

## VBA APPLICATION FOR MEMBERSHIP

### Section 1 Notes and Checklist to the Application

*The VBA Board approved this document with effect from 10 September 2021.*

**Important Notice:** *the processing of a membership application is a substantial administrative undertaking by the VBA and accordingly Application Fees are not refundable once the Application has been received by the VBA, unless the VBA Board determines otherwise.*

#### Steps of Application:

- Step 1:** Collate original or electronically acceptable supporting documentation. These include documents referred to in the VBA's Joining Criteria and this Application Form.
- Step 2:** Read and tick the box for all Declarations contained in this Application Form.
- Step 3:** Complete and execute the Statutory Declaration contained in this Application Form.
- Step 4:** Deliver all documentation to the VBA Office either via e-mail, mail, or electronic link (SharePoint or the like).
- Step 5:** Make payment of all application fees associated with this Application.

#### Checklist of documents

<input type="checkbox"/>	<b>Application Form:</b> completed Membership Application Form, including Statutory Declaration.
<input type="checkbox"/>	<b>Identification:</b> copies of photographic identification (passport or driver's licence) and a utility statement (not more than 3 months old) confirming your residential address.
<input type="checkbox"/>	<b>Membership Checklist:</b> complete the Membership Checklist at Annexure 1.
<input type="checkbox"/>	<b>Financial Information:</b> complete the Statement of Financial Information at Annexure 2.
<input type="checkbox"/>	<b>References:</b> three references, each signed by the referee.
<input type="checkbox"/>	<b>Supporting Documents:</b> original or electronically acceptable (.pdf) supporting documentation for each item entry in Section 3 - 4 and each Annexure.
<input type="checkbox"/>	<b>Credit Report:</b> credit agency report of the Applicant(s) / Authorised Representatives.
<input type="checkbox"/>	<b>Police clearance:</b> Federal Police Report for all applicants listed on the application / Authorised Representatives.

## Section 2: Particulars

### 1. Date:

Date of Application (dd / mm / yyyy):	____ / ____ / ____
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### 2. Membership Class:

Please select which Membership Class you are applying for.

Class Name	Class Summary	Selection
Class I	Members who are registered to carry on the business of a bookmaker over the internet.	<input type="checkbox"/>
Class R	Members who are registered to carry on the business of a bookmaker on the "Rails" at two or more metropolitan racing venues.	<input type="checkbox"/>
Class O	Members who are registered to carry on the business of a bookmaker in the "Paddock" at any metropolitan racecourse.	<input type="checkbox"/>
Class C	Members who are registered to carry on the business of a bookmaker at any other "Country" (non-metropolitan) venue.	<input type="checkbox"/>
Class F	Members who are registered to carry on the business of a bookmaker only as part of a bookmaking partnership with a relative who is an Existing Member.	<input type="checkbox"/>

**If you are unsure which membership class suits you, please consult the Membership checklist in Annexure 1, VBA's Membership Policy found at [www.vicbookmakers.com.au](http://www.vicbookmakers.com.au) or contact the VBA Office.**

### 3. Individual or Corporation:

Applying as an Individual?	Please fill out the tables in blue.
Applying as a corporation?	Please fill out the tables in green.

<b>Individual:</b>	
Full Name:	
Date of Birth:	
Residential Address:	
Postal Address:	
Email Address:	
Phone / Fax / Mob. :	
TFN:	
ABN:	

<b>Employment Information:</b>	
Usual Occupation:	
Employer:	
Self Employed / ABN:	

<b>Corporation</b>	
Corporation Name:	
ACN:	
ABN:	
TFN:	
Trading Name:	
Website Name:	
Business Address:	
Postal Address:	
Business Phone / Fax:	

Director #1 making this Application:	Name: Position Held: Email: Business Tel: Mob Tel: After Hours:
Director #2 making this Application:	Name: Position Held: Email: Business Tel: Mob Tel: After Hours:
Director #3 making this Application:	Name: Position Held: Email: Business Tel: Mob Tel: After Hours:

<b>Employment Information:</b>	
Director #1 Usual Occupation:	
Employer:	
Self Employed / ABN:	

Director #2 Usual Occupation:	
Employer:	
Self Employed / ABN:	

Director #3 Usual Occupation:	
Employer:	
Self Employed / ABN:	

### Section 3: Resume and Joining Criteria

#### Part 1: Resume

Complete the below Bookmaker summary of industry experience, provide a copy of your resume and three references.

