100 per day;
  - \$500 per month; and
  - \$5,000 per year.
- This system is designed to protect people from losing more money than they can afford.
- Importantly, there will be minimal impact on recreational gamblers.
- The Government anticipates that the new player card gaming system will be implemented by December 2024.

- The gambling harm minimisation reforms are just one important part of the broader changes being introduced by the Government to facilitate a more sustainable gaming industry in Tasmania that offers freedom of choice, supports industry certainty and jobs, and provides appropriate player protections.
- Amendments to the Gaming Control Act 1993 were passed by Parliament in November 2021 to reform the licensing structure for gaming in Tasmania.
- Under the new licensing structure, all venues operating keno and/or EGMs must apply for a new 'Venue Licence' to continue operating after midnight on 30 June 2023 when all current Licensed Premises Gaming Licences (LPGL) expire.
- Through the Department of Treasury and Finance, the Government continues to work closely with the hospitality industry to support a smooth transition to the new licensing arrangements.

#### **Key Statistics**

- There are 3,399 poker machines in Tasmania across 95 venues
- Gambling machine expenditure in Tasmania in 2021-22 totalled \$108,632,080 which was a 4 per cent increase on what was spent by Tasmanian gamblers in the previous financial year.

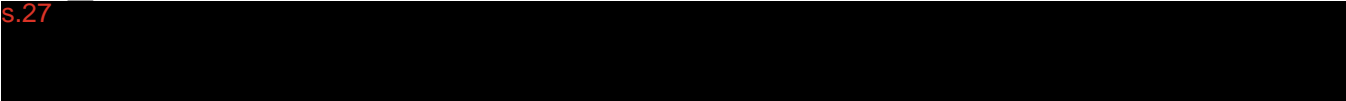
#### **Jobs/Investment created:**

N/A

#### **Unit/Program Budget:**

N/A

## Background

- In September 2022 the Deputy Premier and Treasurer announced a response to the Tasmanian Liquor and Gaming Commission's report into harm minimisation technologies for electronic gaming machines in Tasmanian hotels, clubs and casinos, supporting their key recommendation to implement a state-wide player gaming system with pre-commitment and cashless gaming.
- The Tasmanian Hospitality Association (THA) subsequently publicly expressed its strong opposition to this proposal.
- As reported by ABC News on 15 September 2022, THA Chief Executive Officer Steve Old criticised the announcement as *"a slap in the face to hotel and pub customers and hardworking small and family businesses in Tasmania."*
- On 22 February 2023, during a conversation with the Department of State Growth, THA's Chief Executive Officer reinforced their opposition to the gaming reform, particularly regarding the new Monitoring Operator, Maxgaming.
- As part of the broader reforms to the gaming environment in Tasmania, amendments to the Gaming Control Act 1993 were passed by Parliament in November 2021. These amendments will:
  - End Federal Group's exclusive right to operate gaming in Tasmania;
  - Introduce venue licences for the operation of electronic gaming (EGMs) for hotels and clubs;
  - Decrease the state-wide cap for EGMs by 150;
  - Open the monitoring operator licence to oversee the network of EGMs in hotels and clubs to a tender process;
  - Create two new high roller non-resident casino licences;
  - Increase funding available to the community through the Community Support Fund by increasing the Community Support Levy (CSL) payable by hotels and expanding it to apply to casino EGMs;
  - Redistribute the returns from gaming; and
  - Provide transitional arrangements to ensure we can easily move from the current model to the future model.
- Under the reforms, current Licensed Premises Gaming Licences will expire at midnight 30 June 2023, and to continue operating from this time, all venues that operate keno and/or EGMs must have applied for a Venue Licence.
- s.27  

- Additionally, the regulatory environment is being overhauled for the new arrangements and the Liquor and Gaming Branch is working on simplifying the structure of codes, rules and standards, and drafting venue operating procedures for EGMs.
- The Department of Treasury and Finance has since advised the Department of State Growth that it is engaging with hospitality operators, and the THA, to provide more detailed information on the requirements, processes, and timeframes under the new arrangements.

- This includes:
  - managing a dedicated website for venue operators providing resources for licence applications.
  - communicating directly to operators as required.
  - publishing information articles in the THA newsletter and the Liquor and Gaming newsletter.
  - participating in industry forums around the state.
- The Tasmanian Government is committed to continuing to support the hospitality industry, with \$286,000 in funding to the THA announced in September 2022 to assist with the gaming reforms transition during 2022-23.

Prepared by: **Out of Scope**

Position: **Out of Scope**

Document reference: D23/85277

Cleared by: Jenna Cairney  
Executive Director, Business  
Tasmania  
Position:  
Telephone:  
(Incl. Mobile) **Out of Scope**

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**From:** Hollick, Sean (DPaC)  
**Sent:** Tuesday, 13 August 2024 12:14 PM  
**To:** Limkin, Craig  
**Subject:** Request for Advice

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Craig,

Can we please have some urgent work done on current government policies impact on the hospitality venues across the state in the future. Including, if possible, the jobs per town impacted.

Keen to have something back by Tuesday 3<sup>rd</sup> September.

Kind Regards,  
Sean.

**Sean Hollick**

Principal Adviser

Office of the Hon Jeremy Rockliff MP

Premier of Tasmania

Minister for Tourism and Hospitality

Minister for Trade and Major Investment

Liberal Member for Braddon

Level 11, 15 Murray Street HOBART TAS 7000

Phone: Mobile: **Out of Scope**

e-mail: [sean.hollick@dpac.tas.gov.au](mailto:sean.hollick@dpac.tas.gov.au)

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**From:** Cairney, Jenna  
**Sent:** Friday, 30 August 2024 9:35 AM  
**To:** Limkin, Craig  
**Subject:** Consultant economic report

Hi Craig,

When you are able, can you send through the project scope for the economic impact on hospitality venues as a result of gaming regulation changes project?

I've had a very preliminary chat with Deloitte, as requested, but they need the scope to progress things.

Would be good to get some guidance on which output this should be funded from too...then I can figure out authorisation pathways etc.

Thank you!

**Jenna Cairney** | A/Deputy Secretary

Economic Development | Department of State Growth

4 Salamanca Place, Hobart, TAS 7001 | GPO Box 536, Hobart TAS 7001

Phone: **Out of Scope**

[www.stategrowth.tas.gov.au](http://www.stategrowth.tas.gov.au)

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**From:** Limkin, Craig  
**Sent:** Wednesday, 4 September 2024 8:52 AM  
**To:** Cairney, Jenna  
**Subject:** Updated Deloitte

Hi Jenna

Updated scope for Deloitte based on the email from Sean that Electronic Gaming Machine here is the updated scope:

- Elasticity of substitution between EGM use and other consumption (the extent to which people will substitute away from EG use and towards other goods and services including other forms of gambling)
- Impact of consumer behaviour and response on the gaming sector, and other sectors of the economy i.e how labour, and important intensive the difference sectors are (this will have implications for the impact on the local employment and local economic activity)
- Impact on the state budget
- Transition issues – the transition costs and associated impact on the commercial viability of the EGM operations could be estimated.
- Social and wellbeing impact on EGM policy including risk of harm for subset of consumers and how to minimise harm.

I would be keen for you and I to meet with Deloitte as well if we can make it work once they consider this

Cheers  
Craig!

**Craig Limkin PSM** (he/him)  
**Secretary - Department of State Growth**  
Level 6, 4 Salamanca Place, Hobart TAS 7000 | GPO Box 536, Hobart TAS 7001  
[www.stategrowth.tas.gov.au](http://www.stategrowth.tas.gov.au)

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**From:** Limkin, Craig  
**Sent:** Tuesday, 3 September 2024 9:03 PM  
**To:** Cairney, Jenna  
**Subject:** FW: Scope for the Work that we are doing

Lets chat tomorrow.. I think we have instruction now to focus on the electronic gaming policy but lets chat  
C!

---

**From:** Hollick, Sean <Sean.Hollick@dpac.tas.gov.au>  
**Sent:** Tuesday, September 3, 2024 8:08 PM  
**To:** Limkin, Craig <Craig.Limkin@stategrowth.tas.gov.au>; Lovibond, Tim (DPaC) <Tim.Lovibond@dpac.tas.gov.au>  
**Subject:** RE: Scope for the Work that we are doing

Hi Craig,

Thankyou for this.

I think section two is the main priority area.

Happy to discuss further.

Sean,

**Sean Hollick**

Principal Adviser

Office of the Hon Jeremy Rockliff MP

Premier of Tasmania

Minister for Tourism and Hospitality

Minister for Trade and Major Investment

Liberal Member for Braddon

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**From:** Limkin, Craig <[Craig.Limkin@stategrowth.tas.gov.au](mailto:Craig.Limkin@stategrowth.tas.gov.au)>  
**Sent:** Tuesday, September 3, 2024 2:01 PM  
**To:** Lovibond, Tim <[Tim.Lovibond@dpac.tas.gov.au](mailto:Tim.Lovibond@dpac.tas.gov.au)>; Hollick, Sean <[Sean.Hollick@dpac.tas.gov.au](mailto:Sean.Hollick@dpac.tas.gov.au)>  
**Subject:** Scope for the Work that we are doing

Hi Both

I know you have asked for this. Given Sean request was for "Can we please have some urgent work done on current government policies impact on the hospitality venues across the state in the future. Including, if possible, the jobs per town impacted." This is how we have defined the work



Cheers  
Craig!

**Craig Limkin PSM (he/him)**  
**Secretary - Department of State Growth**  
Level 6, 4 Salamanca Place, Hobart TAS 7000 | GPO Box 536, Hobart TAS 7001  
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Released Under RTI

Undertake an economic and social analysis on current government policies impact on the hospitality venues across the state in the future. Policies to be included in the analysis broken down by section:

- out of scope
- The Government's Electronic Gaming Machine existing policy
- out of scope

The report should be broken into 4 sections and for each section complete a:

- impact on consumer behaviour responses,
- impact on the state budget,
- impact on jobs, local employments, and regional economies, and
- impact on social and wellbeing.

out of scope

Point Two should focus on the Government's mandatory pre-commitment scheme.

out of scope

Released

**From:** Out of Scope  
**Sent:** Thursday, 5 September 2024 11:04 AM  
**To:** Cairney, Jenna  
**Cc:** Out of Scope; Stewart, Brett  
**Subject:** RE: THA facial recognition proposal - additional context

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Will do.

---

**From:** Cairney, Jenna <Jenna.Cairney@stategrowth.tas.gov.au>  
**Sent:** Thursday, September 5, 2024 9:44 AM  
**To:** Out of scope @stategrowth.tas.gov.au  
**Cc:** Out of scope @stategrowth.tas.gov.au; Out of scope @stategrowth.tas.gov.au;  
 Stewart, Brett <Brett.Stewart@stategrowth.tas.gov.au>  
**Subject:** RE: THA facial recognition proposal - additional context

Thank you so much. Can we please invite Brett Stewart to that meeting too.

**Jenna Cairney** | A/Deputy Secretary  
 Economic Development | Department of State Growth  
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**From:** Out of scope @stategrowth.tas.gov.au  
**Sent:** Thursday, September 5, 2024 9:09 AM  
**To:** Cairney, Jenna <Jenna.Cairney@stategrowth.tas.gov.au>  
**Cc:** Out of scope @stategrowth.tas.gov.au; Out of scope @stategrowth.tas.gov.au  
**Subject:** RE: THA facial recognition proposal - additional context

Hi again  
 Justin Thurley, DPAC CIO has strongly advised that a conversation would be the best way to convey the complexity of the national context – his office will liaise with Out of Scope to find a suitable opportunity.  
 Cheers

---

**From:** Out of Scope  
**Sent:** Wednesday, September 4, 2024 11:23 AM  
**To:** Cairney, Jenna <Jenna.Cairney@stategrowth.tas.gov.au>  
**Cc:** Out of scope @stategrowth.tas.gov.au; Out of scope @stategrowth.tas.gov.au  
**Subject:** RE: THA facial recognition proposal - additional context

Hi Jenna  
 In the first instance I can get some info from DPAC DSS as they engage with the other jurisdictions on the digital identity policy area (which includes FR) via the Digital and Data Ministers Senior Officials forums -

they have the current intel on the Federal system (and issues/resistance by states) and what other states are doing (eg I think SA, Qld and NSW have operational systems).

Cheers

Out of Scope

---

**From:** Cairney, Jenna <[Jenna.Cairney@stategrowth.tas.gov.au](mailto:Jenna.Cairney@stategrowth.tas.gov.au)>  
**Sent:** Wednesday, September 4, 2024 10:04 AM  
**To:** Out of scope <[redacted]@stategrowth.tas.gov.au>  
**Cc:** Out of scope <[redacted]@stategrowth.tas.gov.au>; Out of scope <[redacted]@stategrowth.tas.gov.au>  
**Subject:** RE: THA facial recognition proposal - additional context

Thanks so much for this [redacted] – it's very helpful. Do you think you might have the time to explore (perhaps this work is documented somewhere) what other states have done re Facial Recognition? If you are too busy (totally understandably!), I can perhaps get someone else to look at it. It would be good to get some more information on the possible opportunities with the Federal system. Let me know what if anything you are able to help with.

Thanks again

**Jenna Cairney** | A/Deputy Secretary  
Economic Development | Department of State Growth  
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**From:** Out of scope <[redacted]@stategrowth.tas.gov.au>  
**Sent:** Friday, August 30, 2024 4:34 PM  
**To:** Cairney, Jenna <[Jenna.Cairney@stategrowth.tas.gov.au](mailto:Jenna.Cairney@stategrowth.tas.gov.au)>  
**Cc:** Out of scope <[redacted]@stategrowth.tas.gov.au>; Out of scope <[redacted]@stategrowth.tas.gov.au>  
**Subject:** THA facial recognition proposal - additional context

Hi Jenna

I've gathered some broader context on this issue:

**Definitions:**

- **Facial recognition** (FR) = is a category of biometric security that identifies or confirms an individual's identity using their face via analysis against a database (one-to-many matching), without active consent necessarily being given. FR systems can be used to identify people in photos, videos, or in real-time and it is increasingly deployed by public safety agencies. Citizens cannot opt out and receive no personal benefit. Public criticisms include that it is used for surveillance, suspect identification and racial profiling.
- **Facial verification** (FV) = is a process that confirms that the physical face matches the one in the certified identification document (one-to-one), so explicit consent is given for the process. Examples include passport controls on re-entry to Australia and face id for online banking and MyGov online authentication.

The [March 2024 election commitment](#) noted the government:

- committed '\$100,000 to promote awareness of the Gambling Exclusion Scheme which includes third party exclusion',
- would 'implement a mandatory card-based gaming system for electronic gaming machines as soon as reasonably practicable' and (among other things)

- would engage with venues interested in implementing Facial Recognition Technology (FRT). The option of implementing an FRT system for identifying excluded individuals could be considered by venues on an individual basis.

3 July 2024 [ABC article](#) noted that the implementation of the mandatory pokies pre-commitment cards was delayed until 2025, and that the government was 'also pushing ahead with facial recognition technology in venues, to automatically identify those on the scheme.'

### **Out of Scope** Liquor & Gaming (p<sup>Out of Scope</sup> clarified that

- In 2021 the Treasurer directed the Gaming Commission to investigate the extent to which FRT and player card gaming for electronic gaming machines in casinos, hotels and clubs could minimise gambling harm.
- The Commission conducted a robust investigation that included targeted and public consultation, a review of national and international research and an independent feasibility study.
- The Commission's report did not recommend implementation of FRT as it is not an effective tool for wider prevention of harm in gaming venues in Tasmania – the Government supported this view.
- In 2022 the Treasurer directed the Commission to implement the player card gaming solution with pre-commitment and cashless gaming.
- The 2024 election commitment highlighted that individual venues may wish to individually pursue FRT – the Commission has significant concerns regarding how operator's would meet privacy and data security obligations.

### **Key points:**

- **The use of facial recognition in Australia is currently unregulated** and the technology is used in a range of government agencies, including law enforcement.
- In Tasmania the Listening Devices Act 1991 regulates the use of listening devices in Tasmania but does not address the regulation of other surveillance devices such as optical surveillance, tracking, and data surveillance devices.
- **The Australian Privacy Act** considers biometric information (which would include a person's face) to be a part of our personal sensitive information but **doesn't define "biometric information"**.
- The Act also states **biometric information cannot be collected without a person's consent** but doesn't specify whether it should be express or implied consent.
- **Public concern** has arisen in relation to organisations relying on **implied consent** (where consent may reasonably be inferred from the individual's actions in a given context). Recent examples include the public backlash against Bunnings, Kmart and Woolworths easy-to-miss signage that facial recognition or camera technology is used in their stores.

### **Australian Government policy (simplified overview):**

- For some years now the Australian Government has been pursuing an agenda of building citizen digital identity and providing access to verified personal credentials to allow citizens to prove their identity when accessing government and financial services.
- The Identity Verification Services Bill was introduced to Federal Parliament in 2023 and comes into effect this year. It includes verification of identity based on facial characteristics supplied via the National Driver Licence Facial Recognition Solution (NDLFRS).
- The NDLFRS relies on all state and territory road agencies providing copies of all driver licence photos and related identity information.
- Tasmanian Government compliance with NDLFRS would break current state privacy laws regarding an individual's consent to the use of identity information beyond its initial purpose at collection.
- Many states are now reassessing any involvement as provision of verifiable credentials (trust certificates etc) can be distributed (no central storage, thereby reducing cyber risks) and also doesn't contravene existing privacy laws.
- The concept of a **national 'Trust Exchange' (TEX) digital ID scheme has emerged** – this proposes to use Federal identity documentation (eg Medicare) with NDLFRS photos to enable authentication of identity, so individuals can use a credential token (eg a QR code) stored in their MyGov account to verify their identity for a range of Government services and other purposes.
- Concerns have arisen about the data that may be gathered by such a system over time, for example when it is used to provide proof of age to enter licensed premises, purchase alcohol, gamble etc, and if it has application in online interactions as well.

**Risks in the use of FR in the context THA has described relate to the potential for commercial service providers to:**

- Ensure full and effective notification and **informed consent** by all individuals attending the premises.
- Ensure system **effectiveness** as accuracy can vary widely - misidentification can have serious consequences including legal challenges.
- Become private **data custodians** outside their core business - the legal obligations must be actively addressed.
- Manage the **risk of cyber-attack/data breach**, given the amount of personal information that would be stored.
- Potentially use the data for **commercial advantage** outside its original purpose and consent provisions.

Let me know if you need any further clarification/information.

**Out of Scope** is also happy to have a conversation any time.

Cheers

**Out of Scope**

**Out of Scope**

Business and Jobs | Department of State Growth  
4 Salamanca Place Hobart TAS 7000 | GPO Box 536, Hobart TAS 7001  
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**From:** [Cairney, Jenna](#)  
**To:** [Secretary](#)  
**Cc:** [Out of Scope](#); [Stewart, Brett](#)  
**Subject:** MEETING REQUIRED\_ tomorrow or early next week  
**Date:** Thursday, 5 September 2024 4:34:00 PM  
**Importance:** High

---

Hi OTS,

Can you please organise a meeting urgently between the Secretary, Cedric Hodges from Deloitte, Brett and myself to discuss an urgent body of work to be commissioned? We need to get the secretary's input into this project before it can proceed. Craig has said it is a priority.

Thank you

**Jenna Cairney** | A/Deputy Secretary  
 Economic Development | Department of State Growth  
 4 Salamanca Place, Hobart, TAS 7001 | GPO Box 536, Hobart TAS 7001  
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**From:** Hodges, Cedric <[Out of scope](#)@deloitte.com.au>

**Sent:** Thursday, September 5, 2024 3:58 PM

**To:** Cairney, Jenna <[Jenna.Cairney@stategrowth.tas.gov.au](mailto:Jenna.Cairney@stategrowth.tas.gov.au)>; Anderson, Travis <[Out of scope](#)@deloitte.com.au>

**Cc:** Stewart, Brett <[Brett.Stewart@stategrowth.tas.gov.au](mailto:Brett.Stewart@stategrowth.tas.gov.au)>

**Subject:** RE:Draft scope of works for potential project

Thanks, Jenna. All I have at this stage are the dot points in this email chain. So, if you can send through anything else you have that would be greatly appreciated.

Cedric Hodges

M: [Out of scope](#)@deloitte.com.au

---

**From:** Cairney, Jenna <[Jenna.Cairney@stategrowth.tas.gov.au](mailto:Jenna.Cairney@stategrowth.tas.gov.au)>

**Date:** Thursday, 5 September 2024 at 3:46 PM

**To:** Anderson, Travis <[Out of scope](#)@deloitte.com.au>

**Cc:** Hodges, Cedric <[Out of scope](#)@deloitte.com.au>, Stewart, Brett <[Brett.Stewart@stategrowth.tas.gov.au](mailto:Brett.Stewart@stategrowth.tas.gov.au)>

**Subject:** [EXT]RE: Draft scope of works for potential project

Thanks so much for the connection Travis.

Cedric – did you receive the draft scope? I think if you could give some thought to it, as a next step if we could quite quickly have a meeting with yourself, my colleague Brett Stewart and the Secretary. If you are comfortable with that, we'll get someone to reach out and organise calendars.

**Jenna Cairney** | A/Deputy Secretary  
 Economic Development | Department of State Growth  
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**From:** Anderson, Travis <[Out of scope@deloitte.com.au](mailto:Out of scope@deloitte.com.au)>

**Sent:** Thursday, September 5, 2024 2:22 PM

**To:** Cairney, Jenna <[Jenna.Cairney@stategrowth.tas.gov.au](mailto:Jenna.Cairney@stategrowth.tas.gov.au)>

**Cc:** Hodges, Cedric <[Out of scope@deloitte.com.au](mailto:Out of scope@deloitte.com.au)>

**Subject:** RE:Draft scope of works for potential project

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Hi Jenna

Thank you for your email and sending through the draft scope.

I have copied in my colleague Cedric Hodges who is our Deloitte Access Economics Partner in Tasmania. This scope of work falls within Cedric's area of expertise therefore I will leave it with him to connect with you directly on next steps.

Kind regards

Travis

**Travis Anderson**

Partner | Strategy, Risk & Transactions

M: [Out of scope@deloitte.com.au](mailto:Out of scope@deloitte.com.au)

[Out of scope@deloitte.com.au](mailto:Out of scope@deloitte.com.au) | [www.deloitte.com.au](http://www.deloitte.com.au)

Please consider the environment before printing.