#### Professional / Industry Experience:

Bookmaker(s) employed by (oncourse):	1. 2. 3.
Roles and functions performed (oncourse):	1. 2. 3.
Period of employment (mm / yy) and number of meetings worked (oncourse):	1. 2. 3.
Bookmaker(s) employed by (corporate / online):	1. 2. 3.
Title of role / function (corporate / online):	1. 2. 3.
Period of employment (mm / yy) (corporate / online):	1. 2. 3.

**Current / Prior Bookmaker Experience:**

Jurisdiction (State / Territory):	1. 2.
Licence / Registration Number:	1. 2.
Trading Name:	1. 2.
Years of Operation (mm / yy):	1. 2.

**Part 2: Joining Criteria**

The Joining Criteria Qualification Checklist is provided in Annexure 1.

Only complete the checklist that is relevant to the class of membership that corresponds to your election at Section 1. You are required to choose yes or no and to also check the acknowledgement boxes. All figures within this Application Form are ex GST.

If you are confused about any of the terms listed in the checklist, please consult the VBA's Membership Eligibility Policy found at [www.vicbookmakers.com.au](http://www.vicbookmakers.com.au).

**Important Note:** *The Internet Membership Class is subject to conditions relating to a Surety and Deposit Certificate that are defined in Annexure 1. However, where any other class of member elects to operate online after the expiry of their corresponding Initial Period, they may also be subject to the Surety and Deposit Certificate conditions.*

**For Example:** *An (F) class Bookmaker is approved for membership. After the expiry of their two (2) year Initial Period they seek to expand their operations online. In these circumstances they may be subject to Surety and Deposit Certificate conditions that will last for two years from the date that they accept a wager/bet from their first online customer.*

Please complete only one of the Member Qualification Checklists provided in Annexure 1.

## Section 4: Declarations

### A Particulars Declaration

I / we desire to become a Member of the Victorian Bookmakers' Association Limited (**VBA**). I/we hereby agree, if approved, to become a Member of the VBA and to be bound by the Constitution of the VBA for the time being, and in consideration of being elected, undertake and agree not to give any guarantee to any Victorian racing club or Association or to any persons, clubs or associations whether incorporated or unincorporated for the payment of any wagers or bets made by any Bookmaker on any racecourse without the sanction of the Board of the VBA.

I / we certify that the Section 1 Particulars and Section 2 Resume Particulars provided above are true correct.

Tick box to acknowledge that I/we have read and agree to the above declaration

## **B Guarantee Deposit**

To the Executive Officer  
Victorian Bookmakers' Association Limited (VBA)  
400 Epsom Road  
Flemington VIC 3031

In consideration of the guarantee to be given under Section 94A of the *Racing Act 1958* (Vic) (as amended) by the VBA on my / our behalf from time to time, I / we deposit with you the sum of:

\$ \_\_\_\_\_ (**Deposited Amount**), to be held by the VBA against any defaults by me in the payment of any wager which default results in a payment made by the VBA in respect of any such guarantee. The deposited amount is deposited upon the following terms and conditions:

- a) The Deposited Amount may be invested by the VBA in any manner;
- b) The interest arising from any such investment may be retained by the VBA in whole or in part at the VBA's absolute discretion for the purpose of defraying administrative costs and expenses in the operations of the VBA;
- c) The VBA will not be responsible to me/us in respect of any loss suffered as a result of any relevant investment;
- d) The VBA may appropriate or retain the whole of such part of the deposited amount as is equal to a payment made by the VBA in respect of any guarantee given by the VBA on my /our behalf; and
- e) The VBA may, in its sole and absolute discretion, require me to provide additional security in any form as the VBA may request or payment in excess of the Deposited Amount from time to time.

I /we further agree to indemnify and hold the VBA harmless in respect of any claim, damages, losses, or costs which may be suffered or incurred by the VBA directly or indirectly as a result of any guarantee given by the VBA on my behalf.

Tick box to acknowledge that I/we have read and agree to the above declaration



## C Statement of Financial Position Declaration

**Complete the Statement of Financial Position in Annexure 2 and provide a Credit Report for all Applicants.**

**Provide a three (3) year business plan, containing projections for turnover, gross margin, and operating margin (Business Plan).**

I/We hereby declare that all information, figures, data, and particulars (**Financial Information**) provided in the Statement of Financial Position in Annexure 1 is true and complete.

I/We hereby declare that all information, figures, data, and particulars provided in the Business Plan is also true and complete.

Further, where any material change to the Financial Information or Business Plan occurs during or after the application, I/We agree to notify the VBA within seven (7) days of the relevant change(s).

Where any Financial Information provided in this Application Form is questioned, clarified or otherwise by the VBA, I/We agree to provide full cooperation with the VBA in assisting any enquiries that may arise in relation to this Application Form or during the tenure of membership.

Tick box to acknowledge that I/we have read and agree to the above declaration

## D Probity Declaration

Please attach a police clearance that is no older than three (3) months from the date of this application.

I/We hereby declare that the Applicant and any Associate (as defined below) is **not, and has never been, subject to any litigation, regulatory action, disciplinary or criminal proceedings** that may bring the VBA or the profession of Bookmaking into disrepute.

Where the above is not true, please tick this box  and attach all information available on the relevant matter.

Tick box to acknowledge that I/we have read and agree to the above declaration

### Meaning of Associate

For the purposes of this Application Form, an associate of the Applicant is:

- (a) a person who holds or will hold any relevant financial interest, or is or will be entitled to exercise any relevant power (whether in right of the person or on behalf of any other person) in the Applicant's business, and by virtue of that interest or power, is able or will be able to exercise a significant influence over or with respect to the management or operation of that business; or
- (b) a person who is or will be an executive officer, whether in right of the person or on behalf of any other person, of the Applicant's business; or
- (c) if the Applicant is a natural person, a person who is a relative of the Applicant.

The terms "executive officer", "relative", "relevant financial interest" and "relevant power" have the following meanings:

**executive officer**, in relation to an incorporated entity, means— (a) a director, secretary or other officer (by whatever name called); or (b) any other person who is concerned with, or takes part in, the management of the entity, whether or not the person's position is given the name of executive officer;

**relative**, in relation to a person, means— (a) the spouse or domestic partner of the person; or (b) a son or daughter of that person;

**relevant financial interest**, in relation to the Applicant, means— (a) any share in the capital of the Applicant; or (b) any entitlement to receive any income derived from the Applicant's business; or (c) any entitlement to receive any payment as a result of money advanced; and

**relevant power** means any power, whether exercisable by voting or otherwise and whether exercisable alone or in association with others— (a) to participate in any directorial, managerial, or executive decision; or (b) to elect or appoint any person as an executive officer.

## E Undertakings and other acknowledgements including company structure, tax, and solvency

**Provide by attachment an ownership structure that includes any associated entities or companies.**

I/We declare to the VBA that the following statements and undertakings are accurate, true and/or acceptable to the Applicant:

1. the ownership structure and related information provided and Annexed to this Application Form are accurate, correct and I/We hold no other interest in a company, structure, entity, co-ownership, partnership, joint venture or otherwise other than those tabulated and provided to the VBA;
2. in addition to the Financial Information provided I/We warrant that sufficient funds and/or resources are available to maintain and manage the business the subject of this Application and that there is no insolvency event or similar proceeding on foot now or likely to be in the foreseeable future that may have a material affect on my /our capacity to be a Bookmaker;
3. I/We confirm sufficient funds availability to subscribe to the maximum number of Joint and Several Guarantee Units (19) and additional security for guarantee above the maximum guarantee level under the Guarantee Fund (cash and/or real estate);

**Please note:** the VBA Base and Joint and Several Guarantee Framework is a separate document to this application.

4. I/We will promptly abide by any and all taxation laws, rulings, investigations or otherwise and provide full cooperation with the Australian Tax Office (ATO) in association with the taxation responsibilities, debts or otherwise that may result as a consequence or in association with my /our business as a Bookmaker;
5. I/We will abide by all industry codes, statutes (State and Federal) and rules of advertising and not intentionally bring the industry of Bookmaking into disrepute;
6. we may confirm the details of the information provided in this application with relevant third parties;
7. where you have provided information about another individual, you must make them aware of that fact and the contents of the Privacy Statement; and
8. this Application Form is not an offer or acceptance of credit.

Tick box to acknowledge that I/we have read and agree to the above declaration

## Section 5: Statutory Declaration

I, (Full Name): \_\_\_\_\_ of \_\_\_\_\_ (Address): \_\_\_\_\_

make the following statutory declaration under the *Oaths and Affirmations Act 2018*:

1. I declare that the contents of this Application Form (including the declarations) are true and correct, and I make it knowing that making a statutory declaration that I know to be untrue is an offence;
2. I have read and understood the information contained in this Application Form;
3. I have read, understood, and agree to bound by the Victorian Bookmakers' Association Limited (VBA) Membership Eligibility Policy found at the following link [www.vicbookmakers.com.au](http://www.vicbookmakers.com.au);
4. I will notify the VBA within seven (7) days of any conviction in a court of law; and
5. I consent to all probity investigations carried out by the authorised agents of the VBA to verify the information provided by me and to determine my suitability to hold the membership for which I have applied. I agree that such enquiries may be made before and after the issue of a membership.