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**From:** Cairney, Jenna <[Jenna.Cairney@stategrowth.tas.gov.au](mailto:Jenna.Cairney@stategrowth.tas.gov.au)>

**Sent:** Wednesday, September 4, 2024 9:59 AM

**To:** Anderson, Travis <[Out of scope@deloitte.com.au](mailto:Out of scope@deloitte.com.au)>

**Subject:** [EXT]Draft scope of works for potential project

**Importance:** High

Hi Travis,

Thanks for your time on the phone. I've been instructed by the DSG Secretary to speak with Deloitte about the potential commissioning of the below work. It's a very preliminary scope and the Secretary would be open to meeting and discussing further parameters etc as required.

I'm advised by the Secretary that we should aim to commission and complete this work as soon as possible, so, if you can connect me with the right contacts within Deloitte, we would be very appreciative:

Undertake an economic and social analysis on current government's Player card and cashless gaming system policy: <https://www.treasury.tas.gov.au/liquor-and-gaming/gambling/community-information/player-card-and-cashless-gaming>

The analysis should look at:

- Elasticity of substitution between Electronic Gaming Machine use and other consumption (the extent to which people will substitute away from EG use and towards other goods and services including other forms of gambling)
- Impact of consumer behaviour and response on the gaming sector, and other sectors of the economy i.e how labour, and important intensive the difference sectors are (this will have implications for the impact on the local employment and local economic activity)
- Impact on the state budget
- Transition issues – the transition costs and associated impact on the commercial viability of the EGM operations could be estimated.
- Social and wellbeing impact on EGM policy including risk of harm for subset of consumers and how to minimise harm.

Thanks again Travis.



**Jenna Cairney** | A/Deputy Secretary  
Economic Development | Department of State Growth  
4 Salamanca Place, Hobart, TAS 7001 | GPO Box 536, Hobart TAS 7001  
Phone: **Out of Scope**  
[www.stategrowth.tas.gov.au](http://www.stategrowth.tas.gov.au)

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---

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**From:** Thurley, Justin (DPaC)  
**Sent:** Tuesday, 10 September 2024 12:56 PM  
**To:** Cairney, Jenna; Stewart, Brett; **Out of scope**  
**Cc:** **Out of scope** (DPaC); **Out of scope** (DPaC); **Out of scope** (DPaC)  
**Subject:** RE: Digital Identity and Facial Recognition Meeting (DSG and DPAC)  
**Attachments:** Grattan-Institute-A-better-bet-How-Australia-should-prevent-gambling-harm.pdf

Hi All

Here are my notes from the Grattan Institute report. Some of the notes were summarised by Microsoft Co-pilot (OpenAI), but I used them as a queue to explore the document and validated most of them, there may be some errors (just like if I had summarised it from scratch), so please validate anything before using it.

The highlighted text was areas I felt were highly relevant to our discussion.

Note I have also [forgot to mention this paper](#) which I assume you may have been aware of noting pp8 "The Commission does not recommend implementation of FRT as it is not an effective tool for wider prevention of harm in gaming venues in Tasmania".

Regards

Justin

## **A better bet How Australia should prevent gambling harm - September 2024**

Not entirely from the document but context setting...

Gambling in Tasmania is undergoing significant changes aimed at reducing harm and improving regulation. These measures reflect Tasmania's commitment to addressing problem gambling and protecting the community:

1. Cashless Gaming System: Tasmania is set to introduce a mandatory cashless gaming system for poker machines by late 2025. This system will require players to use a card with pre-set loss limits and mandatory breaks.
2. Decreased Gambling Rates: [The rate of gambling participation in Tasmania has decreased from 71.7% in 2008 to 47% in 2020](#), which is below the national average.
3. Economic Impact: [Tasmania has the lowest per capita expenditure on gambling in Australia, at AU\\$733 per adult compared to the national average of AU\\$1277](#).
4. Regulatory Environment: The Tasmanian government has been proactive in implementing reforms, including the Gaming Control Act of 1993 and the Interactive Gambling Act of 2001, which restrict online gambling.

The document highlights several key points about Tasmania's approach to gambling harm:

- **Mandatory Pre-Commitment:** Tasmania is implementing a state-wide mandatory pre-commitment system for pokies, expected to be operational by late 2025. This system will include default loss limits and require ID verification.
- **Best in Class:** The scheme is considered the best model in Australia, covering all venues with pokies licenses.
- **Cost and Implementation:** The estimated cost for developing and implementing the system is about \$10 million, with machines being fitted with card readers linked to a central monitoring system.
- **Political Context:** Tasmania's reforms are notable given the state's history of political influence from the gambling industry.

The paper suggests that we can draw valuable lessons from various international initiatives aimed at regulating gambling and reducing harm:

1. **Mandatory Pre-Commitment Systems:** Countries like Norway and Sweden have implemented mandatory pre-commitment systems for electronic gaming machines. These systems require players to set limits on their spending and time before they start gambling, which helps in controlling gambling behaviour.
2. **Advertising Restrictions:** The UK has stringent regulations on gambling advertising, including a ban on ads targeting minors and restrictions on the timing of gambling ads on TV. These measures aim to reduce the exposure of vulnerable populations to gambling promotions.
3. **Self-Exclusion Programs:** Many countries, including Canada and the UK, have robust self-exclusion programs that allow individuals to voluntarily ban themselves from gambling venues and online platforms. These programs are often linked to national databases to ensure compliance.
4. **Public Awareness Campaigns:** New Zealand has been successful with public awareness campaigns that educate the public about the risks of gambling and promote responsible gambling practices. These campaigns often involve collaboration between government agencies, non-profits, and the gambling industry.
5. **Harmonized Regulations:** The European Union has been working towards harmonizing gambling regulations across member states to ensure a consistent approach to player protection, anti-money laundering measures, and fair play standards.

The paper recommends several measures regarding mandatory pre-commitment systems to prevent gambling harm in Australia:

- **National System for Online Gambling:** Establish a national mandatory pre-commitment system for all online gambling, with daily, monthly, and annual loss limits.
- **State-Wide Systems for Pokies:** Implement state-wide mandatory pre-commitment schemes for pokies, with similar loss limits.
- **Universal System Feasibility:** Investigate the feasibility of a single universal mandatory pre-commitment system across all forms of gambling.
- **Tasmania's Model:** Use Tasmania's upcoming mandatory card system for pokies as a model for other states.

A national mandatory pre-commitment system for gambling in Australia would likely include several key features designed to help individuals manage their gambling behaviour and reduce harm, for example:

1. **Pre-Set Limits:** Players would be required to set daily, monthly, and annual loss limits before they start gambling. These limits would be enforced across all gambling platforms, both online and offline.
2. **ID Verification:** To ensure compliance, players would need to verify their identity. This could involve using government-issued IDs or other secure methods to prevent underage gambling and ensure that limits are applied to the correct individual.
3. **Centralized Monitoring:** A central system would track all gambling activity, ensuring that players do not exceed their pre-set limits. This system would be accessible to regulators but would maintain strict privacy protections to safeguard personal data.
4. **Mandatory Breaks:** The system could enforce mandatory breaks after a certain amount of time or money spent gambling, encouraging players to take a step back and reconsider their gambling behaviour.
5. **Self-Exclusion Options:** Players would have the option to self-exclude from all gambling activities for a specified period. This feature would be integrated into the pre-commitment system, making it easier for individuals to take a break from gambling if needed.
6. **Data Privacy:** Strong privacy measures would be in place to ensure that personal data is only used for the purpose of enforcing limits and helping individuals manage their gambling. Identifiable data would not be shared with gambling operators or other third parties.
7. **Public Awareness and Support:** The system would be accompanied by public awareness campaigns to educate players about the benefits of pre-commitment and provide support services for those experiencing gambling harm.

State-wide mandatory pre-commitment systems for pokies would be designed to help players manage their gambling behaviour and reduce harm/ These systems typically include:

1. **Pre-Set Spending Limits:** Players must set daily, weekly, or monthly spending limits before they start gambling. These limits help players control their spending and prevent excessive losses.
2. **ID Verification:** Players are required to verify their identity, usually through a government-issued ID or a similar secure method. This ensures that the limits are applied to the correct individual and prevents underage gambling.
3. **Card-Based Systems:** Players use a card or similar device to access pokies. This card is linked to their pre-set limits and tracks their gambling activity. The card system ensures that players cannot exceed their limits.
4. **Central Monitoring:** A central system monitors all gambling activity across the state. This system ensures compliance with the pre-set limits and provides data for regulatory oversight.
5. **Mandatory Breaks:** The system may enforce mandatory breaks after a certain amount of time or money spent gambling. These breaks encourage players to take a step back and reconsider their gambling behaviour.
6. **Self-Exclusion Options:** Players can choose to self-exclude from all gambling activities for a specified period. This feature is integrated into the pre-commitment system, making it easier for individuals to take a break from gambling if needed.
7. **Privacy Protections:** Strong privacy measures are in place to ensure that personal data is only used for enforcing limits and helping individuals manage their gambling. Identifiable data is not shared with gambling operators or other third parties.
8. **Public Awareness Campaigns:** The system is often accompanied by public awareness campaigns to educate players about the benefits of pre-commitment and provide support services for those experiencing gambling harm.

The paper discusses privacy protections in the context of mandatory pre-commitment systems for gambling. Here are the key points:

- **Privacy Safeguards:** Individual records should only be used to inform people of their own spending and help them stick to their limits<sup>1</sup>. Identifiable data should not be available to the gambling industry, credit agencies, bureaucrats, or anyone else for other purposes.
- **Deidentified Data:** Aggregated data can be used for research to inform better harm prevention, similar to how Census data is used.
- **Strong Privacy Measures:** Ensuring privacy is crucial for the effectiveness and acceptance of pre-commitment systems.

The Grattan paper makes no explicit reference to the use of biometrics per se.

### **Not in the paper but some info on one-to-many facial recognition schemes**

one-to-many facial recognition technology has been used in several jurisdictions to help prevent problem gambling, three examples are:

1. **Australia:** In South Australia, facial recognition technology has been implemented as part of an automated self-exclusion program. [This system helps identify self-excluded gamblers and prevent them from entering gaming venues. Similarly, pubs and clubs in New South Wales have adopted facial recognition to identify and exclude problem gamblers.](#)
2. **Canada:** Some casinos in Canada use facial recognition technology to enforce self-exclusion programs. [This technology helps ensure that individuals who have voluntarily banned themselves from gambling are recognized and prevented from entering the premises](#)<sup>3</sup>.
3. **Singapore:** The Singaporean government has implemented facial recognition in casinos to identify and exclude individuals who are on self-exclusion lists or who have been banned from gambling due to financial difficulties.

The use of biometrics technology in this context raises privacy concerns and requires careful implementation to balance security and individual rights. Less intrusive one-to-one schemes have been implemented in QLD, NSW and VIC for hospitality venues.

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**From:** [Out of scope] (DPaC)  
**Sent:** Wednesday, 25 September 2024 11:58 AM  
**To:** Thurley, Justin (DPaC); Cairney, Jenna; Stewart, Brett; [Out of scope] (DPaC); [Out of scope] (DPaC)  
**Subject:** RE: Digital Identity and Facial Recognition Meeting (DSG and DPAC)

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good morning,

I have made a number of connections in other jurisdictions to relevant areas in follow up to our meeting. The South Australia [Out of Scope] [Out of Scope] has proposed an opportunity to meet with them on their regulatory and facial recognition approach.

[Out of Scope] has suggested potential meeting dates of 14,17,21 or 22 of October. I am happy to co-ordinate the initial meeting or make an introduction to relevant Tasmanian parties for you to continue the conversation.

Regards,  
[Out of Scope]

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**From:** Limkin, Craig  
**Sent:** Friday, 27 September 2024 2:42 PM  
**To:** Hodges, Cedric  
**Subject:** RE: Potential scope on EGM reform-

For clarity I am just wanting s.35  
 C!

**From:** Limkin, Craig  
**Sent:** Friday, September 27, 2024 2:30 PM  
**To:** Hodges, Cedric <Out of scope@deloitte.com.au>; Stewart, Brett <Brett.Stewart@stategrowth.tas.gov.au>; Cairney, Jenna <Jenna.Cairney@stategrowth.tas.gov.au>  
**Cc:** Cheung, Simone <Out of scope@deloitte.com.au>; Conway, Angela <angela.conway@stategrowth.tas.gov.au>  
**Subject:** RE: Potential scope on EGM reform

Hi Cedric

Thanks for the chat yesterday. As discussed, can we please proceed with s.35

Can you please prepare a scope for us to work through the procurement on our side but please commence asap.

Let me know if you need anything else  
 Craig!

**From:** Hodges, Cedric <Out of scope@deloitte.com.au>  
**Sent:** Wednesday, September 18, 2024 3:56 PM  
**To:** Limkin, Craig <Craig.Limkin@stategrowth.tas.gov.au>; Stewart, Brett <Brett.Stewart@stategrowth.tas.gov.au>; Cairney, Jenna <Jenna.Cairney@stategrowth.tas.gov.au>  
**Cc:** Cheung, Simone <Out of scope@deloitte.com.au>  
**Subject:** RE: Potential scope on EGM reform

That's great to hear, Craig.

The cost for stages 1 through 4 is 50k, 90k, 120k and 30k, respectively. s39

Happy to discuss,

Cedric Hodges  
 M: <Out of scope@deloitte.com.au>

**From:** Limkin, Craig <Craig.Limkin@stategrowth.tas.gov.au>  
**Date:** Wednesday, 18 September 2024 at 3:00 PM  
**To:** Hodges, Cedric <Out of scope@deloitte.com.au>; Stewart, Brett <Brett.Stewart@stategrowth.tas.gov.au>; Cairney, Jenna <Jenna.Cairney@stategrowth.tas.gov.au>

Cc: Cheung, Simone <Out of scope@deloitte.com.au>

Subject: [EXT]RE: Potential scope on EGM reform

Hi Cedric

We are comfortable with the approach can you please tell us the cost of each stage.

Cheers

Craig!

**Craig Limkin PSM** (he/him)

**Secretary - Department of State Growth**

Level 6, 4 Salamanca Place, Hobart TAS 7000 | GPO Box 536, Hobart TAS 7001

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---

From: Hodges, Cedric <Out of scope@deloitte.com.au>

Sent: Monday, September 16, 2024 11:06 AM

To: Limkin, Craig <Craig.Limkin@stategrowth.tas.gov.au>; Stewart, Brett <Brett.Stewart@stategrowth.tas.gov.au>;

Cairney, Jenna <Jenna.Cairney@stategrowth.tas.gov.au>

Cc: Cheung, Simone <Out of scope@deloitte.com.au>

Subject: Potential scope on EGM reform

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Good Morning,

Thank you for the opportunity to discuss the research you are looking to commission on the impact of mandatory pre-commitment reforms for electronic gaming machines (EGMs) in Tasmania. My colleague, Simone Cheung (cc'd), and our team have worked through the information you provided and based on our initial discussions, we believe investigating the following points could be of value to you:

s.39



As discussed, we can provide a report which examines each of these elements based on publicly available data and existing literature – the section below outlines this in more detail. For a more thorough examination, however, s.39



**From:** Limkin, Craig  
**Sent:** Monday, 7 October 2024 9:32 AM  
**To:** Cheung, Simone; Hodges, Cedric; Stewart, Brett; Cairney, Jenna  
**Cc:** Conway, Angela; **Out of Scope**  
**Subject:** RE: Potential scope on EGM reform

Hi Simone

Thank you for this I am comfortable with this and we will go through our various procurement processes but please commence the work consistent with the updated scope we have agreed.

Can we also get a regular updated at the end of each phase maybe a one or two page document just so we can provide it to the Premiers Office etc

Cheers  
 Craig!

---

**From:** Cheung, Simone **Out of scope** <[Out of scope@deloitte.com.au](mailto:Out of scope@deloitte.com.au)>  
**Sent:** Friday, October 4, 2024 12:20 AM  
**To:** Hodges, Cedric <[Out of scope@deloitte.com.au](mailto:Out of scope@deloitte.com.au)>; Limkin, Craig <[Craig.Limkin@stategrowth.tas.gov.au](mailto:Craig.Limkin@stategrowth.tas.gov.au)>; Stewart, Brett <[Brett.Stewart@stategrowth.tas.gov.au](mailto:Brett.Stewart@stategrowth.tas.gov.au)>; Cairney, Jenna <[Jenna.Cairney@stategrowth.tas.gov.au](mailto:Jenna.Cairney@stategrowth.tas.gov.au)>  
**Cc:** Conway, Angela <[angela.conway@stategrowth.tas.gov.au](mailto:angela.conway@stategrowth.tas.gov.au)>; **Out of scope** <[Out of scope@deloitte.com.au](mailto:Out of scope@deloitte.com.au)>; **Out of scope** <[Out of scope@deloitte.com.au](mailto:Out of scope@deloitte.com.au)>  
**Subject:** RE:Potential scope on EGM reform

Hi Craig,

Thank you for the opportunity to work with you on this important reform. Please see attached the engagement letter along with our terms and conditions. The scope is per the areas we sent through previously and subsequent discussions. It would be good to perhaps chat once you have had a chance to review if you have any questions or want to clarify anything.

Cedric and I look forward to hearing from you.

Cheers, Simone

**Simone Cheung**

Partner | Health, Human Services & Behavioural Economics | Deloitte Access Economics

PA Support: **Out of scope** <[Out of scope@deloitte.com.au](mailto:Out of scope@deloitte.com.au)>

Lvl 46, 50 Bridge Street Sydney NSW 2000

**Out of Scope**

**Out of scope** <[Out of scope@deloitte.com.au](mailto:Out of scope@deloitte.com.au)> | [www.deloitte.com.au](http://www.deloitte.com.au)

*I am proud to acknowledge I work on the Gadigal lands of the Eora Nation, otherwise known as Sydney.*

---

**From:** Hodges, Cedric <[Out of scope@deloitte.com.au](mailto:Out of scope@deloitte.com.au)>  
**Sent:** Wednesday, October 2, 2024 8:39 PM  
**To:** Limkin, Craig <[Craig.Limkin@stategrowth.tas.gov.au](mailto:Craig.Limkin@stategrowth.tas.gov.au)>; Stewart, Brett <[Brett.Stewart@stategrowth.tas.gov.au](mailto:Brett.Stewart@stategrowth.tas.gov.au)>; Cairney, Jenna <[Jenna.Cairney@stategrowth.tas.gov.au](mailto:Jenna.Cairney@stategrowth.tas.gov.au)>

Cc: Cheung, Simone <Out of scope@deloitte.com.au>; Conway, Angela <angela.conway@stategrowth.tas.gov.au>  
Subject: Re: Potential scope on EGM reform

Hi Craig,

Sorry that I haven't gotten back to you sooner. We're just finalizing internal processes and will have an engagement letter for you soon.

Happy to discuss,  
Cedric | Out of Scope

---

From: Limkin, Craig <Craig.Limkin@stategrowth.tas.gov.au>  
Sent: Wednesday, October 2, 2024 8:11:11 PM  
To: Hodges, Cedric <Out of scope@deloitte.com.au>; Stewart, Brett <Brett.Stewart@stategrowth.tas.gov.au>; Cairney, Jenna <Jenna.Cairney@stategrowth.tas.gov.au>  
Cc: Cheung, Simone <Out of scope@deloitte.com.au>; Conway, Angela <angela.conway@stategrowth.tas.gov.au>  
Subject: [EXT]Re: Potential scope on EGM reform

Hello

Just following this up. The government is keen for this to commence asap and we require an engagement letter. Can you please let me know

Thanks  
Craig

Sent from my iPhone

Duplicate



**From:** [Stewart, Brett](#)  
**To:** [Secretary](#)  
**Cc:** [Conway, Angela](#); [Limkin, Craig](#); [Cairney, Jenna](#) [REDACTED]  
**Subject:** FW: Signed: Potential scope on EGM reform  
**Date:** Monday, 14 October 2024 11:00:11 AM  
**Attachments:** [Deloitte Access Economics EngagementLetter\\_SEIA\\_EGMReform.pdf](#)  
**Importance:** High

---

Hi – I think [REDACTED]

s.35

Happy to discuss further.

Brett

duplicate

---

**From:** Secretary  
**Sent:** Monday, 14 October 2024 10:29 AM  
**To:** [Out of scope]@deloitte.com.au'  
**Cc:** Conway, Angela; Cairney, Jenna; Limkin, Craig; [Out of scope]@deloitte.com.au'; [Out of scope]@deloitte.com.au'; [Out of scope]@deloitte.com.au'; Stewart, Brett  
**Subject:** CM: Signed: Potential scope on EGM reform  
**Attachments:** Deloitte Access Economics\_EngagementLetter\_SEIA\_EGMReform.pdf

Good morning

Please see the attached engagement letter signed by the the Secretary, Department of State Growth.

Regards

[Out of scope]

[Redacted]  
Office of the Secretary | Department of State Growth  
4 Salamanca Place, Hobart TAS 7000 | GPO Box 536, Hobart TAS 7001  
[Out of Scope] | [www.stategrowth.tas.gov.au](http://www.stategrowth.tas.gov.au)

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 Sydney, NSW, 2000  
 Australia

Phone: +61 2 9322 7000  
 www.deloitte.com.au

4 October 2024

Craig Limkin  
 Secretary  
 Department of State Growth  
 Email: [craig.limkin@stategrowth.tas.gov.au](mailto:craig.limkin@stategrowth.tas.gov.au)

Dear Craig

## Social and Economic Impact of the proposed reforms to Electronic Gaming Machine (EGM) use in Tasmania

Thank you for asking Deloitte Access Economics to assist the Department of State Growth (DSG or “you”) with a social and economic impact analysis of the proposed reforms to EGM use in Tasmania. This letter and our standard terms and conditions (the “Terms”) which are enclosed with this letter set out the basis on which we will provide our services to you.

### 1 Our engagement

The Tasmanian government is planning reform to the use of Electronic Gaming Machine (EGM) use in Tasmania which have been detailed in a recently released consultation paper. You have asked us to prepare a detailed social and economic impact analysis, covering the proposed reforms to Electronic Gaming Machine (EGM) use in Tasmania (the “Services”). The Services we will provide are described in more detail in Section 3 of this letter.