### Signed:

This declaration is made at: (Location) \_\_\_\_\_

On: (Date) \_\_\_\_\_

Before: (Witness Full Name) \_\_\_\_\_

On: (Date) \_\_\_\_\_

1. I am an authorised statutory declaration witness and I sign this document in the presence of the person making the declaration; or
2. I am a person authorised under section 30(2) of the *Oaths and Affirmations Act 2018* (Vic) to witness the signing of a statutory declaration (Authority to Witness statutory declaration – Including stamp, etc).

Signed: (Witness Signature) \_\_\_\_\_

**Witness Stamp or Capacity** (Authorised Occupation or Seal): \_\_\_\_\_

**Note:** A person wilfully making a false statement in a statutory declaration is guilty of a crime and is liable to a penalty or imprisonment, or both.

## Section 6: Fees, Payment and Lodgement

### Fees and Payment

All application and joining fees are to be paid by electronic funds transfer only. The VBA are unable to accept any other form of payment.

VBA Bank Transfer Details			
<b>Account Name:</b>	Victorian Bookmakers' Association Limited	<b>Bank:</b>	ANZ
<b>BSB:</b>	013 365	<b>Account Number:</b>	318 906 478

### Lodgement

Applications may be lodged with the VBA by email or electronic link (such as SharePoint or the like) only. All original documents should be retained by the Applicant and may be requested to be produced at the discretion of the VBA.

### Office Address

Victorian Bookmakers' Association Limited,

400 Epsom Road,  
Flemington VIC 3031  
Ph: 03 9376 1933

[info@vicbookmakers.com.au](mailto:info@vicbookmakers.com.au).

## Annexure 1: Membership Class Joining Criteria Checklist

### Class I – Internet:

**If you are unsure about the below, please consult the VBA's Membership Eligibility Policy found at [www.vicbookmakers.com.au](http://www.vicbookmakers.com.au)**

<p>1. Minimum age of 25+:</p>	<p><i>(The Board has the power to accept your application if you do not meet the age requirements but fulfil remaining criteria)</i></p>
<p>2. Between 3- and 5-years corporate experience:</p>	
<p>3. Minimum qualifying assets of \$1,000,000, of which at least \$250,000 must be cash at bank and/or cash equivalents.</p>	
<p>4. Application fee of \$5,000 (+ GST) <i>Please complete section 6 above.</i> <b>Important Note:</b> <i>the Application Fee is non-refundable after submission of this application.</i></p>	<p><i>Due on lodgement of Application.</i> Acknowledgement of commitment <input type="checkbox"/> <i>(Please tick to confirm you understand and agree to this condition)</i></p>
<p>5. Customer Deposit Surety of \$50,000</p>	<p><i>Due on acceptance of application for the Initial Period of 2 years.</i> Acknowledgement of commitment <input type="checkbox"/> <i>(Please tick to confirm you understand and agree to this condition)</i></p>
<p>6. Customer Deposit Ratio Certificate <b>(Important Notice:</b> <i>The onus to deliver the Certificate to the VBA falls entirely upon the Member. Any costs associated with creating and executing the form of Certification shall be borne by the Applicant)</i></p>	<p><i>Must be delivered to the VBA within two (2) weeks after the end of each calendar month for the first twelve (12) months from the commencement of operations, and thereafter within two (2) weeks after the end of each calendar quarter.</i> Acknowledgement of commitment <input type="checkbox"/> <i>(Please tick to confirm you understand and agree to this condition.)</i></p>
<p>7. Policy Documents <i>(Applicant/s to provide Policy Documents 21 days before beginning Initial Period, including: Terms and Conditions, Website Terms, Responsible Gambling Policy, Privacy Policy, Published Betting Rules, and other associated operational documents. The VBA may request changes before allowing you to start the Initial Period)</i></p>	<p>Acknowledgement of commitment <input type="checkbox"/> <i>(Please tick to confirm you understand and agree to this condition.)</i></p>
<p>8. Initial Period Restriction <i>(Permitted only to operate as an online/telephone bookmaker for the Initial Period, required to satisfy item 5 and 6)</i></p>	<p>Acknowledgement of commitment <input type="checkbox"/> <i>(Please tick to confirm you understand and agree to this condition.)</i></p>