We understand this report will be used to inform and educate stakeholders about the potential social and economic impacts of the reforms (the “Purpose”). These stakeholders include all levels of Government, industry and the broader public.

The scope of our engagement is limited to the matters set out in this letter. So that we are able to assist you effectively, please ensure that you are satisfied with the scope of our engagement and the Services we will provide are sufficient for your needs.

### 2 Our team

Simone Cheung is the Partner responsible for delivery of the Services. Cedric Hodges is the Partner who will lead the modelling workstream and **Out of Scope** will be the Quality Assurance Partner. **Out of Scope** will be the Engagement Director, with **Out of Scope** leading the modelling workstream. **Out of Scope** will be the Engagement Manager and day-to-day contact. This core team will be supported by a pool of suitably qualified analysts as required.

### 3 Our services

At the outset of this project, we would hold an **inception meeting** with key personnel from Deloitte Access Economics and DSG. In this meeting we would reaffirm project context and goals, share relevant data and discuss our approach to the analysis, and confirm project governance, regular meeting cadence, timelines and sensitivities.

Following the inception meeting our Services will be conducted in phases as follows.

Deloitte Access Economics is Australia’s pre-eminent economics advisory practice and a member of Deloitte’s global economics group. For more information, please visit our website: [www.deloitte.com/au/deloitte-access-economics](http://www.deloitte.com/au/deloitte-access-economics)

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## Phase 1: Gathering the views of key stakeholders

In this phase we will conduct consultation to gauge the views of key stakeholders, include large organisations, peak bodies and a sample of regional venues. We will be guided by you on the specific stakeholders with which we consult but can commit to a maximum of 8 sessions. To the extent possible we will conduct these sessions in-person, however, where that is not possible, given the tight timeframes of the project and regional base of some stakeholders, we will conduct them virtually.

## Phase 2: Understanding how gambling behaviour might change

This phase will draw on available literature to understand what effect the reforms are likely to have on reducing the use of EGMs, and to what extent there is a move towards other forms of gambling.

We would undertake a detailed literature review to understand the extent of potential shifts between gambling modes – whether EGM players would play less, whether they'd substitute to other types of gambling, and whether these have the same propensity for high-risk gambling.

## Phase 3: Estimating the degree to which harm will be minimised

In this phase we will leverage the substitution impacts that would be estimated in phase 2 (described above) – namely the change in spending on EGMs towards other types of gambling and/or other types of consumption not relating to gambling. Using these substitution effects we will use two channels to consider the social impact:

- Option 1 would consider the substitution towards gambling activities that are less likely to result in harm (as measured by the Problem Gambling Severity Index (PGSI)). For example, if substitution from EGM towards sports betting results in a lower average PGSI score, this will result in savings from a social and wellbeing perspective (see costing below). Alternatively, if the move to cashless gaming results in safer gambling behaviours while using EGMs (i.e. through the introduction of limits and/or mandatory breaks) then the average PGSI score may reduce this way. We would be measuring a change in PGSI and the resultant social and wellbeing savings derived below.
- Option 2 would look at the total change in gambling spend and the average relationship between gambling spending and social harm. If the policy reduced overall gambling spend, this approach would demonstrate additional savings from a social impact perspective.

## Phase 4: Assessing the likely flow-on economic impacts

Based on the findings in phase 2 and 3 of this work, we will model the potential economy-wide impacts of the reform using our in-house Computable General Equilibrium (CGE) model. The model would be calibrated to represent the Tasmanian economy, split into 15 discrete regions (lining up with SA3s) and sectors, with particular focus on those directly affected like Accommodation and Food Service, Public Administration and Defence, etc. The model would be calibrated to a baseline path which follows the official Tasmanian government forecast/projections. We would then simulate the impact of changes to EGM use and associated in-venue activity (proxied through recreation services) alongside any potential uplift in activity associated with a shift in consumption to non-gambling goods and services. Depending on the findings available, the modelling could also include the avoided cost from reduced problem gambling.

## Phase 5: Reporting

This project will culminate in the delivery of:

- A **Deloitte Access Economics branded, public facing report** demonstrating the social and economic impacts of the proposed reforms to EGM use.
- An **executive presentation of main findings**. The presentation will be shared with DSG as part of the deliverables.

The report will incorporate a one-page graphic and visualisations summarising key findings. It will be written with a broad audience in mind, and will include a clear and transparent description of the methodology.

We will provide DSG with a draft report for comment. Once feedback is received on the draft report, we will address the comments and proceed to finalise the report. We will work closely with DSG, ensuring that final deliverables match your objectives.

The beginning and the end of the report will include content which clearly outlines the scope of this report, and the limitations and interpretation of the modelling framework and results. In this content, we will acknowledge that the report is an social and economic impact study, and as such, it does not seek to characterise or estimate regulatory impacts, fiscal impacts or present the findings in a Benefit-Cost Framework.

Any work we provide to you may be used only by you for the Purpose and in the manner described in the Terms.

## **4 Your responsibilities**

In addition to the responsibilities which are described in the Terms, you are responsible for:

- Timely provision of existing data, modelling, research and other documentation as requested, including confirmation of the stakeholders list.
- Ongoing participation in project meetings and prompt responses to any queries or requests for information.
- Prompt review of the draft report and provision of consolidated feedback to inform the final deliverable.

You acknowledge that our ability to deliver the Services is dependent on you meeting your responsibilities, as well as you providing us with instructions and making timely decisions.

## **5 Our Fees & Timing**

### **6.1 Fees**

Our fixed fee for the Services will be \$330,000 (excluding GST). This fee includes the cost of the research. The fees charged by us reflect the seniority and expertise of the staff involved as well as factors such as the time spent on the Services and the complexity of the Services.

### **6.2 Expenses**

We will charge you, at cost, for all other expenses we incur in providing the Services to you. The types of expenses we may incur on this matter include graphic design fees, or travel costs to meet with you or with relevant stakeholders. We will seek your prior approval before incurring such expenses.

### **6.3 Billing**

We will invoice for 50% of the agreed fees on commencement of the work, 25% on delivery of the draft report, and 25% plus any additional expenses incurred, upon finalisation of all deliverables. Our invoices will be addressed to and paid by the Department of State Growth, unless you tell us otherwise.

### **6.4 Timing**

The services covered here will be delivered over an eight-week period in which we plan to complete all phases including delivery of a draft report for comment within six weeks of commencement.

### **6.5 Variations**

For additional work, which is outside the scope of the Services, we will agree the scope of work with you before providing those services.

## **7 Project assumptions**

The scope of the Services and the fee structure has been prepared on the following assumptions:

- There are no undue complications or delays in providing the Services
- The scope of work and the Services are the same as those which are outlined in this letter
- You meeting your responsibilities as outlined in this letter and the Terms in a timely manner.

- We will assume that the Information provided is true, correct and complete and not misleading. If this is not the case, or the Information changes after we receive it, then our Work may be incorrect or inappropriate for you.
- Our Work will be based on the prevailing laws, regulations and professional standards in effect at the date of the Work
- We reserve the right to revise any opinion or conclusion in our analysis if material information becomes known to us after the report is issued.

If these assumptions are wrong or the circumstances change then we may need to change the scope of the Services, vary the Fees or extend the timeframes for completion.

## 8 Acceptance

Please confirm that you agree to these terms by signing, dating and returning the enclosed copy of this letter to us. Please contact me if you would like to discuss this letter and the terms of engagement with us. We look forward to working with you.

Yours sincerely

Out of Scope

**Simone Cheung**  
Partner  
Deloitte Access Economics Pty Ltd

The Department of State Growth (DSG) agrees to the terms of this Agreement. Signed for an on behalf of DSG by its duly authorised representative:

Signature:

out of scope

Name:

Craig Limkin

Title:

Secretary

Date:

14 October



## Standard Terms and Conditions

### 1. This Agreement

This Agreement sets out the terms on which we will provide the Services to you. Where the Letter is addressed to more than one Addressee, each Addressee is a party to, and is bound by, the terms of this Agreement. We will treat you as having accepted this Agreement if you continue to instruct us after you receive it.

### 2. Term

This Agreement starts on the date you sign and return the Letter to us or when we first start work on the Services for you, whichever is first. Unless it is terminated earlier, this Agreement terminates when we have completed providing the Services to you and you have paid us our Fees.

### 3. Our Services

- 3.1 We will provide the Services to you in accordance with this Agreement and with the degree of skill, care and diligence expected of a professional providing services of the same kind.
- 3.2 We will use all reasonable efforts to complete the Services within any agreed time frame.

### 4. Our team

- 4.1 We will use reasonable efforts to ensure that our Representatives named in the Letter are available to provide the Services. However, if we need to, we may replace or reassign any Representative at any time on reasonable notice to you.
- 4.2 Each of us agrees that, during the term of this Agreement and for a period of six months after it ends, neither of us will directly or indirectly solicit for employment any Representative of the other who is involved with the Services. However, both of us may advertise or recruit generally.

### 5. About Deloitte

- 5.1 We are a Member Firm of DTTL. Accordingly, you acknowledge that:
  - (a) each of the Member Firms is a separate and independent legal entity operating under the names "Deloitte", "Deloitte & Touche", "Deloitte Touche Tohmatsu" or other related names;
  - (b) the Services are provided by us and not by DTTL or any other Member Firm; and
  - (c) neither DTTL nor any of the Member Firms is liable for each other's acts or omissions.
- 5.2 Sometimes we may use other Member Firms to help us to provide the Services to you. Where this happens, we will be responsible for any work undertaken by another Member Firm and you agree that:
  - (a) none of the Member Firms, apart from us, will be responsible to you; and
  - (b) you will not bring any claim or proceedings in connection with the Services or this Agreement against any of the other Member Firms that we may use to provide the Services to you.
- 5.3 Any Member Firm that helps us to provide the Services to you will rely on subclause 5.2 and is, to the extent permitted by the Law of any relevant jurisdiction, an intended third-party beneficiary of, and entitled to enforce this Agreement as if it were a party to it.
- 5.4 If we provide you with Licensed Services, you acknowledge that:
  - (a) the relevant Licensed Entity will provide the Licensed Services directly to you;
  - (b) Deloitte enters into this Agreement as agent for the Licensed Entity; and
  - (c) the terms of this Agreement apply to the Licensed Services.

### 6. Confidentiality

- 6.1 Each of us agrees to protect and keep confidential any Confidential Information that is given to us by the other.
- 6.2 Except as set out in this Agreement, or where both of us agree otherwise in writing, we will only use or disclose your Confidential Information to provide the Services to you or other services you may request.
- 6.3 Where relevant, we may use, disclose and transfer your Information to other Member Firms and our Representatives, who will use and disclose it only to provide the Services to you.

- 6.4 We may disclose your Information to our own professional advisers and insurers on a confidential basis.
- 6.5 Subject to subclause 6.6, either of us may disclose any Confidential Information to the extent that it is required to be disclosed by Law, order of any court, tribunal, authority or regulatory body, rules of any stock exchange or any professional obligations or requirements.
- 6.6 A party disclosing any Confidential Information under subclause 6.5 must, where practical and to the extent permitted by Law, notify the other of the requirement to disclose and only disclose the minimum Confidential Information required to comply with the Law or requirement.
- 6.7 You agree that we may aggregate your Information and use and disclose that information in de-identified form, as part of research and advice, including, without limitation, benchmarking services.
- 6.8 We will return your Information to you at any time at your request. We may also destroy it if you ask us to. However, we are entitled to retain a copy of any Information you provide to us or which forms part of our Work or our Working Papers, provided that we will continue to keep this Information confidential in accordance with this Agreement.

### 7. Personal Information and privacy

- 7.1 We will handle Personal Information in accordance with the Privacy Act and our privacy policy available at [http://www.deloitte.com/view/en\\_AU/au/privacy/index.htm](http://www.deloitte.com/view/en_AU/au/privacy/index.htm).
- 7.2 You agree to work with us to ensure that both of us meet any obligations that each of us may have under the Privacy Act including, where relevant, notifying the individual to whom the Personal Information relates of who we are and how we propose to use and disclose their information.
- 7.3 Where you provide us with any Personal Information, you confirm that you have collected the Personal Information in accordance with the Privacy Act, that you are entitled to provide the Personal Information to us and that we may collect, use and disclose the Personal Information for the purpose of providing the Services to you or as otherwise permitted by this Agreement.

### 8. Intellectual Property

- 8.1 Unless we agree otherwise, we will retain ownership of the Intellectual Property in our Work. We give you a royalty-free, non-exclusive, perpetual, world-wide licence to use and reproduce any Reports for the Purpose for which the Report was prepared and any related incidental internal purposes in accordance with the terms of this Agreement.
- 8.2 You agree we can use your logos and marks on our Work, unless you tell us otherwise.

### 9. Our Work

- 9.1 Our Work is for your exclusive use and must be used only by you and only for the Purpose.
- 9.2 Unless we give our Consent:
  - (a) our Work must not be used or disclosed for any other purpose or made available to any other person, except your Professional Advisers and Auditor, on the terms discussed in subclause 9.3, or except to the extent permitted by subclause 6.5;
  - (b) our Work and the Services may not be relied on by anyone other than you; and
  - (c) you must not name us or refer to us, our Work or the Services in any written materials (other than to your Professional Advisers and Auditor), or any publicly filed documents, except as required by Law.
- 9.3 You may provide a copy of our Report to:
  - (a) your Professional Advisers and Auditor, provided that you ensure that each Professional Adviser and Auditor:
    - (i) is aware of the limits placed on the use of our Report by this Agreement, including that they may not rely on the Report;
    - (ii) for the Professional Adviser, uses our Report only to advise you in relation to the Services or, for the Auditor, uses our Report only in conducting the Audit; and
    - (iii) treats our Report as confidential and does not use or disclose our Report in a manner that is not expressly permitted by this Agreement;
  - (b) any other person who is acceptable to us, with our Consent, but only where that person has first executed an agreement provided by us.

- 9.4 We are not responsible to anyone (apart from you) who is provided with or obtains a copy of our Work without our Consent.
- 9.5 If we give you our Work in draft form or orally, we do so only on the basis that you may not rely on it in that form. Accordingly, we will not be responsible if you or anyone else relies on our draft Work or oral comments or advice.
- 9.6 You acknowledge that the final or signed copy of our Report is the definitive version.
- 9.7 Sometimes, circumstances may change after we have provided our final Work to you; unless we agree with you otherwise, we will not update any final Work we have provided to you.
- 9.8 You acknowledge that any use of or reliance on our Work that is contrary to this Agreement may expose us to a claim from someone with whom we have no relationship or whose interests we have not considered in providing the Services.
- 9.9 Accordingly, you agree to indemnify us against any Loss we may suffer or incur in respect of any claim or action by a third party that arises as a result of:
- any use or distribution of, or reliance on, our Work that is contrary to the terms of this Agreement or a Consent; or
  - any access to or use of our Work, by any of your Professional Advisers or Auditor.
- 9.10 This indemnity does not apply to any Loss incurred in defending a claim or action by a third party:
- that results from any wilful misconduct or fraudulent act or omission by us;
  - where that third party has signed an agreement with us that provides that it can rely on our Work; or
  - where we have agreed in writing that our Work may be included in publicly available documents.
- ## 10. Our Fees
- 10.1 The Fees and the basis on which they are calculated are set out in this Agreement. We may review the Fees where:
- an Unexpected Delay occurs;
  - there is a change in the scope of the Services we agreed to provide to you; or
  - you do not accept this Agreement within three months of the date of the Letter.
- 10.2 You agree to pay us the Fees for the Services in accordance with this Agreement.
- 10.3 Unless we state otherwise, our Fees exclude GST. You agree to pay any GST imposed on us, now or in the future, in relation to this Agreement. Where GST is payable on any taxable supply made under this Agreement, you agree that the Fee payable for this supply will be increased by an amount equivalent to the GST payable by us in respect of that supply.
- 10.4 We will charge you at cost for any expenses we incur in providing the Services to you. We will tell you what these expenses are before we incur them if they are anything other than incidental.
- 10.5 Unless we agree with you otherwise, we will use business class (or equivalent) for travel overseas and between the east and west coasts of Australia, and economy class for travel within the rest of Australia.
- 10.6 We will also charge you an administration, overhead and telecommunications charge, which is calculated at 5% of our Fees. This charge covers all our out-of-pocket expenses such as telecommunications, stationery and postage.
- 10.7 We will invoice you monthly in arrears for the Fees (unless we agree with you otherwise) and you agree to pay our invoice within 14 days of receiving it. You agree to pay any undisputed portions of an invoice even if there is a dispute between us about that invoice or another invoice. Where amounts remain due and unpaid we may charge you interest at an annual rate of 2% over the Bank Bill Swap Rate published in the Australian Financial Review on the date payment is due.
- 10.8 Without limiting any other rights we may have, we are entitled to suspend or terminate the Services, in whole or part, or to retain or withhold any Information we may hold in relation to the Services or any Work we have done for you if you do not pay our invoices on time.
- 10.9 If we are required to provide Information about you or the Services to comply with a statutory obligation, court order or other compulsory process, you agree to pay all of our reasonable costs and expenses we incur in doing so.
- 11.1 You agree to co-operate with us and provide us with all reasonable and necessary assistance so that we can provide the Services to you. This includes providing us with timely and reasonable access as appropriate, to your premises, facilities, Information and Representatives.
- 11.2 In addition to any responsibilities you may have that are set out in the Letter, you are responsible for:
- the performance of your Representatives;
  - making timely decisions in connection with the Services;
  - designating a competent employee to oversee the Services;
  - evaluating the adequacy of the Services, as they have been described in the Letter, for your particular purposes and needs;
  - providing us with accurate and complete Information. Where any Information that we require in order to provide the Services is to be provided by someone else, you are responsible for ensuring that Information is provided to us. You will need to give us all Information that is relevant to the Services, even if the same Information has been given to us previously during another engagement; and
  - updating any Information where there has been a material change to that Information, including telling us if any of your circumstances change during the course of the Services.
- 11.3 You acknowledge that:
- the Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations will be your responsibility, and made by you;
  - our ability to provide the Services depends on you meeting your responsibilities under this Agreement and instructing us or responding to our requests in a timely and effective manner; and
  - we are entitled to and will rely on Information provided by you, the decisions you make and any approvals you give; and
  - we will not be liable for any default that arises because you do not fulfil your obligations.
- ## 12. Unexpected Delay
- 12.1 We are not responsible to you or anyone else for any failure in providing the Services caused by an Unexpected Delay. We will tell you if there is a delay that will affect the Services and the cause of the delay, if known. You acknowledge that this Agreement will be varied to include any change to the scope of the Services, the Fees or the timeframes for completion of the Services if any delay requires it.
- 12.2 If we are required to perform additional services because of an Unexpected Delay, then this Agreement will also be varied to include those additional services and any additional Fees that apply.
- ## 13. Our responsibility to you
- 13.1 We are subject to a limitation of liability scheme approved under Professional Standards Legislation. Our aggregate liability to you is limited in the manner provided by the scheme. Please contact us if you require a copy of the relevant scheme.
- 13.2 Where the law requires it, our liability to you will not be limited. Where our liability is not limited by a scheme our aggregate liability to you for any Loss or causes of action arising in relation to this Agreement, including for negligence, is limited to the amount that is the lesser of ten times our Fees and \$20 million.
- 13.3 We will be liable to you only for that proportion of the total Loss that we have caused or to which we have contributed and we will not be liable for any Consequential Loss.
- 13.4 We will not be liable for any Loss, or failure to provide the Services, which is caused by an Unexpected Delay or which arises as a result of us relying on any false, misleading or incomplete Information.
- 13.5 The limit of liability set out above applies to all Addressees as a group and it is up to you to agree how the limit is allocated between you. You agree not to dispute the limit if you are unable to agree on how it will be allocated between you.
- ## 14. Conflict of interest
- We have relationships with many clients. This means that after this Agreement starts we may identify circumstances that could cause us to have a conflict of interest. If this happens, we will

evaluate the potential conflict and, depending on the circumstances, apply appropriate safeguards to manage it. For example, we may notify you of a relationship that causes us a conflict and ask for your consent to continue to provide you with the Services. However, you acknowledge that we may need to terminate this Agreement if we are unable to resolve or manage a conflict of interest satisfactorily.

## 15. Insurance

We will maintain appropriate insurance in relation to the Services, including professional indemnity insurance in an amount of not less than \$10 million during the term of this Agreement and for a period of seven years after it ends.

## 16. Termination

16.1 Either of us may terminate this Agreement:

- (a) at any time by giving the other 30 days' written notice; or
- (b) immediately if the other suffers an Insolvency Event, is unable to pay all of its debts as and when they become due and payable, suspends payment of such debts or otherwise ceases to carry on business; or
- (c) immediately if the other commits any material breach of this Agreement that is either incapable of being remedied or is not remedied within 14 days of receipt of a notice requiring the breach to be remedied.

16.2 We may terminate this Agreement if:

- (a) you fail to meet your obligations under this Agreement including to pay our Fees within the time specified or to provide us with adequate Information or instructions; or
- (b) there is a change of circumstances beyond our reasonable control (such as auditor independence or regulatory related developments) that prevents us from providing the Services to you.

16.3 If this Agreement is terminated:

- (a) you agree to pay us the Fees for any work we have done and any expenses we have incurred up to the date of termination;
- (b) except as set out in this Agreement, and only where relevant, each of us will return to the other any documents or property of the other, except that we may retain one copy of all Information to allow us to satisfy our professional obligations and record keeping requirements;
- (c) the termination does not affect any accrued rights of either of us or any provision of this Agreement that continues to apply.

16.4 The provisions of this Agreement that survive its termination include those relating to clause 5, *About Deloitte*; clause 6, *Confidentiality*; clause 7, *Personal Information and privacy*; clause 8, *Intellectual Property*; clause 9, *Our Work*; clause 10, *Our Fees*; clause 13, *Our responsibility to you*; clause 15, *Insurance*; subclause 16.3, *Termination*; clause 17, *Dispute resolution*; and clause 18, *Disclosure of Tax Advice*.

## 17. Dispute resolution

17.1 Each of us agrees to use reasonable endeavours to resolve any dispute that arises in connection with this Agreement by mediation before bringing a legal claim or starting legal proceedings against the other.

17.2 Nothing in this clause prevents either of us from seeking any equitable relief in relation to our rights under this Agreement.

## 18. Disclosure of Tax Advice

In relation to Tax Advice and in compliance with Disclosure Laws, it is acknowledged and agreed that nothing contained in this Agreement shall be construed as limiting or restricting your disclosure of Tax Advice. It is also understood that none of your other advisers will or have imposed any conditions of confidentiality with respect to Tax Advice. Copies of any Tax Advice provided to others is on the basis that such recipients may not rely on such Tax Advice and that we owe no duty of care or liability to them, or any other persons who subsequently receive the same. Except as set out in this clause, all other terms of this Agreement remain unamended.

## 19. Relationship between the parties

We are engaged as an independent contractor. Neither of us is an agent or representative of or has the authority to bind the other. Neither of us will act or represent ourselves, directly or by

implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. This Agreement is not intended and will not be taken to constitute a partnership, agency, employment, joint venture or fiduciary relationship between us.

## 20. Entire agreement

20.1 This Agreement is the entire agreement between us for the Services. It supersedes all prior communications, negotiations, arrangements and agreements, either oral or written between us in relation to its subject matter.

20.2 Any changes to this Agreement must be agreed to in writing by both of us.

## 21. Assignment

Neither of us may transfer, assign or novate this Agreement without the Consent of the other. However, we may assign this Agreement to any entity in Deloitte Australia or any successor to our business.

## 22. Electronic communication

Each of us agrees that we may communicate with each other electronically. You acknowledge that electronic transmissions are inherently insecure, can be corrupted or intercepted, may not be delivered and may contain viruses. Neither of us is responsible to the other for any loss suffered in connection with the use of e-mail as a form of communication between us.

## 23. Severability

If any of the terms of this Agreement are not legally enforceable then that term or the relevant part of it will be either amended as appropriate to make it enforceable or ignored, but in all other respects this Agreement will have full effect.

## 24. Governing Law

This Agreement is governed by the Laws of New South Wales and each party irrevocably submits to the jurisdiction of the courts exercising jurisdiction in that State.

## 25. Your feedback

We value your feedback. We aim to obtain, either formally or informally, a regular assessment of our performance. If you wish to make a complaint, please refer to the Complaints Management Policy available at [http://www.deloitte.com/view/en\\_AU/au/index.htm](http://www.deloitte.com/view/en_AU/au/index.htm) or write to the Complaints Officer at [complaints@deloitte.com.au](mailto:complaints@deloitte.com.au).

## 26. General

26.1 A waiver by one of us of a breach by the other party of any term of this Agreement does not operate as a waiver of another term or a continuing breach by the other of the same or any other term of this Agreement.

26.2 To the extent permitted by Law, we disclaim all warranties, either express or implied, in relation to the Services and the Work other than any written warranty made in the Terms.

26.3 The rights and remedies in this Agreement are cumulative and not exclusive of any rights or remedies provided by Law.

## 27. Reading this Agreement

In this Agreement:

- (a) headings are for convenience only and do not affect how this Agreement is interpreted;
- (b) the singular includes the plural and conversely;
- (c) the word person includes an entity, a firm, a body corporate, an unincorporated association or an authority;
- (d) a reference to this Agreement or an act or instrument is to this Agreement, or that act or instrument as amended, varied, novated or replaced from time to time;
- (e) a reference to dollars or \$ means Australian dollars;
- (f) an Annexure forms part of this Agreement; and
- (g) if there is any conflict between these Terms and any other part of this Agreement, the following order of priority will apply:
  - (i) the Letter;
  - (ii) the Annexure; and
  - (iii) the Terms.

## 28. Definitions

In this Agreement the following words have the meanings set out below:

**Addressee** means each person to whom the Letter is addressed and includes, where relevant, any additional parties who may agree to the terms of this Agreement.

**Agreement** means the Letter and the Terms.

**Annexure** means a document which is annexed or attached to the Letter and identified as an annexure or attachment to it

**Audit** means an audit under the *Corporations Act 2001* (Cth) or an equivalent Law, conducted in accordance with relevant auditing standards.

**Auditor** means an auditor who is appointed to conduct an Audit of you.

**Confidential Information** means and includes:

- (a) the terms of this Agreement and the details of the Services;
- (b) any information or material which is proprietary to a party or acquired by either of us solely as a result of the Services;
- (c) any Intellectual Property and methodologies and technologies that:
  - (i) you use in your business, and to which we are exposed in the course of providing the Services; or
  - (ii) we use to provide the Services;
- (d) any information designated as confidential by either of us; and
- (e) any Work we provide to you, but excludes any information that:
  - (a) is or becomes publicly available, except by a breach of this Agreement;
  - (b) is disclosed to either of us by a third party provided that the recipient reasonably believes the third party is legally entitled to disclose such information;
  - (c) was known to either of us before we received it from the other or is developed by either of us independently;
  - (d) is disclosed with the other's Consent; or
  - (e) is required to be disclosed as contemplated by subclause 6.5.

**Consent** means prior written consent which may be granted at the consenting party's discretion and which may be subject to conditions.

**Consequential Loss** means any loss or damage which is indirect, consequential, special, punitive, exemplary or incidental, including any loss of profit, revenue, anticipated savings or business opportunity, loss or corruption of data or systems, or damage to goodwill however caused or arising as a result of the Services or this Agreement.

**Deloitte** means the Deloitte Australia entity or entities entering into the Agreement as identified in the Letter.

**Deloitte Australia** means the Australian partnership of Deloitte Touche Tohmatsu, each of the entities under its control and any of their respective predecessors, successors or assignees.

**DTTL** means Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee.

**Disclosure Law** means Rule 3501(c)(i) of PCAOB Release 2005-014, or US Internal Revenue Code sections 6011 and 6111 and related Internal Revenue Service guidance, or any equivalent legislation, statute or subordinate legislation or guidance in any relevant jurisdiction relating to the disclosure of Tax Advice which applies to you or any Tax Advice we may give you.

**Fees** means the fees for the Services as stated in, or calculated in accordance with, this Agreement.

**GST** has the meaning given to it under *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Information** means any information, documents, materials, facts, instructions or Confidential Information provided to us by you or your Representatives or anyone else at your request.

**Insolvency Event** means and includes:

- (a) the making of an arrangement, compromise or composition with, or assignment for the benefit or, one or more creditors of a party;
- (b) the appointment of administrators, liquidators, receivers, a bankruptcy trustee or analogous person to, or over, all or part of a party's business, assets or securities;

(c) an application being made, or a resolution being proposed, which seeks to effect such an appointment other than for a solvent reconstruction; and

(d) the existence of a legislative presumption of insolvency in relation to a party.

**Intellectual Property** means all industrial and intellectual property rights throughout the world and includes rights in respect of copyright, patents, trade marks, designs, trade secrets, know-how and circuit layouts.

**Law** includes the *Corporations Act 2001* (Cth) and the rules of the United States Securities and Exchange Commission.

**Letter** means the engagement letter between us to which the Terms are attached.

**Licensed Entity** means a Deloitte Australia entity that holds a licence or registration.

**Licensed Services** means that part of the Services that are required to be provided by a Licensed Entity.

**Loss** means any losses, liabilities, claims, damages, costs or expenses (including interest where applicable and Consequential Loss), judgments or orders however caused or arising as a result of the Services or this Agreement.

**Member Firm** means a partnership or an entity that is a member of DTTL and each of that partnership's or entity's controlled entities, predecessors, successors, assignees, partners, principals, members, owners, directors, employees and agents.

**Personal Information** has the meaning given to it in the Privacy Act.

**Privacy Act** means the *Privacy Act 1988* (Cth).

**Professional Advisers** means your professional advisers who are advising you in relation to the Services but excludes any investor, agent, intermediary, underwriter, syndicate participant, lender or other financial institution or anyone who may provide you with any credit enhancement or credit rating.

**Professional Standards Legislation** means a Law providing for the limitation of occupational liability by reference to schemes that are formulated and published in accordance with that Law and includes the *Professional Standards Act 1994* (NSW) and any similar legislation in each state and territory in Australia.

**Purpose** has the meaning given to it in the Letter or our Work, or where silent on this, the purpose for which we provide our Work to you.

**Report** has the meaning given to it in the Letter or where the Letter does not set out a specific report, means any final form documents, reports or deliverables we provide to you as a result of the Services or this Agreement including those consisting of advice or opinions.

**Representative** means any officer, employee, consultant, agent, contractor or subcontractor of either of us, who is involved in the activities to which this Agreement relates and in the case of Deloitte, includes a partner.

**Services** means the services described in the Letter.

**Tax Advice** means any advice, whether written or oral, relating to tax, tax structuring or tax treatment provided by us as a result of the Services but excludes any tax due diligence Work which we prepare as a result of the Services.

**Terms** means these standard terms and conditions.

**Unexpected Delay** means any delay in providing the Services that is caused or contributed to by an act or event (including the non-performance of your obligations) that is beyond our control or was not reasonably foreseeable by us at the date of this Agreement.

**us** means Deloitte, or both you and Deloitte, as the context requires.

**we** and **our** means Deloitte and, where applicable as the context requires, the members of Deloitte Australia and any of their Representatives.

**Work** means any advice or materials including any reports, documents, advice, opinions, e-mails, notes or other deliverables, whether in draft or final form, in writing or provided orally, that we prepare either alone or in conjunction with you or provide to you as a result of this Agreement and includes any Reports but excludes our Working Papers or any source code.

**Working Papers** means any files or working papers created by us as our record of the Services, in any form.

**you** and **your** means each Addressee, and where applicable as the context requires, each Addressee's Representative.

---

**From:** Limkin, Craig  
**Sent:** Wednesday, 16 October 2024 6:55 AM  
**To:** Simone Cheung  
**Cc:** Cedric Hodges  
**Subject:** Re: Signed: Potential scope on EGM reform

I am happy for this to just progress asap  
Sent from my iPhone

On 14 Oct 2024, at 12:29 pm, Cheung, Simone <[redacted]@deloitte.com.au> wrote:

Some people who received this message don't often get email from [redacted]@deloitte.com.au. [Learn why this is important](#)

Thank you [redacted] <[redacted]@Limkin, Craig> – should we set up an inception meeting for this week to officially kick off?

Cheers, Simone

**Simone Cheung**

Partner | Health, Human Services & Behavioural Economics | Deloitte Access Economics

PA Support: [redacted] <[redacted]@deloitte.com.au>

Lvl 46, 50 Bridge Street Sydney NSW 2000

M: [redacted]

[redacted] <[redacted]@deloitte.com.au> | [www.deloitte.com.au](http://www.deloitte.com.au)

*I am proud to acknowledge I work on the Gadigal lands of the Eora Nation, otherwise known as Sydney.*

duplicate

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**From:** Stewart, Brett  
**Sent:** Wednesday, 23 October 2024 8:37 AM  
**To:** McIntyre, Denise; Cairney, Jenna; [REDACTED]  
**Cc:** Limkin, Craig  
**Subject:** Facial Recognition work

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Denise and Jenna.

As you are both aware, Craig has assigned me responsibility for progressing the piece of work we have been requested to do by the Premier on the potential use of facial recognition in the gaming context. Jenna has kindly assisted me with progressing this work and we have met with the Chief Information Officer from DPAC and gathered some very useful information and context so far.

[REDACTED] and team have begun putting together an Issues Brief to form advice on this for the relevant Minister (now Howlett) and the Premier.

s.35

If you could let me know who you may have to assist [REDACTED] team on this, that would be appreciated. I suspect it will not be a large time commitment and [REDACTED] would like to reach out next week if possible.

Regards,  
Brett

**Brett Stewart** | Deputy Secretary  
Creative Industries, Sports and Visitor Economy | Department of State Growth  
Level 4, 4 Salamanca Place, Hobart LGPO 536 Hobart, Tasmania, 7001

Out of Scope

[www.stategrowth.tas.gov.au](http://www.stategrowth.tas.gov.au)

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**TEAMWORK | INTEGRITY | RESPECT | EXCELLENCE**

*In recognition of the deep history and culture of this island, I acknowledge and pay my respects to all Tasmanian Aboriginal people; the past, and present custodians of the Land*

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**From:** Limkin, Craig  
**Sent:** Monday, 28 October 2024 2:59 PM  
**To:** Stewart, Brett; **Out of Scope**  
**Subject:** FW: Scope for the Work that we are doing  
**Attachments:** Document1.docx

Hi Both

Here is the original email that I sent the scope to the PO.

Happy to chat  
Cheers  
Craig!

---

**From:** Limkin, Craig  
**Sent:** Tuesday, September 3, 2024 2:01 PM  
**To:** Lovibond, Tim (DPaC) <Tim.Lovibond@dpac.tas.gov.au>; Hollick, Sean (DPaC) <Sean.Hollick@dpac.tas.gov.au>  
**Subject:** Scope for the Work that we are doing

Hi Both

I know you have asked for this. Given Sean request was for "Can we please have some urgent work done on current government policies impact on the hospitality venues across the state in the future. Including, if possible, the jobs per town impacted." This is how we have defined the work

Cheers  
Craig!

**Craig Limkin PSM** (he/him)  
**Secretary - Department of State Growth**  
Level 6, 4 Salamanca Place, Hobart TAS 7000 | GPO Box 536, Hobart TAS 7001  
[www.stategrowth.tas.gov.au](http://www.stategrowth.tas.gov.au)

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*In recognition of the deep history and culture of this island, I acknowledge and pay my respects to all Tasmanian Aboriginal people; the past, and present custodians of the Land.*

**From:** Out of Scope  
**Sent:** Tuesday, 29 October 2024 4:11 PM  
**To:** Limkin, Craig  
**Subject:** FW: Potential scope on EGM reform  
**Attachments:** Deloitte Access Economics\_EngagementLetter\_SEIA\_EGMReform.pdf

Hi Craig,

Are you comfortable with me providing the attached engagement letter to the Minister’s Office for tabling in Parliament?

C

Out of Scope Tourism and Hospitality | Department of State Growth | Out of Scope

**From:** Cheung, Simone <Out of scope@deloitte.com.au>  
**Sent:** Tuesday, October 29, 2024 2:48 PM  
**To:** Thomas, Camilla <camilla.thomas@stategrowth.tas.gov.au>; Hodges, Cedric <Out of scope@deloitte.com.au>  
**Cc:** Liu, Jennifer <Out of scope@deloitte.com.au>  
**Subject:** RE:Potential scope on EGM reform

Hi Camilla,

Please see attached redacted engagement letter.

Cheers, Simone

**Simone Cheung**  
Partner | Health, Human Services & Behavioural Economics | Deloitte Access Economics  
PA Support: Out of scope@deloitte.com.au  
Lvl 46, 50 Bridge Street Sydney NSW 2000  
M: Out of scope  
Out of scope@deloitte.com.au | www.deloitte.com.au

*I am proud to acknowledge I work on the Gadigal lands of the Eora Nation, otherwise known as Sydney.*

**From:** Out of Scope@stategrowth.tas.gov.au>  
**Sent:** Tuesday, October 29, 2024 11:06 AM  
**To:** Cheung, Simone <Out of scope@deloitte.com.au>; Hodges, Cedric <Out of scope@deloitte.com.au>  
**Cc:** Liu, Jennifer <Out of scope@deloitte.com.au>  
**Subject:** [EXT]RE: Potential scope on EGM reform

Thanks, Simone.

As soon as possible would be great. Is 2pm doable?

Out

Out of Scope Tourism and Hospitality | Department of State Growth | Out of Scope



---

**From:** Cheung, Simone <[Out of scope]@deloitte.com.au>  
**Sent:** Tuesday, October 29, 2024 11:04 AM  
**To:** [Out of Scope]@stategrowth.tas.gov.au; Hodges, Cedric <[Out of scope]@deloitte.com.au>  
**Cc:** Liu, Jennifer <[Out of scope]@deloitte.com.au>  
**Subject:** RE:Potential scope on EGM reform

Hi [Out of Scope]

We spoke internally on this yesterday and we are preparing a redacted version of the engagement letter to exclude anything commercial in confidence. What time do you need this by?

Cheers, Simone

**Simone Cheung**  
Partner | Health, Human Services & Behavioural Economics | Deloitte Access Economics  
PA Support: [Out of scope]@deloitte.com.au  
Lvl 46, 50 Bridge Street Sydney NSW 2000  
M: [Out of scope]  
[Out of scope]@deloitte.com.au | [www.deloitte.com.au](http://www.deloitte.com.au)

*I am proud to acknowledge I work on the Gadigal lands of the Eora Nation, otherwise known as Sydney.*

---

**From:** [Out of Scope]@stategrowth.tas.gov.au>  
**Sent:** Monday, October 28, 2024 4:48 PM  
**To:** Hodges, Cedric <[Out of scope]@deloitte.com.au>; Cheung, Simone <[Out of scope]@deloitte.com.au>  
**Subject:** [EXT]RE: Potential scope on EGM reform

Apologies, Cedric and Simone, I forgot to say that Parliament is sitting tomorrow so any advice that can be provided re the release of the Terms ASAP would be appreciated.

[Out of Scope] Tourism and Hospitality | Department of State Growth [Out of Scope]

---

**From:** [Out of Scope]  
**Sent:** Monday, October 28, 2024 4:42 PM  
**To:** [Out of scope]@deloitte.com.au; [Out of scope]@deloitte.com.au; [Out of scope]@deloitte.com.au  
**Cc:** Limkin, Craig <Craig.Limkin@stategrowth.tas.gov.au>; Stewart, Brett <Brett.Stewart@stategrowth.tas.gov.au>  
**Subject:** RE: Potential scope on EGM reform

Hi Cedric and Simone,

Thanks for the chat just now – hoping you can advise whether there are any commercial in confidence concerns around tabling the full engagement letter to Parliament?

If there are, perhaps you can provide the Terms of Services as a document that is appropriate for publishing. I believe our Right to Information Officers have advised that all emails would be subject to a public release request unredacted but wanted to check with you re the contract specifically.

Thanks,

[Out of Scope]

[Out of Scope] Tourism and Hospitality | Department of State Growth [Out of Scope]

4 October 2024

[REDACTED]

## Social and Economic Impact of the proposed reforms to Electronic Gaming Machine (EGM) use in Tasmania

Thank you for asking Deloitte Access Economics to assist the Department of State Growth (DSG or “you”) with a social and economic impact analysis of the proposed reforms to EGM use in Tasmania. This letter and our standard terms and conditions (the “Terms”) which are enclosed with this letter set out the basis on which we will provide our services to you.

### 1 Our engagement

The Tasmanian government is planning reform to the use of Electronic Gaming Machine (EGM) use in Tasmania which have been detailed in a recently released consultation paper. You have asked us to prepare a detailed social and economic impact analysis, covering the proposed reforms to Electronic Gaming Machine (EGM) use in Tasmania (the “Services”). The Services we will provide are described in more detail in Section 3 of this letter.

We understand this report will be used to inform and educate stakeholders about the potential social and economic impacts of the reforms (the “Purpose”). These stakeholders include all levels of Government, industry and the broader public.

The scope of our engagement is limited to the matters set out in this letter. So that we are able to assist you effectively, please ensure that you are satisfied with the scope of our engagement and the Services we will provide are sufficient for your needs.

### 2 Our team

[REDACTED] is the Partner responsible for delivery of the Services. [REDACTED] is the Partner who will lead the modelling workstream and [REDACTED] will be the Quality Assurance Partner. [REDACTED] will be the Engagement Director, with [REDACTED] leading the modelling workstream. [REDACTED] will be the Engagement Manager and day-to-day contact. This core team will be supported by a pool of suitably qualified analysts as required.

### 3 Our services

At the outset of this project, we would hold an **inception meeting** with key personnel from Deloitte Access Economics and DSG. In this meeting we would reaffirm project context and goals, share relevant data and discuss our approach to the analysis, and confirm project governance, regular meeting cadence, timelines and sensitivities.

Following the inception meeting our Services will be conducted in phases as follows.

Deloitte Access Economics is Australia’s pre-eminent economics advisory practice and a member of Deloitte’s global economics group. For more information, please visit our website: [www.deloitte.com/au/deloitte-access-economics](http://www.deloitte.com/au/deloitte-access-economics)

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## Phase 1: Gathering the views of key stakeholders

In this phase we will conduct consultation to gauge the views of key stakeholders, include large organisations, peak bodies and a sample of regional venues. We will be guided by you on the specific stakeholders with which we consult but can commit to a maximum of 8 sessions. To the extent possible we will conduct these sessions in-person, however, where that is not possible, given the tight timeframes of the project and regional base of some stakeholders, we will conduct them virtually.

## Phase 2: Understanding how gambling behaviour might change

This phase will draw on available literature to understand what effect the reforms are likely to have on reducing the use of EGMs, and to what extent there is a move towards other forms of gambling.

We would undertake a detailed literature review to understand the extent of potential shifts between gambling modes – whether EGM players would play less, whether they'd substitute to other types of gambling, and whether these have the same propensity for high-risk gambling.

## Phase 3: Estimating the degree to which harm will be minimised

In this phase we will leverage the substitution impacts that would be estimated in phase 2 (described above) – namely the change in spending on EGMs towards other types of gambling and/or other types of consumption not relating to gambling. Using these substitution effects we will use two channels to consider the social impact:

- Option 1 would consider the substitution towards gambling activities that are less likely to result in harm (as measured by the Problem Gambling Severity Index (PGSI)). For example, if substitution from EGM towards sports betting results in a lower average PGSI score, this will result in savings from a social and wellbeing perspective (see costing below). Alternatively, if the move to cashless gaming results in safer gambling behaviours while using EGMs (i.e. through the introduction of limits and/or mandatory breaks) then the average PGSI score may reduce this way. We would be measuring a change in PGSI and the resultant social and wellbeing savings derived below.
- Option 2 would look at the total change in gambling spend and the average relationship between gambling spending and social harm. If the policy reduced overall gambling spend, this approach would demonstrate additional savings from a social impact perspective.

## Phase 4: Assessing the likely flow-on economic impacts

Based on the findings in phase 2 and 3 of this work, we will model the potential economy-wide impacts of the reform using our in-house Computable General Equilibrium (CGE) model. The model would be calibrated to represent the Tasmanian economy, split into 15 discrete regions (lining up with SA3s) and sectors, with particular focus on those directly affected like Accommodation and Food Service, Public Administration and Defence, etc. The model would be calibrated to a baseline path which follows the official Tasmanian government forecast/projections. We would then simulate the impact of changes to EGM use and associated in-venue activity (proxied through recreation services) alongside any potential uplift in activity associated with a shift in consumption to non-gambling goods and services. Depending on the findings available, the modelling could also include the avoided cost from reduced problem gambling.

## Phase 5: Reporting

This project will culminate in the delivery of:

- A **Deloitte Access Economics branded, public facing report** demonstrating the social and economic impacts of the proposed reforms to EGM use.
- An **executive presentation of main findings**. The presentation will be shared with DSG as part of the deliverables.

The report will incorporate a one-page graphic and visualisations summarising key findings. It will be written with a broad audience in mind, and will include a clear and transparent description of the methodology.

We will provide DSG with a draft report for comment. Once feedback is received on the draft report, we will address the comments and proceed to finalise the report. We will work closely with DSG, ensuring that final deliverables match your objectives.

The beginning and the end of the report will include content which clearly outlines the scope of this report, and the limitations and interpretation of the modelling framework and results. In this content, we will acknowledge that the report is an social and economic impact study, and as such, it does not seek to characterise or estimate regulatory impacts, fiscal impacts or present the findings in a Benefit-Cost Framework.

Any work we provide to you may be used only by you for the Purpose and in the manner described in the Terms.

## 4 Your responsibilities

In addition to the responsibilities which are described in the Terms, you are responsible for:

- Timely provision of existing data, modelling, research and other documentation as requested, including confirmation of the stakeholders list.
- Ongoing participation in project meetings and prompt responses to any queries or requests for information.
- Prompt review of the draft report and provision of consolidated feedback to inform the final deliverable.

You acknowledge that our ability to deliver the Services is dependent on you meeting your responsibilities, as well as you providing us with instructions and making timely decisions.

## 5 Our Fees & Timing

### 6.1 Fees

Our fixed fee for the Services will be [REDACTED]. This fee includes the cost of the research. The fees charged by us reflect the seniority and expertise of the staff involved as well as factors such as the time spent on the Services and the complexity of the Services.

### 6.2 Expenses

We will charge you, at cost, for all other expenses we incur in providing the Services to you. The types of expenses we may incur on this matter include graphic design fees, or travel costs to meet with you or with relevant stakeholders. We will seek your prior approval before incurring such expenses.

### 6.3 Billing

We will invoice for 50% of the agreed fees on commencement of the work, 25% on delivery of the draft report, and 25% plus any additional expenses incurred, upon finalisation of all deliverables. Our invoices will be addressed to and paid by the Department of State Growth, unless you tell us otherwise.

### 6.4 Timing

The services covered here will be delivered over an eight-week period in which we plan to complete all phases including delivery of a draft report for comment within six weeks of commencement.

### 6.5 Variations

For additional work, which is outside the scope of the Services, we will agree the scope of work with you before providing those services.

## 7 Project assumptions

The scope of the Services and the fee structure has been prepared on the following assumptions:

- There are no undue complications or delays in providing the Services
- The scope of work and the Services are the same as those which are outlined in this letter
- You meeting your responsibilities as outlined in this letter and the Terms in a timely manner.

- We will assume that the Information provided is true, correct and complete and not misleading. If this is not the case, or the Information changes after we receive it, then our Work may be incorrect or inappropriate for you.
- Our Work will be based on the prevailing laws, regulations and professional standards in effect at the date of the Work
- We reserve the right to revise any opinion or conclusion in our analysis if material information becomes known to us after the report is issued.

If these assumptions are wrong or the circumstances change then we may need to change the scope of the Services, vary the Fees or extend the timeframes for completion.

## 8 Acceptance

Please confirm that you agree to these terms by signing, dating and returning the enclosed copy of this letter to us. Please contact me if you would like to discuss this letter and the terms of engagement with us. We look forward to working with you.

Yours sincerely



Partner  
Deloitte Access Economics Pty Ltd

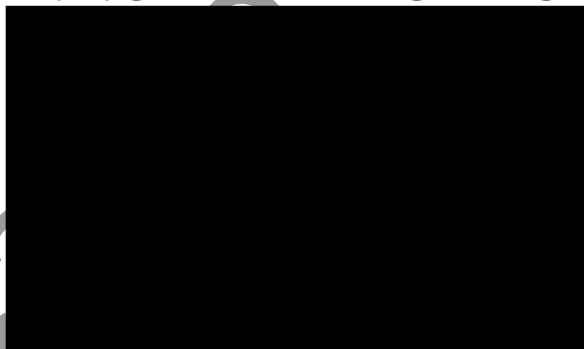
The Department of State Growth (DSG) agrees to the terms of this Agreement. Signed for an on behalf of DSG by its duly authorised representative:

Signature:

Name:

Title:

Date:



---

**From:** Secretary  
**Sent:** Thursday, 31 October 2024 8:52 AM  
**To:** Cairney, Jenna; Stewart, Brett  
**Cc:** Economic Development Admin; Creative Industries, Sport and Visitor Economy - Mail  
**Subject:** For Urgent Update : D24/244451/3 : Action List - Minister for Trade and Major Investment Tourism and Hospitality - 2 October 2024  
**Attachments:** Action List - Minister for Trade and Major Investment Tourism and Hospitality - 2 October 2024.tr5  
**Importance:** High

Hi Jenna and Brett

Please see the action list for Minister for Trade and Major Investment Tourism and Hospitality for tomorrow's meeting. Can you please urgently update the action on Facial Recognition? Apologies for the late request as I didn't realise it required update.

Thank you



-----< Content Manager Record Information >-----

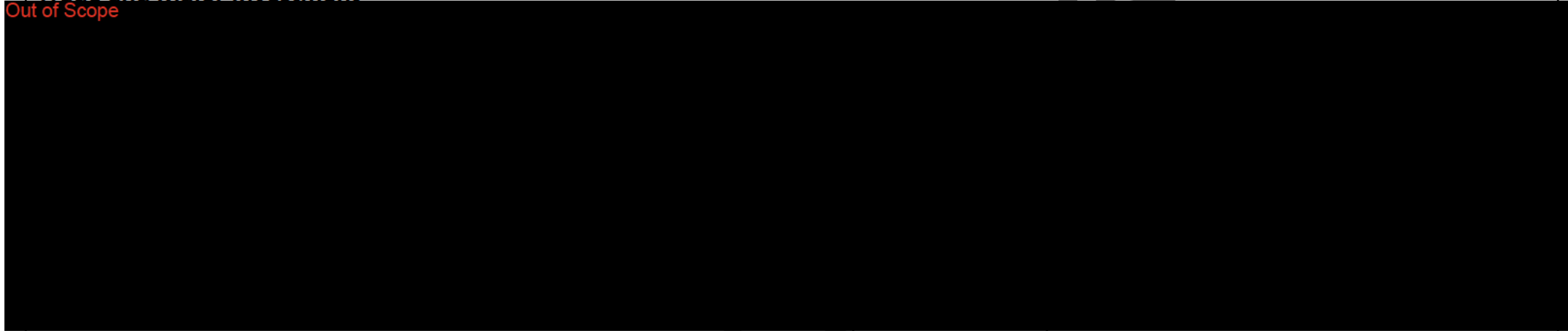
Record Number: D24/244451/3

Title: Action List - Minister for Trade and Major Investment Tourism and Hospitality - 2 October 2024

Released Under RTI

Meeting Date	Agenda Item	Action	Action Officer(s)	Status/Comment
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**Trade and Major Investment**



Out of Scope

2/10/24	<b>Other – Facial Recognition</b>	Provide a status update on facial recognition to PO	B Stewart J Cairney	DSG has initiated a piece of work and gathered information to analyse issues associated with implementation of facial recognition technology in the gaming context. Advice to be provided to the Premier. Further information on timeframe to be provided at next meeting.
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Released

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**From:** Limkin, Craig  
**Sent:** Wednesday, 30 October 2024 11:24 AM  
**To:** **Out of Scope**  
**Subject:** RE: Potential scope on EGM reform ^

Thanks I am comfortable  
C!

---

**From:** **Out of Scope** @stategrowth.tas.gov.au>  
**Sent:** Tuesday, October 29, 2024 4:11 PM  
**To:** Limkin, Craig <Craig.Limkin@stategrowth.tas.gov.au>  
**Subject:** FW: Potential scope on EGM reform

Hi Craig,

Are you comfortable with me providing the attached engagement letter to the Minister's Office for tabling in Parliament?

C

**Out of Scope** Tourism and Hospitality | Department of State Growth | **Out of Scope**

Duplicate





DATE	WHERE	WHO	WHAT
29/10/2024	Tasman Room Wrest Point	Minister Howlett	attend 2024 Federal Hospitality Partner Awards
31/10/2024	Hobart-4 Salamanca Place-Level 5-5S2.08 Minister Howlett Suite	Minister Howlett, Robert Mallet Tasmanian Small Business Council	stakeholder introductory meeting: new Minister

Released under RTI

---

**From:** Limkin, Craig  
**Sent:** Friday, 1 November 2024 10:39 AM  
**To:** Taskunas, Vince (DPaC)  
**Subject:** Deloitte EGM First Part Report  
**Attachments:** Review&Frame-Deloitte-EGMReform-Oct24[23].pdf

Hi Vince,

As you are aware, the former Minister for Hospitality requested DSG undertake analysis of current government policies impact on the hospitality venues across the state in the future. Including, if possible, the jobs per town impacted. We prepare a 4-part scope and we were advised to focus on the EGM scope as the first part (noting that some other work had already commenced on the other components). The Department has engaged Deloitte to undertake this work and the first deliverable is attached (which is a literacy review and how they are going to calculate the economic impact of change player behaviour. This framework is also how they are/have built the model to do the calculation on jobs impact per LGA (can't be done per town)).

Following conversations with the Premier Office in late September 2024, we updated the Deloitte work to include targeted consultation with stakeholders to inform the economic modelling and include various data input impact on community, jobs etc. This consultation process will commence next week and includes THA, TACOSS, Sporting Groups, RSL, Goodstone Group, Non-EGM Venues, and other Government stakeholders.

Happy to discuss further should you wish.

Cheers  
Craig!

**Craig Limkin PSM** (he/him)  
**Secretary - Department of State Growth**  
Level 6, 4 Salamanca Place, Hobart TAS 7000 | GPO Box 536, Hobart TAS 7001  
[www.stategrowth.tas.gov.au](http://www.stategrowth.tas.gov.au)

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---

**From:** Limkin, Craig  
**Sent:** Friday, 1 November 2024 11:18 AM  
**To:** Swain, Gary  
**Subject:** RE: Access to Underlying Data Deloitte

Out of Scope



**From:** Limkin, Craig <[Craig.Limkin@stategrowth.tas.gov.au](mailto:Craig.Limkin@stategrowth.tas.gov.au)>  
**Sent:** Friday, November 1, 2024 9:52 AM  
**To:** Swain, Gary <[Gary.Swain@treasury.tas.gov.au](mailto:Gary.Swain@treasury.tas.gov.au)>  
**Cc:** Stewart, Brett (StateGrowth) <[Brett.Stewart@stategrowth.tas.gov.au](mailto:Brett.Stewart@stategrowth.tas.gov.au)>  
**Subject:** Access to Underlying Data Deloitte

Hi Gary

Further to our discussion about Deloitte's Review – Deloitte have asked whether they can get access to the survey results to help inform their analysis of the following document - <https://www.treasury.tas.gov.au/Documents/Fifth%20SEIS%20Volume%201%20-%20Industry%20Trends%20and%20Impacts.PDF>

Can your team please facilitate this?

Please let me know.

Cheers  
Craig!

**Craig Limkin PSM** (he/him)  
**Secretary - Department of State Growth**  
Level 6, 4 Salamanca Place, Hobart TAS 7000 | GPO Box 536, Hobart TAS 7001  
[www.stategrowth.tas.gov.au](http://www.stategrowth.tas.gov.au)

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*In recognition of the deep history and culture of this island, I acknowledge and pay my respects to all Tasmanian Aboriginal people; the past, and present custodians of the Land.*

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**From:** Limkin, Craig  
**Sent:** Friday, 1 November 2024 10:58 AM  
**To:** Morgan-Wicks, Kathrine (DPaC)  
**Subject:** FW: Deloitte EGM First Part Report-  
**Attachments:** Review&Frame-Deloitte-EGMReform-Oct24[23].pdf

FYI given our discussion tomorrow.

Craig!

---

**From:** Limkin, Craig  
**Sent:** Friday, November 1, 2024 10:39 AM  
**To:** Taskunas, Vince (DPaC) <Vince.Taskunas@dpac.tas.gov.au>  
**Subject:** Deloitte EGM First Part Report

duplicate



**From:** Limkin, Craig  
**Sent:** Friday, 1 November 2024 9:48 AM  
**To:** Hodges, Cedric  
**Cc:** Cheung, Simone; [Out of Scope]; [Out of Scope]; Stewart, Brett  
**Subject:** RE: Draft framework for assessing the likely social and economic impacts of EGM reform

Hi Cedric

Thank you for the report. We are broadly comfortable with the report and are currently seeking comments from the team but please proceed on the basis. I am also seeking the data you have requested from Treasury. Further to our discussions, I understand that Federal Group has reached out to provide data as well from their survey of patrons and I am comfortable for you to include this as one data source of the review. Noting that the review should consider a lot more survey including the conduction of its own.

Please let me know if you need anything else.

Regards  
 Craig!

**Craig Limkin PSM (he/him)**  
**Secretary - Department of State Growth**  
 Level 6, 4 Salamanca Place, Hobart TAS 7000 | GPO Box 536, Hobart TAS 7001  
[www.stategrowth.tas.gov.au](http://www.stategrowth.tas.gov.au)

Courage to make a difference through:  
**TEAMWORK | INTEGRITY | RESPECT | EXCELLENCE**

*In recognition of the deep history and culture of this island, I acknowledge and pay my respects to all Tasmanian Aboriginal people; the past, and present custodians of the Land.*

---

**From:** Hodges, Cedric <[Out of scope]@deloitte.com.au>  
**Sent:** Tuesday, October 29, 2024 4:11 PM  
**To:** Limkin, Craig <Craig.Limkin@stategrowth.tas.gov.au>  
**Cc:** Cheung, Simone <[Out of scope]@deloitte.com.au>; [Out of Scope]@deloitte.com.au; [Out of Scope]@deloitte.com.au  
**Subject:** Draft framework for assessing the likely social and economic impacts of EGM reform

Hi Craig,

I've attached our preliminary literature review; alongside the analytical framework we sent you last week. I've also attached an invoice consistent with commencement of the project and the schedule set out in our engagement letter.

Can I double check with you whether we're able to get access to the data underlying the survey linked in the email below? Can I also confirm that you're comfortable with us contacting Federal Group to access the data from the survey they conducted of patrons last year?

The next step from our end will be to finalise the project plan including proposed stakeholder consults/questions. That process will likely produce more literature, and additional data sets we can use to calibrate our model to best represent the likely response of Tasmanian households and businesses in response to the proposed changes.

If you have any questions in the meantime, please don't hesitate to reach out.

Kind Regards,

Cedric Hodges

M: [Out of scope](#) [@deloitte.com.au](#)

---

**From:** Hodges, Cedric <[Out of scope](#) [@deloitte.com.au](#)>

**Date:** Friday, 25 October 2024 at 8:57 AM

**To:** Limkin, Craig <[Craig.Limkin@stategrowth.tas.gov.au](#)>

**Cc:** Cheung, Simone <[Out of scope](#) [@deloitte.com.au](#)>, [Out of scope](#) [@deloitte.com.au](#)>, [Out of scope](#) [@deloitte.com.au](#)>

**Subject:** Draft framework for assessing the likely social and economic impacts of EGM reform

Hi Craig,

I've attached a draft framework for assessing the likely social and economic impacts of EGM reform. We are in the process of drafting the accompanying slides which step out the preliminary findings from the literature, and how they have shaped this framework. We are aiming to share this with you on Monday.

As flagged in our call earlier the week, it would be great for us to get access to the [Fifth Social and Economic Impact Study of Gambling in Tasmania 2021](#) survey results to help inform our analysis. Do you know if that data can be made available as part of this project?

Happy to discuss,  
Cedric

Cedric Hodges

Partner | Deloitte Access Economics

8/22-26 Elizabeth St, Hobart, TAS, 7000

M: [Out of Scope](#) | [Out of scope](#) [@deloitte.com.au](#)

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**From:** Limkin, Craig  
**Sent:** Saturday, 2 November 2024 8:59 AM  
**To:** Swain, Gary  
**Cc:** Stewart, Brett; Craig Limkin International  
**Subject:** FW: Deloitte EGM First Part Report  
**Attachments:** Review&Frame-Deloitte-EGMReform-Oct24[23].pdf

Hi Gary

As you are aware, the former Minister for Hospitality requested DSG undertake analysis of current government policies impact on the hospitality venues across the state in the future. Including, if possible, the jobs per town impacted. We prepare a 4-part scope and we were advised to focus on the EGM scope as the first part (noting that some other work had already commenced on the other components). The Department has engaged Deloitte to undertake this work and the first deliverable is attached (which is a literacy review and how they are going to calculate the economic impact of change player behaviour. This framework is also how they are/have built the model to do the calculation on jobs impact per LGA (can't be done per town)).

As we discussed on the phone, it would be great if DSG (Brett whose Hospitality team is leading) and your team in gaming can collaborate on this and in the spirit of this we would welcome your team providing any comments on this report by Wednesday next week. I have also asked Deloitte to have a detail session with your team this week.

Happy to discuss further should you wish.

Cheers  
Craig!

**Craig Limkin PSM** (he/him)  
**Secretary - Department of State Growth**  
Level 6, 4 Salamanca Place, Hobart TAS 7000 | GPO Box 536, Hobart TAS 7001  
[www.stategrowth.tas.gov.au](http://www.stategrowth.tas.gov.au)

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---

**From:** Limkin, Craig  
**Sent:** Friday, 1 November 2024 9:50 AM  
**To:** Stewart, Brett  
**Subject:** FW: Draft framework for assessing the likely social and economic impacts of EGM reform  
**Attachments:** Review&Frame-Deloitte-EGMReform-Oct24[23].pdf; Deloitte Invoice\_8005301113.pdf

Hi Brett

**Out of scope** – I have read the report and I am broadly comfortable but would welcome your thoughts on this.

Cheers  
Craig!

---

**From:** Hodges, Cedric **Out of scope**@deloitte.com.au>  
**Sent:** Tuesday, October 29, 2024 4:11 PM  
**To:** Limkin, Craig <Craig.Limkin@stategrowth.tas.gov.au>  
**Cc:** Cheung, Simone **Out of scope**@deloitte.com.au>; **Out of scope**@deloitte.com.au>; **Out of scope**@deloitte.com.au>  
**Subject:** Draft framework for assessing the likely social and economic impacts of EGM reform

duplicate





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**From:** Limkin, Craig  
**Sent:** Wednesday, 13 November 2024 11:24 AM  
**To:** Cairney, Jenna  
**Subject:** FW: CABINET IN CONFIDENCE  
**Attachments:** DRAFT - Cabinet Minute - Gaming - Minister for Hospitality - FINAL DRAFT FOR MINISTER 7\_11-24.docx

Hi Jenna

Draft cabinet minute that the MO wrote to help you

Happy to chat  
Craig!

-----Original Message-----

**From:** Taskunas, Vince <Vince.Taskunas@dpac.tas.gov.au>  
**Sent:** Wednesday, November 13, 2024 11:09 AM  
**To:** Limkin, Craig <Craig.Limkin@stategrowth.tas.gov.au>  
**Subject:** CABINET IN CONFIDENCE

Your message is ready to be sent with the following file or link attachments:

DRAFT - Cabinet Minute - Gaming - Minister for Hospitality - FINAL DRAFT FOR MINISTER 7\_11-24

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

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### 3. Background

#### 3.1. 2018 Election Policy

- 3.1.1. At the 2018 election the Tasmanian Liberals released a gaming policy to support jobs and free choice. Gambling is a lawful form of entertainment; the industry makes a positive contribution to the economy and is a major employer and supports regional jobs.
- 3.1.2. The policy ended the Federal Hotels monopoly, and moved to an individual venue licence model where clubs and pubs own and operate their own machines.
- 3.1.3. The policy position on gaming was to not shut down pubs or clubs by removing all their machines, and committed to facilitate a sustainable industry that supports freedom of choice, minimises harm and supports jobs.

#### 3.2. 2022 Ministerial Direction.

- 3.2.1. In 2022, the then Treasurer issued a Ministerial Direction to the Tasmanian Liquor and Gaming Commission (Commission) to implement a PCG system for EGMs. The key components of the Government's Direction for EGMs in Tasmania are:
  - 3.2.1.1. a common statewide player account (which could be characterised as a 'permit to play') for all EGM play, regardless of venue and venue type (hotel, club or casino) or of players' individual circumstances.
  - 3.2.1.2. default pre-commitment limits with a simple change process up to a set limit;
  - 3.2.1.3. a comprehensive process to increase pre-commitment above the set limit; and
  - 3.2.1.4. statewide cashless gaming.

#### 3.3. 2024 Election Policy

- 3.3.1. The Tasmanian Liberals then took a policy to the 2024 state election committing to poker machine harm reduction, while also providing the opportunity for people to exercise their free choice.
- 3.3.2. In the election policy it was made clear that implementing a PCG system was complex, and the development and implementation may take more time than originally anticipated.
- 3.3.3. The election policy included a commitment to implement a number of new poker machine harm reduction initiatives, including:
  - 3.3.3.1. Examining the option of implementing Automatic Responsible Gambling Systems (ARGS), including looking at other jurisdictions where capability is built into EGM software for detecting potential

problem gambling behaviour in real time, enabling more direct intervention.

3.3.3.2. Engaging with venues interested in implementing Facial Recognition Technology (FRT).

3.3.3.3. Maintaining the responsible conduct of gambling competency, every relevant employee would be required to undertake a Responsible Conduct of Gambling course with a registered training organisation every two years, instead of the previous requirement of every five years.

3.3.3.4. Committing \$100,000 to promote awareness of the Gambling Exclusion Scheme which includes third party exclusion. This includes paid digital and traditional media advertising, as well as in-venue.

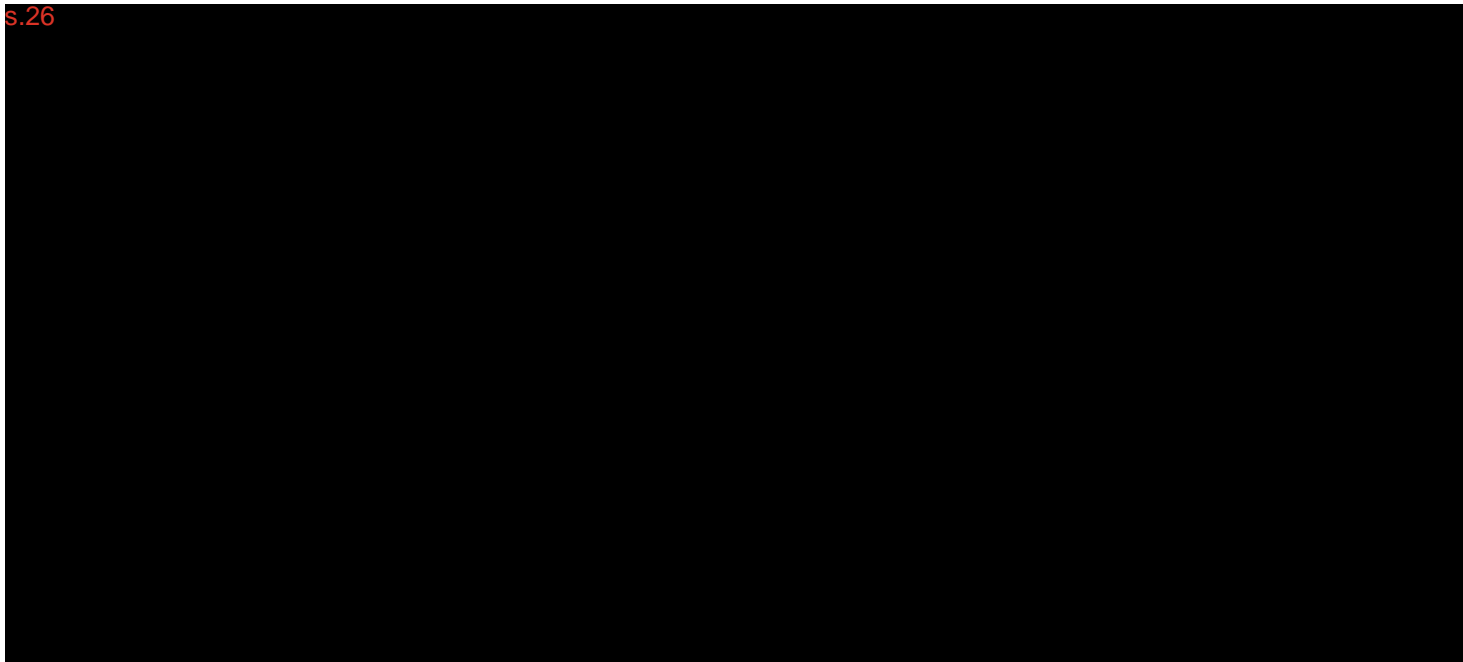
3.4. There are currently 92 hotels and clubs (out of 141 total licensed venues) that are authorised to operate gaming machines in Tasmania (as of 30 June 2024) and 2,270 EGMs. In addition, there are two casinos that operate 988 EGMs.

3.5. Tasmanian Social and Economic Impact Studies (SEIS) reveal that around 2 per cent of the adult population are categorised as either 'moderate risk gamblers' or 'problem gamblers', as measured by the Canadian Problem Gambling Index. Note, that is 'all' gamblers, not just EGM players alone.

3.6. The current EGM policy captures and limits all EGM users: all recreational players, not just problem gamblers.

3.7. This reform will require EGM players to preload money onto their player account and set loss limits. Players will be assigned default loss limits of \$100 per day, \$500 per month and \$ 5,000 per year and can select lower or higher limits after registration.

3.8. Limits can be decreased at any time. A higher limit may be set should the player choose to, following consideration of their capacity to sustain the loss by government officers or contractors. Once any limit is reached, the player will be unable to play any EGM until the next limit period starts.



[Signature]

Hon Jane Howlett

**Minister for Small Business and Hospitality**

Date signed: Click or tap to enter a date.

Released under /

**From:** Limkin, Craig  
**Sent:** Thursday, 14 November 2024 3:01 PM  
**To:** Taskunas, Vince (DPaC)  
**Subject:** FW: Cabinet in confidence - Cabinet Minute Electronic Gaming Machine Harm Minimisation  
**Attachments:** Cabinet Submission - Cabinet Minute - FINANCE - Electronic Gaming Machine Harm Reduction.DOCX; Cabinet Minute Cover Sheet - Electronic Gaming Machine Harm Reduction.PDF  
**Importance:** High

Hi Vince

As discussed.

Regards  
Craig!

---

**From:** Out of Scope [redacted]@dpac.tas.gov.au>  
**Sent:** Thursday, November 14, 2024 2:59 PM  
**To:** Out of Scope (DPaC) Out of Scope@dpac.tas.gov.au>; Swain, Gary <Gary.Swain@treasury.tas.gov.au>; Limkin, Craig <Craig.Limkin@stategrowth.tas.gov.au>; Morgan-Wicks, Kathrine (DPaC) <Kathrine.Morgan-Wicks@dpac.tas.gov.au>; Out of Scope (DPaC) Out of Scope@dpac.tas.gov.au>  
**Subject:** Cabinet in confidence - Cabinet Minute Electronic Gaming Machine Harm Minimisation  
**Importance:** High

Hi all

Please find attached an updated Cabinet Minute reflecting the comments provided.

I have also attached the Cover Page.

Regards

Out of Scope

[redacted] | Out of Scope  
Policy and Delivery

**Department of Premier and Cabinet**  
Level 7, 15 Murray Street, Hobart TAS 7000  
Phone: +61 Out of Scope  
Out of Scope@dpac.tas.gov.au | [www.dpac.tas.gov.au](http://www.dpac.tas.gov.au)



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### 3. Background

3.1. As part of the Tasmanian Liberal Strong Plan for Tasmania's future the Tasmanian Government has committed to poker machine harm reduction, while also providing the opportunity for people to exercise their free choice, and included the following commitments:

- immediately take further action on reducing poker machine harm, committing \$100,000 to promote awareness of the Gambling Exclusion Scheme which includes third party exclusion, noting that this will:
  - involve paid digital and traditional media advertising, as well as in-venue;
  - allow a person with a close personal interest in the welfare of another, to apply to the Commission for an order to prevent them from gambling for up to three years;
- implement a mandatory card-based gaming system for electronic gaming machines as soon as reasonably practicable;
- implementing such a system is a complex task and as such, the development and full and efficient implementation may take more time than originally anticipated;
- examine the option of implementing Automatic Responsible Gambling Systems (ARGS), including other jurisdictions where capability is built into EGM software for detecting potential problem gambling behaviour in real time, enabling more direct intervention;
- engage with venues interested in implementing Facial Recognition Technology (FRT). The option of implementing an FRT system for identifying excluded individuals could be considered by venues on an individual basis;
- to maintain the responsible conduct of gambling competency, every relevant employee would be required to undertake a Responsible Conduct of Gambling course with a registered training organisation every two years, instead of the current requirement of every five years.

3.2. The commitments seek to balance harm minimisation with freedom of play. The commitment makes clear that implementing a PCG system is complex, and the development and implementation may take more time than originally anticipated.

3.3. Prior to these commitments, the Commission investigated the extent to which FRT and PCG for electronic gaming machines in casinos, hotels and clubs could minimise gambling harm, and provided a report on the outcomes of the investigations. The report found that PCG technology was the most effective way of minimising harm. FRT was not recommended as an effective tool however in the absence of PCG, FRT could be integrated with the Tasmanian Gaming Exclusion Scheme (TGES). It is understood that this would require a significant re-build of the TGES to operationalise this approach.

3.4. The Government responded to the report and at the time the Government's response to the Commission's report was released. The Treasurer, as the responsible Minister, directed the Commission to implement a PCG system with pre-commitment limits and cashless gaming.

3.5. The Commission has been implementing this direction. It is still 13-18 months

away from fully implementing a PCG in hotels and clubs, with implementation in the casinos to follow. The MAX Gaming Delivery Plan report is provided at Attachment 1. s.26

3. s.26

3.

3.

3.9. There are currently 92 hotels and clubs (out of 141 total licensed venues) that are authorised to operate gaming machines in Tasmania (as of 30 June 2024) and 2,270 EGMs. In addition, there are two casinos that operate 988 EGMs.

3.10. The Fifth Social and Economic Impact Study of Gambling in Tasmania 2021 (SEIS) reveals that around 4.5 per cent of people that gamble have serious issues with gambling, being either 'moderate risk gamblers' (3.7 percent) or 'problem gamblers' (0.8 per cent). The SEIS is a survey of approximately 5,000 Tasmanians and successive studies have been used to inform gaming policy since the first study in 2008. These studies highlight that the number of people participating in gambling has decreased in the period from 2007-2017, but the number of people experiencing harm has not.

3.11. The SEIS estimates the total social costs of gambling in Tasmania in 2020 to be between \$48.9 million and \$159.6 million. This is based on the estimated cost of relationship breakdown followed by psychological distress of problem gamblers and their immediate family.

3.12. Support for those experiencing gambling harm is provided directly through the Gambling Support Program (GSP) in the Department of Premier and Cabinet. Indirectly, the cost of harm from gambling also impacts the health budget and social costs.

3.13. The GSP provides a range of support services that comprise the main public health response aimed at preventing and reducing harms from gambling in Tasmania and is funded by the Community Support Fund (CSF).

3.14. As part of the Future Gaming Market reforms, the Government increased the Community Support Levy (CSL) and committed to a doubling of

available funds in the CSF (currently budgeted at an amount of \$8.36 million). Of this, Active Tasmania receives 25 percent of the CSL (around \$2 million), Treasury retains some funds for the Social and Economic Impact Studies and administration (around \$300 000) and the remainder is available for bids (around \$5 million). This funding is currently allocated to the GSP.

3.15. Funding to GSP from the CSF is expected to be around \$5 million in 2024-25.

3.16. The 2024 election commitment maintained the commitment to the PCG and added FRT and ARGS to the suite of harm minimisation initiatives and was silent on pre-commitment limits.

#### 4. Issues and supporting information

s.26





---

**From:** David Glen <[Out of scope]@banktech.com.au>  
**Sent:** Thursday, 19 January 2023 5:24 PM  
**To:** The Premier  
**Subject:** Attention: Departmental Liaison Officer re Cashless Gaming Solution  
**Attachments:** Cashless Gaming Solution -19 January 2023.pdf; POSConnect Cashless Gaming Solution - Tasmania.pdf

Hi

Please find attached a letter to the Premier regarding our innovative cashless gaming solution.

I am confident that our proposed solution will meet the needs of all stakeholders:

1. Seamless experience for recreational players.
2. Deals with the proceeds of Crime and AML/CTF compliance.
3. Delivers enhanced harm minimisation protections.
4. Minimal cost to venues - Integrates with existing gaming systems.
5. "Tried and tested" technology.
6. Scalable, statewide solution.

I would appreciate the opportunity to discuss this further.

Kind regards

DG



David Glen | Group Managing Director  
T +61 [Out of Scope]  
Level 4, 113 Wicks Road, Macquarie Park, NSW 2113  
E [Out of scope]@banktech.com.au | www.banktech.com.au

**From:** The Premier <premier@dpac.tas.gov.au>  
**Sent:** Thursday, 19 January 2023 1:51 PM  
**To:** David Glen <[Out of scope]@banktech.com.au>  
**Subject:** RE: Contact Form

---

CAUTION: This email originated from outside of the organization.

---

Good afternoon David,

I have no record of receiving your first email, was your intent to send it to the Premier of Tasmania or the Premier of New South Wales.

Could I ask you to please resend to the above email address: [premier@dpac.tas.gov.au](mailto:premier@dpac.tas.gov.au)

Many thanks

Kind regards

Departmental Liaison Officer

Office of the Premier, Jeremy Rockliff MP

Premier of Tasmania  
Minister for Health  
Minister for Mental Health and Wellbeing  
Minister for Tourism  
Minister for Trade  
Liberal Member for Braddon

Level 11, 15 Murray Street HOBART TAS 7000  
Phone: **Out of Scope**  
Email: [premier@dpac.tas.gov.au](mailto:premier@dpac.tas.gov.au)  
[www.premier.tas.gov.au](http://www.premier.tas.gov.au)

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**From:** [www.premier.tas.gov.au](http://www.premier.tas.gov.au) <[webmaster@dpac.tas.gov.au](mailto:webmaster@dpac.tas.gov.au)>  
**Sent:** Thursday, 19 January 2023 1:13 PM  
**To:** The Premier <[premier@dpac.tas.gov.au](mailto:premier@dpac.tas.gov.au)>  
**Subject:** Contact Form

David

Glen

113 Wicks Road, Macquarie Park NSW

**Out of scope**

**Out of scope** [@banktech.com.au](mailto:banktech.com.au)

Hi I send a message last week seeking a meeting to discuss our cashless gaming solution and have not had confirmation that my message was received and is being considered. Could you please acknowledge receipt? Many thanks. Kind regards DG

-- automatically generated from [www.premier.tas.gov.au](http://www.premier.tas.gov.au)

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19 January 2023

Mr Jeremy Rockliff MP  
Premier of Tasmania  
**BY EMAIL**

Dear Premier Rockliff

**Re Cashless Gaming Solution**

I am the founder and Managing Director of The Banktech Group Pty Ltd ("Banktech").

Banktech was established in Sydney in 1991 and operates across three major areas:

- the development and supply of gaming machine management systems;
- the supply of payment processing technologies and;
- the supply of payment devices including ATMs and EFTPOS terminals.

Banktech's gaming machine management systems business is operated through UTOPIA Gaming Systems Pty Ltd ("UTOPIA"), a wholly owned subsidiary of Banktech.

UTOPIA currently supplies its gaming machine management systems technology to approximately 1,000 gaming venues in NSW, QLD, ACT and SA. The majority of these venues are hotels and smaller registered clubs. UTOPIA also holds gaming licences in Tasmania.

UTOPIA is currently approved to trial its own digital wallet cashless gaming card solution in NSW accordance with the rules and requirements of the NSW Regulatory Sandbox approval process established by the NSW Independent Liquor and Gaming Authority (ILGA) and Liquor and Gaming NSW ("LGNSW"). We are unlikely to proceed with our digital wallet trial due the reluctance of patrons to complete the sign-up process in the other digital trials.

**POSConnect Payment Kiosk**

In designing our digital solution for the NSW Regulatory Sandbox trial, we developed our **POSConnect** solution that better meets the needs of all gaming industry stakeholders.

Importantly, our **POSConnect** cashless solution eliminates the possibility of gaming machines being used for money laundering or dealing with the proceeds or crime and permits the application of a range of harm minimisation functionality including limit setting, all at minimal cost to the gaming venue.

We submit **POSConnect** is a superior cashless gaming solution because it delivers strong harm minimisation protections, deals with AML/CTF and proceeds of Crime issues and works seamlessly within the venues existing gaming system.

2...

### **POSConect Benefits**

Gaming patrons can only purchase TITO tickets (or Player Cards) at the **POSConect** "point of sale" kiosk using a bank issued debit (not credit) card transaction located outside the gaming room.

**Please find attached to this a simple flow diagram showing the secure and traceable movement of funds within a gaming venue.**

Through existing financial transaction processing technologies that support debit card payments, UTOPIA can apply state-wide transaction and daily limits on a player's debit card gambling purchases as agreed with Tasmanian Gaming Authority.

Implementing **POSConect** will deliver enhanced harm minimisation protections at minimal additional cost to the industry. The majority of individual cardholders will be able to immediately block **POSConect** purchases via their banking app without affecting other non gaming purchases (such as petrol, food and beverages). There would be a minimum 48 hour cooling off period before a player could unblock the availability of these transaction types.

We believe purchasing a **TITO** ticket (or topping up a pleyer card) at the **POSConect** kiosk will be a seamless experience for recreational gamblers and yet will provide enhanced safeguards to those players that may be experiencing problems caused by gambling.

Significantly, because the funds used to purchase the gambling funds are sourced from an established bank account with all applicable "KYC" requirements, a venue is largely insulated from compliance issues relating to the unlawful use of "proceeds of crime" and/or any breaches of the AML/CTF Act 2006 (Cth.)

**Finally apart from the cost associated with installing the POSCoconnect kiosk, there is little or no EGM hardware or software costs to implement the solution on a state-wide basis.**

A trial of **POSCoconnect** could be operational within 45 days from approval by the Tasmanian Gaming Authority.

We are confident a trial of our **POSCoconnect** technology solution will be well received by all stakeholders and we would appreciate discussing how we can move forward on this proposal.

Yours faithfully,

Out of Scope

DAVID GLEN  
Group Managing Director



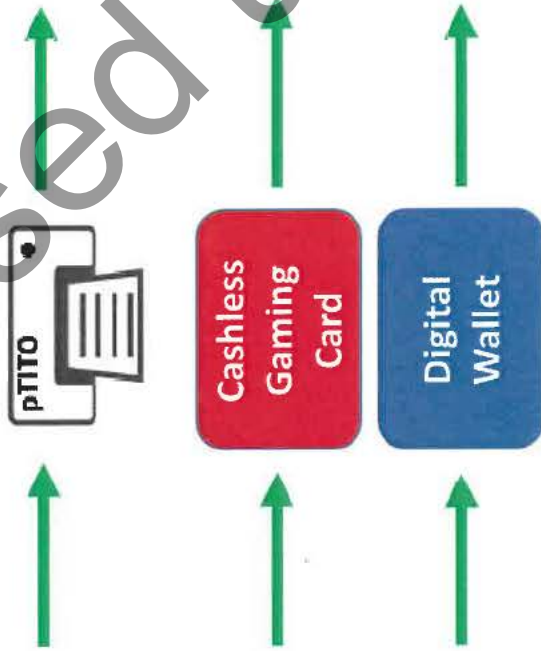
EFTEX centrally manages and verifies the gaming transactions:

- Debit card & PIN are correct.
- Debit card gambling limits are checked (venue and/or statewide)
- Gambling blocks on the debit card.

# HOW POSCONNECT Works

**POSCONNECT Kiosk**  
 Player Options  
 PTITO tickets  
 Player cards  
 Digital wallets

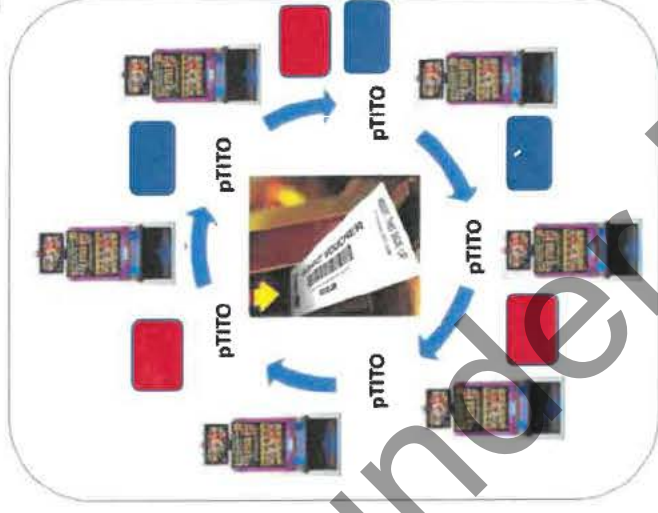
**Gambling funds purchased at POS Kiosk using debit cards only**



POSCONNECT kiosk supports various

player options:

- PTITO tickets
- Cashless Gaming Player cards
- Fund digital wallets



Player funds can be tracked across the gaming floor

Funds are exhausted or can be redeemed at a CRT.



**From:** Out of Scope  
**Sent:** Tuesday, 23 January 2024 5:13 PM  
**To:** The Premier  
**Subject:** FW: Card-based Cashless Gaming with Pre-commitment - Federal Group  
**Attachments:** 23012024 Response Letter to Minister Ferguson.pdf; Customer Behaviour Analysis Abridged Survey Results -Electronic Gaming Machines.pdf; 20240122 Further letter to Federal Group re Deloitte analysis.pdf

**Categories:** SH

**From:** Out of Scope <[redacted]@federalgroup.com.au>  
**Sent:** Tuesday, 23 January 2024 3:58 PM  
**To:** Rockliff, Jeremy <Jeremy.Rockliff@dpac.tas.gov.au>  
**Cc:** Greg Farrell <[redacted]@federalgroup.com.au>; Field, Vanessa <Vanessa.Field@dpac.tas.gov.au>  
**Subject:** RE: Card-based Cashless Gaming with Pre-commitment - Federal Group

Some people who received this message don't often get email from [redacted]@federalgroup.com.au. [Learn why this is important](#)

Dear Premier,

Following our previous correspondence dated 19 January, please find enclosed the Treasurer's response letter dated 22 January 2024, pertaining to our 'Card-based Cashless Gaming with Pre-commitment – Fact Sheet', and the subsequent reply from Greg Farrell (Managing Director and Chief Executive Officer, Federal Group) dated 23 January 2024.

Please also find the attached abridged report titled 'Customer Behaviour Analysis Abridged Survey Results - Electronic Gaming Machines'.

Kind regards,

[redacted]

[redacted]  
[redacted]

M [redacted]  
E [redacted]@federalgroup.com.au  
410 Sandy Bay Road  
Sandy Bay TAS 7005

**From:** Out of Scope  
**Sent:** Friday, January 19, 2024 2:31 PM  
**To:** [jeremy.rockliff@dpac.tas.gov.au](mailto:jeremy.rockliff@dpac.tas.gov.au)  
**Cc:** Greg Farrell <[redacted]@federalgroup.com.au>; [redacted]@dpac.tas.gov.au  
**Subject:** Card-based Cashless Gaming with Pre-commitment - Federal Group

Dear Premier,

For your knowledge, please find enclosed the Treasurer's response letter dated 16 January 2024, pertaining to our 'Card-based Cashless Gaming with Pre-commitment – Fact Sheet', and the subsequent reply from Greg Farrell (Managing Director and Chief Executive Officer, Federal Group) dated 19 January 2024.

Please also find the attached Deloitte Report and Morgan Stanley Report.

Kind regards,

Out of  
S



Out of Scope

M  
E  
Out of scope

@federalgroup.com.au

410 Sandy Bay Road  
Sandy Bay TAS 7005

Released under RTI

23 January 2024

The Hon Michael Ferguson MP  
Treasurer  
Level 10, Executive Building  
15 Murray Street  
Hobart TAS 7001

via email: [michael.ferguson@parliament.tas.gov.au](mailto:michael.ferguson@parliament.tas.gov.au)

Dear Treasurer,

Thank you for your letter of 22 January 2024, and we appreciate the opportunity to further clarify certain points.

We acknowledge Deloitte's well-established reputation for integrity. This reputation led us to engage their services for this research, opting for their expertise over in-house analysis. We firmly believe in impartial and unbiased analysis, and we have complete confidence in Deloitte's capabilities.

The full report referenced in the Fact Sheet was developed for internal use within our organisation to understand the impact of the Tasmanian Government policy on customers as well as a range of other relevant matters related to our customers, as is standard practice for any business. This full report was in a different format to the final narrative report provided by Deloitte and provided to you along with my recent correspondence. This accounts for the discrepancy in references raised in your letter.

I can provide an abridged version of this full report that deals with the specific questions in relation to the proposed Tasmanian Government policy and the responses from survey participants. The report includes the specific questions about likely responses of customers to some of the individual elements of the proposed Tasmanian Government policy. The report details the responses to each of these and then summarises them on page 6, which leads to the figure of 68.7% quoted in the fact sheet.

I can also advise that the survey questions did not cover all the specifics of the proposed policy due to its complexity and the challenge of formulating such questions in a format that would be easy for customers to understand. This is particularly relevant in relation to the question about mandatory pre-commitment and limit setting; if survey participants had been asked the question with the inclusion of the proposed default and maximum limits from the policy then we believe the reaction would have been far more negative than the



responses provided (the proportion of customer who would not continue to play EGMs may therefore be higher than the 68.7% found through the survey).

Attached is a copy of the report "Customer Behaviour Analysis Abridged Survey Results – Electronic Gaming Machines". In the interests of transparency, I am also providing this report (and your letter and this response) to the Premier and his Chief of Staff, and Dean Young MP.

I would also like to reiterate my invitation for you to view facial recognition technology that is being trialled at Wrest Point Casino and the Claremont Hotel. This technology has been demonstrated to be a highly effective tool in supporting harm minimisation.

Yours sincerely,

Out of Scope



**Mr Greg Farrell**  
Managing Director and Chief Executive Officer  
Federal Group

*Attachments:*

Customer Behaviour Analysis Abridged Survey Results – Electronic Gaming Machines

Deputy Premier  
 Treasurer  
 Minister for Infrastructure and Transport  
 Minister for Planning



Level 10, Executive Building, 15 Murray Street, Hobart  
 Public Buildings, 53 St John Street, Launceston  
 GPO Box 123, Hobart TAS 7001  
 Phone: [Out of Scope] email: [Michael.Ferguson@dpac.tas.gov.au](mailto:Michael.Ferguson@dpac.tas.gov.au)

22 January 2023

Mr Greg Farrell  
 Managing Director  
 Federal Group Pty Ltd  
 via email: [Out of Scope] [@federalgroup.com.au](mailto:[Out of Scope]@federalgroup.com.au)

Dear Mr Farrell *gug*

Thank you for your letter dated 19 January 2023, enclosing the research by Morgan Stanley and a document prepared by Deloitte Access Economics entitled "Electronic gaming machine customer insights – survey results" dated September 2023.

It appears that the Deloitte document has been attached in error. Footnote 4 in the "Fact Sheet" is referenced as being from a report dated August 2023 entitled "Customer survey analysis report". The quote referenced does not appear in the document you have provided, and I further note that Footnote 4 references a document that is at least 22 pages long.

Page 8 of the September document you have provided includes details the three questions regarding the Government's proposed reforms that were asked of survey participants. I am concerned that these questions are leading in nature and incorporate details that are not consistent with the policy detail announced by the Government. For example, I am not aware that the Government has ever described linking personal bank account details to player card gaming cards. It is certainly not part of the September 2022 Ministerial Direction to the independent Tasmanian Liquor and Gaming Commission.

In addition, this document does not provide the survey results for the three questions individually, but rather seems to group all the answers into a single chart and conclusion. Without the individual results to the three questions or the broader context of Deloitte's analysis of those results (the August report), it is not possible to form any genuine view of the survey.

To facilitate this, I would need to see the report that was referenced together with the raw data for each of the three questions separated out. I would therefore appreciate a copy of the August 2023 Deloitte report, on receipt of which I will seek advice regarding the range of assertions made in the "Fact Sheet" and to consider those matters carefully.

Yours sincerely

Hon Michael Ferguson MP  
 Deputy Premier  
 Treasurer

Deputy Premier  
 Treasurer  
 Minister for Infrastructure and Transport  
 Minister for Planning



Level 10, Executive Building, 15 Murray Street, Hobart  
 Public Buildings, 53 St John Street, Launceston  
 GPO Box 123, Hobart TAS 7001  
 Phone: (03) 6165 7754; Email: [Michael.Ferguson@dpactas.gov.au](mailto:Michael.Ferguson@dpactas.gov.au)

16 January 2024

Mr Greg Farrell  
 Managing Director  
 Federal Group Pty Ltd  
 via email [out of scope@federalgroup.com.au](mailto:out of scope@federalgroup.com.au)

Dear Mr Farrell

I am in receipt of your document "Card-based Cashless Gaming with Pre-commitment – Fact Sheet", sent to me by your organisation yesterday, 15 January 2023.

Obviously, this document is being circulated among Members of Parliament with a view to change the Government's (and indeed the Tasmanian Parliament's) express wish to see card based play and player loss pre-commitment implemented in Tasmania.

From the outset it is important to note that the Tasmanian Liquor and Gaming Commission is an independent statutory authority, established at law to regulate the gaming industry and to implement any regulatory, integrity and harm minimisation measures it deems necessary.

In particular, the Ministerial Direction issued on 15 September 2023 followed extensive Parliamentary debate and a period of public consultation. Its implementation is now entirely a matter for the Commission, at arm's length from executive government. However the Commission is required to consult industry, which as you would be aware, is currently underway.

It is, of course, your Company's right to advocate for policy outcomes, as it has always done. However, organisations that issue advocacy documents such as the "Fact Sheet" need equally to be prepared back up claims and assertions with evidence. Naturally, I am seeking advice from my Department regarding these matters and will consider these issues and claims. However I note that the first two sentences in your "Fact Sheet" immediately reveal themselves as fictitious by a simple look at the public record and our own diaries.

*Claim: 'The Treasurer's announcement of card-based cashless gaming with pre-commitment in September 2022 came as a complete surprise to the gaming and hospitality industry. Federal Group was provided with just one hour's [your emphasis] notice of the changes prior to the public announcement.'*

The Government announced that it would pursue mandatory precommitment in October 2021 during the Parliamentary debate on the legislation. This was 11 months prior to the September 2022 Ministerial Direction which followed on those commitments.

In those eleven months, industry was informed of proposals and specifically consulted by the Tasmanian Liquor and Gaming Commission. The above assertions are hard to take seriously given Federal Group made a submission to this process in May 2022. This submission was published online. Federal Group, like many in the community, were very well aware of the intention to introduce pre-commitment and

player card gaming, because Federal Group argued against it in its submission to the TLGC four months earlier. These opening claims are simply incorrect.

I am particularly interested in the referenced work by Deloitte in your "Fact Sheet":

*'Federal Group commissioned Deloitte Access Economics to assess the likely impacts of the changes on Tasmanian customers through direct customer interviews. Deloitte concluded that, "In total, 68.7% of customers surveyed said they would not continue to play EGMs if at least one of the proposed reforms were implemented."'*<sup>4</sup>

Footnote 4: Deloitte Access Economics, "Customer survey analysis report," August 2023, p. 22

This claimed conclusion, in quotation marks, is isolated and insufficient in any serious attempt to influence government policy without access to the full report and the context within which the claimed, quoted, conclusion is drawn. One would want to know Deloitte's terms of reference, who they consulted and what actual questions were asked. Importantly, what were the "conclusions" that Deloitte formed and what is the social impact of the options they were asked to examine?

In the interests of a properly informed basis for bringing Deloitte's brand name and influence to bear, I ask that you provide this report to myself and any other MPs to whom the "Fact Sheet" was sent. I am also forwarding your "Fact Sheet" to Deloitte, providing them the opportunity to indicate whether the above quote attributed to it accurately reflects their official advice and position of their consulting brand.

Regarding the other assertions made in the document, I will seek advice from the Commission and consider those matters carefully.

The Tasmanian Liberal Government has enjoyed a strong working relationship with Federal Group over many years. When your company has been under attack, as Treasurer and previously as Minister for Finance I have defended it as a good contributor in many ways to the community and our economy. It is with this backdrop of goodwill and seeking better outcomes for our community that I record my personal disappointment with this recent intervention, with incorrect claims. They are further surprising in the context of the significant additional revenues that your gaming hotels have been enjoying since 1 July 2023 as a result of the first tranche of reform.

The Tasmanian Government will continue to work with your company, the gaming industry and the community to allow people the right to continue to gamble, with the most appropriate harm minimisation technologies helping to play a role.

I hope to hear from you soon with regard to the Deloitte report.

Yours sincerely



Hon Michael Ferguson MP  
Deputy Premier  
Treasurer

19 January 2024

The Hon Michael Ferguson MP  
Treasurer  
Level 10, Executive Building  
15 Murray Street  
Hobart TAS 7001

Dear Treasurer

I am writing in response to your letter of 16 January 2024.

I appreciate your letter, and your acknowledgement of our right to advocate for policy outcomes.

I am cautious to get in a “tit for tat” with you about the history of this matter, but I can’t let go unchallenged your claim that the first two sentences in our “Fact Sheet” (your apostrophes) are somehow “fictitious.”

Notwithstanding your claims, it remains fact that Federal Group was provided with just one hour’s notice of the Ministerial Direction (at a meeting that I attended with you on the morning of 15 September 2022), which will have a significant effect upon our business and our thousands of employees, if implemented.

You also state in your letter our gaming hotels have been “enjoying” what you term “significant additional revenues” since 1 July as a result of the first tranche of the reforms.

This is a disappointing statement and more than a little disingenuous, as you know the Federal Group as a whole is projected to be around \$20 million per year worse off - according to your own figures - from the changes. During your second reading speech in the House of Assembly to introduce the Gaming Control Amendment Bill you stated that “the loser will be the Federal Group which is estimated to be \$20 million per annum worse off when its 50 year monopoly over gaming in Tasmania comes to an end on 30 June 2023” (House of Assembly Hansard, 14 October 2021, pg. 55).

As per the request in your letter, I am providing a copy of the final report prepared by Deloitte. In the interests of transparency, I am also providing this report (and your letter and this response) to the Premier and his Chief of Staff, and Dean Young MP.

The Deloitte report is included as an attachment to this letter. I have included below a statement from Deloitte about the confidentiality of this information and to ensure that it is not publicly released without prior approval.

*“We agree that a copy of our Final Report “Electronic gaming machine customer insights – survey results” dated September 2023 can be provided ... on the basis that our report is treated confidential and should not be shared or distributed without written consent from Deloitte and Federal Group. ... We do not accept any duty of care, liability or responsibility to anyone else (other than the Federal Group) for any purposes.”*

I believe that it is important for you to have the relevant context and I have therefore also included a copy of the report prepared by Morgan Stanley about the potential impacts of the Tasmanian Government’s policy regarding card based cashless gaming with mandatory pre-commitment. I would particularly draw your attention to page 7 of this report where the author states that “we estimate the \$100/day/\$500/month loss limits enacted by the Tasmanian Government to have a -70% impact on revenue”.

It is also disappointing that you have approached Deloitte directly. They were engaged by Federal Group to undertake research and approaching them directly in relation to this matter appears inappropriate. In over 35 years of corporate life and many engagements of professional services firms to undertake work on our behalf, I have never experienced a government or anyone else approaching the firm directly in this way.

I would be happy to discuss this issue further should you have any questions.

I would similarly be very keen to be apprised of any modelling that the Treasury might have undertaken of the effects of these changes upon pubs and clubs, should such modelling exist.

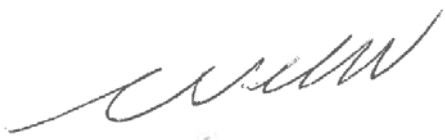
As you have noted in your letter, we have had a long-standing, strong working relationship with the Liberal Government of which you are a member, and we have appreciated your public support when appropriate.

Like you, we share the belief that people should be accorded the right to continue to gamble, and I am encouraged by your statement about *“the most appropriate harm minimisation technologies helping to play a role”*.

As you would be aware, facial recognition technology has advanced rapidly in the past 18 months (and continues to evolve quickly) and I would like to invite you to visit either the Wrest Point Casino or Claremont Hotel to view first hand the efficacy and non-invasiveness of our facial-recognition technology in action.

Please let me know if you would like to accept this offer, and we will make an arrangement at the earliest opportunity.

Yours sincerely



**Mr Greg Farrell**

Managing Director and Chief Executive Officer  
Federal Group

*Attachments:*

Deloitte September 2023 – electronic gaming machine customer insights (survey results)  
Morgan Stanley Research February 2023 – Endeavour Group Ltd; cash to card?

Released under RTI

**From:** [Out of Scope]@federalgroup.com.au  
**Sent:** Monday, 6 February 2023 12:27 PM  
**To:** [Out of Scope]  
**Subject:** FW: CONFIRMED | Meeting with Greg Farrell, Managing Director and CEO - Federal Group, Wednesday 1 March 2023, Ref#MIN23/1674

Hello [Out of Scope] 😊

I have added the information below for the upcoming meeting with the Premier on Wed, 1 March at 5.30pm

Do I need to follow up on any further info for you?

Thank you

Regards, [Out of Scope]



[Out of scope]  
 P  
 M  
 E  
 [Out of scope]@federalgroup.com.au  
 410 Sandy Bay Road  
 Sandy Bay TAS 7005

**From:** [Out of Scope]@dpac.tas.gov.au  
**Sent:** Friday, 3 February 2023 5:53 PM  
**To:** [Out of Scope]@federalgroup.com.au  
**Subject:** CONFIRMED | Meeting with Greg Farrell, Managing Director and CEO - Federal Group, Wednesday 1 March 2023, Ref#MIN23/1674

Hi [Out of scope]

Thank you for confirming the best date and time for Greg to meet with the Premier.

I am pleased to advise that the Premier, the Hon Jeremy Rockliff MP, has agreed to your request for a meeting noting the following:

- Date – Wednesday 1 March 2023
- Time – 5.30pm to 6.00pm (30 minute meeting)
- Location – Premier’s Office, Parliament House, Hobart

As this meeting is being held on a Parliament sitting day, Greg will need to present to the security desk to receive his visitor pass and then someone from the Premier’s Office will take him through to the meeting room I have booked.

Due to Parliamentary proceedings, there is a possibility the Premier may be called into the Chamber during the meeting or become unavailable to attend at short notice. Should this occur the meeting will remain as scheduled and will continue with the Premier’s Deputy Chief of Staff, Barb McGregor. Of course, I can look to reschedule if required and I will remain in contact on the day should an adjustment need to be made. I appreciate your understanding.

Please confirm the above time, date and location is suitable.



Could you please also provide the following details in relation to your meeting within the next 48 hours:

<b>Purpose of Meeting</b> (please confirm or update the following detail:	General catch up meeting <b>Out of Scope</b> <ul style="list-style-type: none"><li>• <i>Current policy issues (including transition to the future gaming market)</i></li></ul> <i>Note: - Please provide additional information if required</i>
<b>Attendees:</b> (complete for each attendee)	Name: Greg Farrell Title: Managing Director and CEO Company: Federal Group Mobile: <b>Out of Scope</b>  Name: Daniel Hanna Title: Exec GM Corporate Affairs Company: Federal Group Mobile: <b>Out of Scope</b>

Additionally, if there is further information or material that you would like to provide the Premier with before your meeting, please attach and send where possible.

We look forward to receiving your confirmation and extra information as outlined above.

Please do not hesitate to contact me at any time if I can be of further assistance.

Kind regards

**Out of Scope**

**Out of Scope**

Office of the Hon Jeremy Rockliff MP  
Premier of Tasmania  
Minister for Health  
Minister for Mental Health and Wellbeing  
Minister for Tourism  
Minister for Trade

Level 11, 15 Murray Street, Hobart 7000

Phone: **Out of Scope**

E-mail: **Out of scope**@dpac.tas.gov.au

[www.premier.tas.gov.au](http://www.premier.tas.gov.au)

**From:** Ferguson, Minister  
**Sent:** Monday, 20 February 2023 11:24 AM  
**To:** Events, Premier  
**Subject:** RE: PREMIER EVENT REQUEST - DUE to PO COB 20/2/23 - Meeting with Greg Farrell, Managing Director and CEO - Federal Group - 1 March 2023  
**Attachments:** PREMIER MEETING BRIEF - Meeting with and Greg Farrell, CEO of Federal Group.DOCX

Hi **Out of scope**  
Approved brief is attached, as requested.

Regards

**Out of Scope**

Office of the Hon Michael Ferguson MP  
Phone: **s 36, Not relevant**  
E-mail: minister.ferguson@dpac.tas.gov.au

**From:** Events, Premier  
**Sent:** Wednesday, 8 February 2023 4:18 PM  
**To:** Ferguson, Minister <Minister.Ferguson@dpac.tas.gov.au>  
**Subject:** PREMIER EVENT REQUEST - DUE to PO COB 20/2/23 - Meeting with Greg Farrell, Managing Director and CEO - Federal Group - 1 March 2023

Please see attached for your action, noting the due date back to the PO is by COB 20/2/23.

Please return your cleared information to [premier.events@dpac.tas.gov.au](mailto:premier.events@dpac.tas.gov.au)

Thank you.

**Out of Scope**

**Office of the Hon Jeremy Rockliff MP**

Premier of Tasmania  
Minister for Health  
Minister for Mental Health and Wellbeing  
Minister for Tourism  
Minister for Trade  
Liberal Member for Braddon

Level 11, 15 Murray Street HOBART TAS 7000  
Phone: **Out of scope**  
e-mail: **Out of scope**@dpac.tas.gov.au



-----< Content Manager Record Information >-----

Record Number: MIN23/1674/4

Title: PREMIER EVENT REQUEST - Meeting with Greg Farrell, Managing Director and CEO - Federal Group - 1 March 2023

Released under RTI

Adviser:

Department: Treasury and Finance

Ministerial RM Ref: 23/1674

Treasury CM Ref: 23/27113

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## Meeting Brief for the Premier

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### Meeting with Greg Farrell, CEO & Managing Director of Federal Group

**1 March 2023, 5:30pm, Premier's Office,  
Parliament House**

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**Order of proceedings:** 5:30pm Meeting commences  
6:00pm Meeting concludes

**In attendance (for acknowledgement):** Greg Farrell, CEO & Managing Director of Federal Group

**Department contact:** Jonathon Root **Out of scope**

**On-site event contact:**

### GUIDANCE NOTES FOR THE PREMIER

*What does the Premier need to know about his role at the event?*

- You will be hosting the meeting with Mr Farrell in your Parliament House office. The meeting is intended to be a general update from Federal Group.

### BACKGROUND

*What does the Premier need to know before going to the event?*

- The Federal Group is privately owned by the Farrell family and is the largest private sector employer in Tasmania.
- Federal owns the only two casinos in Tasmania, being Wrest Point Hotel Casino in Hobart and Country Club Casino in Launceston.
- Federal Group also owns and operates Saffire Freycinet, Henry Jones, Macq01 hotels, 9/11 bottle shops, Odyssey Gaming Services (Queensland) and Cope sensitive freight.

### Changes to gaming licensing and regulation from 1 July 2023

- Federal Group's gaming operations in Tasmania are currently governed by exclusivity arrangements under a Deed of Agreement with the State to conduct casino operations, operate electronic gaming machines (EGMs) and conduct games of keno. The 20-year Agreement expires on 30 June 2023.
- From 1 July 2023, new licensing arrangements commence that will regulate gaming in Tasmania for the next 20 years. Under these arrangements, Federal will:
  - retain two casino licences. However, it will no longer hold the exclusive right to operate casinos in Tasmania, with the legislative changes allowing for a high roller casino in the south and in the north;
  - commence paying the Community Support Levy at a rate of three per cent on total casino EGM player expenditure;
  - operate its own EGM monitoring operations in the casinos with EGM numbers in the two casinos capped at 1 180;
  - no longer monitor the EGM operations in any hotel or club in the state. Following a public tender process in 2022, MAXgaming (a subsidiary of Tabcorp Holdings) was found suitable to be the monitoring operator for EGMs in hotels and clubs;
  - be able to apply for venue licences for its 12 hotels that currently operate gaming activities (under the Vantage Group subsidiary); and
  - hold the licence to operate keno in the state (under the Network Gaming subsidiary).

s.27

### Player Card Gaming and Mandatory Precommitment

- The Government has announced a nation-leading state-wide player card gaming system with pre-commitment and cashless gaming for all electronic gaming machines in Tasmanian hotels, clubs and casinos.
- This follows a recommendation by the Tasmanian Liquor and Gaming Commission after a robust investigation that included targeted and public consultation, review of national and international research and an independent feasibility study.
- Default pre-commitment that applies state-wide is the gold standard of harm minimisation measures. Tasmania is the first state to announce a scheme of this kind.
- The casinos already have a Premium Player Program which includes pre-commitment card-based gaming with a loyalty program.

s.27

## SPEECH/TALKING POINTS

*What does the Premier need to say at the event?*

### Changes to gaming licensing and regulation from 1 July 2023

- The Government delivered on its 2018 election commitment to reform the gaming industry and implementation of new regulatory model is progressing well.
- The first batch of new venue licences for hotels and clubs have been approved by the Tasmanian Liquor and Gaming Commission and are being considered on an ongoing basis.

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### Player Card Gaming and Mandatory Precommitment

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- There are a number of matters to be worked through in implementing the system, including the certification process and integration of the casino player card systems with the Monitoring Operator to enable state-wide operation.
- The Government will work with the Commission, venues (including the casinos) and the Monitoring Operator, Maxgaming, to implement the system by December 2024.

s.27

-

**From:** David Glen [Out of scope]@banktech.com.au>  
**Sent:** Monday, 6 March 2023 1:23 PM  
**To:** The Premier  
**Subject:** RE: Letter from the Premier, the Hon Jeremy Rockliff MP

Dear Premier, the Hon Jeremy Rockliff MP  
Thank you for your response and passing our correspondence to Treasury. Much appreciated.  
While MAX Gaming is an excellent partner to monitor your gaming machines, they are not a payments business and will struggle to provide cashless gaming services to meet your required deadline. I am confident that we could work closely with Treasury and MAX Gaming to help implement this service in a timely manner.  
Kind regards

DG



David Glen | Group Managing Director  
T + [Out of Scope]  
Level 4, 113 Wicks Road, Macquarie Park, NSW 2113  
E [Out of scope]@banktech.com.au | www.banktech.com.au

**From:** The Premier <premier@dpac.tas.gov.au>  
**Sent:** Friday, 3 March 2023 3:13 PM  
**To:** David Glen <[Out of scope]@banktech.com.au>  
**Subject:** Letter from the Premier, the Hon Jeremy Rockliff MP

CAUTION: This email originated from outside of the organization.

Dear David,

Please find attached a letter from the Premier, Jeremy Rockliff MP.

Departmental Liaison Officer  
Office of the Premier, Jeremy Rockliff MP

Premier of Tasmania  
Minister for Health  
Minister for Mental Health and Wellbeing  
Minister for Tourism  
Minister for Trade  
Liberal Member for Braddon

Level 11, 15 Murray Street HOBART TAS 7000  
Phone: (03) [Out of Scope]  
Email: premier@dpac.tas.gov.au  
[www.premier.tas.gov.au](http://www.premier.tas.gov.au)

**CONFIDENTIALITY NOTICE AND DISCLAIMER**

The information in this transmission may be confidential and/or protected by legal professional privilege, and is intended only for the person or persons to whom it is



TASMANIA  
PREMIER OF TASMANIA

3 March 2023

Mr David Glen  
Group Managing Director  
Banktech  
Via email: Out of scope [@banktech.com.au](mailto: [REDACTED]@banktech.com.au)

Dear Mr Glen

**Cashless gaming solution**

Thank you for your letter of 19 January 2023 outlining your POSConnect cashless gaming solution.

You may be aware that the Government has recently made an announcement to introduce a state-wide cashless player card gaming system with pre-commitment for electronic gaming machines in Tasmanian hotels, clubs and casinos.

The Government is working with the new Tasmanian Licensed Monitoring Operator, MAXgaming, to implement this policy, including the provision of the card-based gaming technology. These discussions are continuing and are being led by the Department of Treasury and Finance, which is providing project support to this important harm minimisation measure. Your correspondence has been referred to Treasury, and if needed, Treasury will contact you directly.

Thank you again for your interest.

Yours sincerely

Jeremy Rockliff MP  
Premier



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**From:** Out of Scope  
**Sent:** Friday, 17 March 2023 8:23 AM  
**To:** The Premier  
**Subject:** FW: Mandatory pre-commitment and other gambling reforms

**Categories:** NW

**From:** Out of Scope  
**Sent:** Thursday, 16 March 2023 7:54 PM  
**To:** michael.ferguson@parliament.tas.gov.au; jeremy.rockliff@parliament.tas.gov.au  
**Cc:** meg.webb@parliament.tas.gov.au; rob.valentine@parliament.tas.gov.au; madeleine.ogilvie@parliament.tas.gov.au; elise.archer@parliament.tas.gov.au  
**Subject:** Mandatory pre-commitment and other gambling reforms

Hello Premier Rockcliff and Minister Ferguson

I just wanted to let you know of my strong support for the Government's proposed legislative reforms in relation to poker machines in Tasmania. My husband and I live in the Clarke electorate

We are so pleased! We have waited many years for a government that would be willing to bring in such important reforms and to stand up to the powerful lobbying that the gambling industry will almost certainly be sending your way. We all know that the poker machines are designed to be addictive, that they have ruined many lives and that their greatest impact occurs in lower socio-economic areas.

A pre-commitment system allows gamblers to have better control over their losses and will allow the Government to better monitor the situation going forward. This will not prevent anyone from gambling responsibly in Tasmanian pubs, hence there is no good reason to believe that it will drive people toward uncontrolled internet gambling sites. Pubs can be happier places for socialising and celebrating without that sense of foreboding that goes with knowing that people are slowly gambling their lives away in the other room.

To us it seems that the bulk of the profit derived from the losses of ordinary Tasmanians ends up with a single family in NSW, the benefits to Tasmania just don't seem worth the misery and cost to our community.

Out of Scope

**From:** The Premier  
**Sent:** Monday, 1 May 2023 10:05 AM  
**To:** s 36, Not relevant  
**Subject:** Letter from Premier Jeremy Rockliff MP  
**Attachments:** PREMIER OUTGOING Out of Scope

Dear Out of Scope

Please find attached a letter from the Premier, Jeremy Rockliff MP.

Kind regards

Departmental Liaison Officer  
Office of the Premier, Jeremy Rockliff MP

Premier of Tasmania  
Minister for Health  
Minister for Mental Health and Wellbeing  
Minister for Tourism  
Minister for Trade  
Liberal Member for Braddon

Level 11, 15 Murray Street HOBART TAS 7000  
Phone: (Out of Scope)  
Email: [premier@dpac.tas.gov.au](mailto:premier@dpac.tas.gov.au)  
[www.premier.tas.gov.au](http://www.premier.tas.gov.au)

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TASMANIA  
PREMIER OF TASMANIA

Document 7 Att A

Out of Scope

Dear Out of Scope

Thank you for your email dated 16 March 2023 regarding the Government's new player card gaming policy.

The Government is proud to be leading the nation in introducing the gold standard of gambling harm minimisation measures with this system, and your message of support for this important reform is appreciated.

Again, thank you for writing.

Yours sincerely

Jeremy Rockliff MP  
Premier  
1 May 2023

**From:** Hollick, Sean  
**Sent:** Monday, 31 July 2023 12:53 PM  
**To:** [Out of Scope]  
**Subject:** Meeting Request

Hi Mandy,

See below as discussed.

Meeting request from Federal Group for the Premier – in his capacity as Minister for Hospitality.

Daniel Hanna would be the best contact point to start with, and his contact details are:

- [Out of scope] federalgroup.com.au
- [Out of Scope]

**Likely Attendees**

- Greg Farrell
- Daniel Hanna
- Premier
- Vanessa Field
- Sean Hollick

Just let me know if you need anything further.

Sean.

**Sean Hollick**

Principal Adviser  
Office of the Hon Jeremy Rockliff MP  
Premier of Tasmania  
Minister for State Development, Trade and the Antarctic  
Minister for Tourism and Hospitality  
Minister for Mental Health and Wellbeing  
Liberal Member for Braddon  
Level 11, 15 Murray Street HOBART TAS 7000  
Phone [Out of Scope]  
e-mail: sean.hollick@dpac.tas.gov.au

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**From:** secretariat <secretariat@stategrowth.tas.gov.au>  
**Sent:** Tuesday, 22 August 2023 2:04 PM  
**To:** Events, Premier  
**Cc:** Out of Scope  
**Subject:** MIN23/21483 - TOURISM & HOSPITALITY - MEETING BRIEF - Meeting with Federal Group 23 August 2023  
**Attachments:** PREMIER EVENT REQUEST - DUE COB 17 August 2023 - MEETING | Federal Group - 23 August 2023; PREMIER EVENT REQUEST - MEETING Federal Group - 23 August 2023(2).DOCX; Meeting Brief for the Premier.DOCX; Attachment A - TLGC Report to Treasurer - Investigation of harm minimisation technologies.PDF; Att B Federal Group - Input to the Tasmanian Liquor and Gaming Commission GHM Report - May 2022.PDF

Dear Out of Scope

I apologise for the delay in forwarding this cleared Meeting Brief through for processing.

Kind regards

Out of Scope

Business Services | Department of State Growth  
 Level 6, 4 Salamanca Place, Hobart TAS 7000 | GPO Box 536, Hobart TAS 7001  
 Phone: (Out of Scope)  
[www.stategrowth.tas.gov.au](http://www.stategrowth.tas.gov.au)

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-----< Content Manager Record Information >-----

Record Number: MR23/1914  
 Title: TOURISM & HOSPITALITY - REQUEST FOR PREMIER MEETING BRIEF - Meeting with Federal Group 23 August 2023 - DUE COB 17 August 2023

-----< Content Manager Record Information >-----

Record Number: MR23/1914/2  
 Title: PREMIER EVENT REQUEST - MEETING Federal Group - 23 August 2023(2)

-----< Content Manager Record Information >-----

Record Number: MR23/1914/1  
 Title: Meeting Brief for the Premier

-----< Content Manager Record Information >-----

Record Number: MR23/1914/1/2

Title: Attachment A - TLGC Report to Treasurer - Investigation of harm minimisation technologies

-----< Content Manager Record Information >-----

Record Number: MR23/1914/1/1

Title: Att B: Federal Group - Input to the Tasmanian Liquor and Gaming Commission GHM Report - May 2022

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Office of the Premier  
**EVENT / MEETING REQUEST FORM**

<b>Request Date</b>	4/08/23	<b>DUE DATE</b>	17 August 2023 by COB	
<b>Premier's Office TRIM NO</b>	MIN23/21483			
<b>Minister or Department Responsible</b>	Minister for Tourism and Hospitality <small>If you are not responsible for this request, please return within 24 hours of receipt to <a href="mailto:premier.events@dpac.tas.gov.au">premier.events@dpac.tas.gov.au</a></small>			
<b>Event / Meeting Details</b>	MEETING   Federal Group			
<b>Event / Meeting Day/Date</b>	Wednesday, 23 August 2023			
<b>Event Venue/Address</b>	Receptions Room, Level 11, 15 Murray Street, Hobart			
<b>Confirmed Attendance Time</b> <small>For reference only, please do not disclose</small>	Arrival: 8.30am Departure: 9.00am			
<b>Event Contact: Name and Phone No</b>	Daniel Hanna <b>Out of Scope</b> <small>To ensure the event organiser is not contacted by multiple sources, please ensure that only one person from the LEAD DEPARTMENT is nominated to liaise with the organiser.</small>			
<b>Premier's Office Adviser Contact No</b>	Sean Hollick <b>Out of Scope</b>			
<b>Information Required</b>	<b>Organiser and/or Department to provide</b>	<b>If requested by Premier's Office – Date Due</b>		
<b>Function Checklist</b>		Date Due:		
<b>Run Sheet from Event Organiser</b>		Date Due:		
<b>Confirmed Guest List</b>		Date Due:		
<b>Seating Arrangements from Event Organiser</b>		Date Due:		



Office of the Premier

# EVENT / MEETING REQUEST FORM

Information Required from Department		
<b>Event Brief</b>		
<b>Meeting Brief</b>	<p>It's the Premier first Meeting with the Federal Group as Minister for Hospitality.</p> <p>1 – A broad/overarching meeting brief from DSG</p> <p>2 – A brief from treasury about the progress and timeline of the gaming reforms.</p>	
<b>Speech Dot points</b>	Speech Required	
	Length of Speech	
<b>Draft Media Release</b>		
<b>Attachments</b>		

For further information about this request, please contact the Adviser noted on the form or contact Out of Scope

Please return completed information to:  
[premier.events@dpac.tas.gov.au](mailto:premier.events@dpac.tas.gov.au)

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Adviser: Sean Hollick

Department: State Growth

Ministerial CM Ref: MIN23/21483

DPAC RM Ref: MR23/1914/1

## Meeting Brief for the Premier

### Meeting with Federal Group Re General Issues 8.30am to 9.00am, Wednesday, 23 August 2023 Reception Room, Level 11, 15 Murray Street, Hobart

**Order of proceedings:** 8.30am Meeting commences  
9.00am Meeting concludes

**In attendance:** Greg Farrell (Managing Director and CEO, Federal Group)  
Dr Daniel Hanna (Executive General Manager, Corporate and  
Regulatory Affairs, Federal Group)

**Department contact:** **Out of Scope** (Tourism and Hospitality, Department  
of State Growth)  
Phone: **Out of Scope**

**On-site event contact:** Dr Daniel Hanna (Executive General Manager, Corporate and  
Regulatory Affairs, Federal Group)  
Pho **Out of Scope**

**Adviser:** Sean Hollick (Principal Adviser)  
Phone: **Out of Scope**

### GUIDANCE NOTES FOR THE PREMIER

- This is the first formal meeting between you and the Federal Group since you were sworn in as Minister for Tourism and Hospitality in July 2023.
- It is expected that the meeting will give you an opportunity to have a general discussion about key issues affecting the Federal Group, including gaming reform.

## KEY POINTS

- Mulawa Holdings Pty Limited, trading as the Federal Group is an Australian-owned private company. It generates the majority of its income from the provision of tourist, entertainment, accommodation and gambling services through the operation of casinos, hotels and gaming.
- Mulawa Holdings employs approximately 2,415 staff throughout its operations in Australia, with its head office located in Chatswood, New South Wales.
- Federal Group operates:
  - Wrest Point
  - Country Club Tasmania
  - Saffire Freycinet
  - MACq 01 Hotel
  - The Henry Jones Art Hotel
  - Vantage Group

### **Tasmanian Government support for the hospitality industry**

- The Tourism and Hospitality unit (T&H) within the Department of State Growth oversees the Tasmanian Hospitality Association (THA) relationship and management of the government's \$7 million funding for the organisation, for which Federal Group is a key stakeholder.
- The current funding arrangement with the THA's programs have a strong focus on business sustainability, workforce development and customer service, and are intended to help ensure the industry has access to a skilled and capable workforce.

### **Gaming reform**

- On 15 September 2022, the Tasmanian Government announced its response to the Tasmanian Liquor and Gaming Commission's Report to the Treasurer (the Report) into harm minimisation technologies for electronic gambling machines (EGMs) in Tasmanian hotels, clubs and casinos.
- The gambling harm minimisation reforms are one part of the broader changes being introduced by the government to facilitate a more sustainable gaming industry in Tasmania that offers freedom of choice, supports industry certainty and jobs, and provides appropriate player protections.
- Players will be able to register for a card at any venue. Cards will have pre-set default limits that can be lowered by players at any time or increased within certain parameters.
- The default limits will be:
  - \$100 per day;
  - \$500 per month; and
  - \$5,000 per year.
- The system is designed to protect people from losing more money than they can afford and to have minimal impact on recreational gamblers.
- The government anticipates that the new player card gaming system will be implemented by December 2024.

## **Industry response to gaming reform**

- In May 2022, the Federal Group provided a submission as part of the consultation in the development of the Report (Attachment B).
- This submission stated that pre-commitment could affect "patron choice".
- Federal Group advocated for a platform that would allow venue staff to observe "at-risk" behaviour from players, to then be followed up by a "timely venue response".
- The company also supported facial recognition in venues.
- Following the release of the report, the THA publicly expressed its opposition to the reforms.
- As reported by ABC News, Steve Old (Chief Executive Officer, THA) criticised the announcement as "a slap in the face to hotel and pub customers and hardworking small and family businesses in Tasmania".
- On 22 February 2023, during a conversation with the Department of State Growth, Steve Old reinforced his organisation's opposition to gaming reform, particularly regarding the new Monitoring Operator, Maxgaming.

## **Will not be read aloud by the Premier**

*Used to provide context for the Premier and advisers pre-question time. Limit content wherever possible.*

- Through the Department of Treasury and Finance, the government continues to work closely with the hospitality industry to support a smooth transition to these new systems and licensing arrangements.
- This includes:
  - managing a dedicated website for venue operators providing resources for licence applications;
  - communicating directly to operators as required;
  - publishing information articles in the THA newsletter and the Liquor and Gaming newsletter; and
  - participating in industry forums around the state.
- The Tasmanian Government committed additional financial assistance to the THA to assist the hospitality industry with the gaming reforms transition during 2022-23.
- Under the reforms, Licensed Premises Gaming Licence (LPGL) expired at midnight 30 June 2023.
- For venues to continue operating keno and/or EGMs after this time, they must have applied for a new 'Venue Licence', which are now in effect.
- The regulatory environment is being overhauled for the new arrangements and the Liquor and Gaming Branch is simplifying the structure of codes, rules and standards, with revised venue operating procedures for EGMs.

---

**From:** Out of Scope  
**Sent:** Thursday, 2 May 2024 8:04 AM  
**To:** The Premier  
**Subject:** FW: Huon She Shed

**From:** secretary@huonsheshed.org.au <secretary@huonsheshed.org.au>  
**Sent:** Wednesday, May 1, 2024 4:53 PM  
**To:** jeremy.rockliff@parliament.tas.gov.au  
**Subject:** Re: Huon She Shed

You don't often get email from [secretary@huonsheshed.org.au](mailto:secretary@huonsheshed.org.au). [Learn why this is important](#)

Dear Premier Rockliff,

Congratulations on your recent election to Parliament. We wish you every success for the future.

Some of you will already be familiar with the Huon She Shed, Inc and it's journey from inception to "ready for fit out and opening", and we urge those of you who do not know who we are, to visit our website :- <https://huonsheshed.org.au> and get to know about the much needed services we are aiming to deliver the women in our community.

What many of you may not know is that last year we submitted an application for a Community Support Grant offered through DPAC, with the focus being on our commitment to include projects exploring innovative approaches to the prevention and reduction of harm from gambling.

The results of this application, because of the recent election, weren't able to be signed off, as the sitting Government was in caretaker mode and I think every applicant is waiting with bated breath for the results to be made known.

The opening of the Huon She Shed workshop will provide our members with a safe venue to talk about issues like gambling that are causing them personal harm or to arm them with information of how they can help others in their community. We will use the partnership approach and direct acquisition of presenters to respond to gambling harm minimisation. The Huon She Shed Board members are located within the Huon Valley community. Board Members identify opportunities to partner with other community organisations and private businesses, to build a two-way connection that has a benefit beyond their members.

As a member of the Huon Valley Service Providers Network and The Right Place program, we will be able to connect women in the Huon Valley to the broad range of offerings across the Valley.

Our communications strategy includes periodic surveys to our members, to establish an annual program of presenters that align with what matters to them; and to explore matters that impact women.

We are extremely hopeful that, at last, you may all be able to sign off on this Grant - and of course, we are also extremely hopeful that we have actually been successful in our submission. We will open next month in a limited capacity, as we are managing with donated trestle tables for workbenches

and cut up for shelving; and old machinery and rusty tools! Once the trades are out, we'd love to show you our Shed!

Bless you all; and we look forward to some good news soon!

Yours faithfully,

Mon Lulan

President

Huon She Shed, Inc

M: **out of scope**

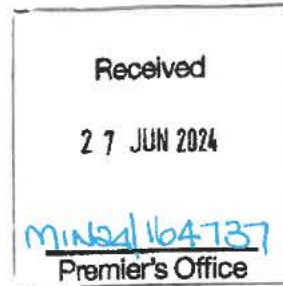
W: <https://huonsheshed.org.au/>

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ANGLICAN DIOCESE  
OF TASMANIA

THE RIGHT REVEREND  
DR RICHARD CONDIE  
BISHOP OF TASMANIA



Hon Jeremy Rockliff MP  
Premier of Tasmania  
GPO Box 123  
Hobart TAS 7001

26 June 2024

Dear Premier,

The recent Synod of the Anglican Diocese of Tasmania passed a motion supporting the implementation of a universal, pre-commitment poker machine card with the following features:

- binding pre-commitment with default loss limits;
- applying to all people using poker machines;
- a single system across all venues;
- a single card per person.

It did so recognising the damage that gambling is doing in our state. "The poker machine card. Simple as" report by Anglicare Tasmania noted that Tasmanians lost \$189.6 million on poker machines in 2022-23, which is half a million dollars a day. Individually, Tasmanians who gamble on poker machines lose \$3,350 a year on average. Further the reports says that "In Tasmania, poker machines appear to be preferentially located in disadvantaged communities where losses per capita are likely to be highest and the harm from gambling is likely to be greatest."

I write requesting that you enact this initiative which your government has already committed to. Minister Michael Ferguson confirmed this commitment on 15th of March this year when interviewed on ABC Radio in the lead up to the election, saying: "We've locked it in. It's an important reform for our state and for our community. ... We have a firm position on this."

We ask this commitment is put into action as a priority because the sooner the card is in place the better protected our community will be.

Yours sincerely,

**Out of scope**

The Right Reverend Dr Richard Condie  
Bishop of Tasmania

**From:** The Premier  
**Sent:** Tuesday, 17 September 2024 9:12 AM  
**To:** bishop@anglicantas.org.au  
**Subject:** Letter from the Premier, Jeremy Rockliff MP to Rt Rvnd Dr Richard Condie  
**Attachments:** PREMIER OUTGOING - Rt Rvnd Richard Condie - Bishop of Tasmania - Pre-Commitment Poker Cards.pdf

Good morning,

Please find attached a letter from the Premier, Jeremy Rockliff MP.

**Departmental Liaison Officer**

**Office of the Hon Jeremy Rockliff MP**

Premier of Tasmania  
Minister for Infrastructure  
Minister for Trade and Major Investment  
Minister for Tourism and Hospitality  
Liberal Member for Braddon

Out of Scope

Phone: (08) 6223 1111  
Level 11, 15 Murray Street, Hobart 7000  
[www.premier.tas.gov.au](http://www.premier.tas.gov.au)

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PREMIER OF TASMANIA

The Right Reverend Dr Richard Condie  
Bishop of Tasmania  
Anglican Diocese of Tasmania  
bishop@anglicantas.org.au

Dear Dr Condie

Thank you for your letter noting the motion of the recent Synod of the Anglican Diocese of Tasmania supporting the introduction of a universal, pre-commitment poker machine card.

My Government takes harm minimisation seriously and is committed to reducing gambling related harm and protecting people susceptible to problem gambling through a range of regulatory and public health initiatives.

Tasmania has one of the strongest harm minimisation frameworks in Australia. This is regularly reviewed by the independent statutory body responsible for the regulation of gambling in Tasmania, the Tasmanian Liquor and Gaming Commission.

During the 2024 State election, the Government confirmed its commitment to implement mandatory card-based gaming as soon as practicable, noting this nation leading initiative may take more time than originally anticipated.

I hope this information is useful.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'Jeremy Rockliff'.

Jeremy Rockliff MP  
Premier