<p>9. Bookmaker via Acquisition <i>(You have acquired a share in a Bookmaker entity and are applying for membership in this capacity)</i></p>	<p><i>(Where this provision is answered Yes, VBA reserves their right to determine the applicable class of membership on behalf of the member)</i></p>
<p>10. Related Member Discount <i>(A 50% discount applies to an application fee where the member under application is Related to a Member)</i></p>	<p><i>(Evidence may be required to satisfy this provision)</i></p>
<p>11. Change in Membership Class <i>(You have previously held a membership in a different category)</i></p>	<p><i>(You may be required to pay an Application Fee)</i></p>

**Class R – Rails:**

**If you are unsure about the below, please consult the VBA's Membership Eligibility Policy found at [www.vicbookmakers.com.au](http://www.vicbookmakers.com.au)**

1. Minimum age of 25+:	<i>(The Board has the power to accept your application if you do not meet the age requirements but fulfil remaining criteria)</i>
2. Work experience of at least 100 race meetings	
3. Minimum qualifying assets of \$750,000, of which at least \$150,000 must be cash at bank and/or cash equivalents.	
4. Application fee of \$1,500 (+ GST) <i>(Please complete Section 6 above.)</i> <b>Important Note:</b> <i>the Application fee is non-refundable after submission of this Application.</i>	<i>Due on lodgement of Application.</i> Acknowledgement of commitment <input type="checkbox"/> <i>(Please tick to confirm you understand and agree to this condition)</i>
5. Initial Period Restriction <i>(Permitted only to operate as an on course and telephone bookmaker for the Initial Period)</i>	Acknowledgement of commitment <input type="checkbox"/> <i>(Please tick to confirm you understand and agree to this condition.)</i>
6. Bookmaker via Acquisition <i>(You have acquired a share in a Bookmaker entity and are applying for membership in this capacity)</i>	<i>(Where this provision is answered Yes, VBA reserves their right to determine the applicable class of membership on behalf of the member)</i>
7. Related Member Discount <i>(A 50% discount applies to a joining fee where the member under application is Related to a Member)</i>	<i>(Evidence may be required to satisfy this provision)</i>
8. Policy Documents <i>(Applicant/s to provide Policy Documents 21 days before beginning Initial Period, including: Terms and Conditions, Website Terms, Responsible Gambling Policy, Privacy Policy, Published Betting Rules, and other associated operational documents. The VBA may request changes before allowing you to start the Initial Period)</i>	Acknowledgement of commitment <input type="checkbox"/> <i>(Please tick to confirm you understand and agree to this condition.)</i>
9. Subsequent Period Restriction <i>(If, after the Initial Period, you decide to operate as an online bookmaker, you may be required to provide customer deposit ratio certificates, a customer deposit surety and further policy documents that relate to online bookmaking)</i>	Acknowledgement of commitment <input type="checkbox"/> <i>(Please tick to confirm you understand and agree to this condition.)</i>
10. Change in Membership Class <i>(You have previously held a membership in a different category)</i>	<i>(You may be required to pay an Application Fee)</i>



**Class O – Other:**

**If you are unsure about the below, please consult the VBA's Membership Eligibility Policy found at [www.vicbookmakers.com.au](http://www.vicbookmakers.com.au)**

1. Minimum age of 21+:	<i>(The Board has the power to accept your application if you do not meet the age requirements but fulfil remaining criteria)</i>
2. Work experience of at least 100 race meetings	
3. Minimum qualifying assets of \$500,000, of which at least \$100,000 must be cash at bank and/or cash equivalents.	
4. Application fee of \$1,500 (+ GST) <i>(Please complete Section 6 above.)</i> <b>Important Note:</b> <i>the Application fee is non-refundable after submission of this Application.</i>	<i>Due on lodgement of Application</i> Acknowledgement of commitment <input type="checkbox"/> <i>(Please tick to confirm you understand and agree to this condition)</i>
5. Initial Period Restriction <i>(Permitted only to operate as an on course and telephone bookmaker for the Initial Period)</i>	Acknowledgement of commitment <input type="checkbox"/> <i>(Please tick to confirm you understand and agree to this condition.)</i>
6. Bookmaker via Acquisition <i>(You have acquired a share in a Bookmaker entity and are applying for membership in this capacity)</i>	<i>(Where this provision is answered Yes, VBA reserves their right to determine the applicable class of membership on behalf of the member)</i>
7. Related Member Discount <i>(A 50% discount applies to an Application fee where the member under application is Related to a Member)</i>	<i>(Evidence may be required to satisfy this provision)</i>
8. Policy Documents <i>(Applicant/s to provide Policy Documents 21 days before beginning Initial Period, including: Terms and Conditions, Website Terms, Responsible Gambling Policy, Privacy Policy, Published Betting Rules, and other associated operational documents. The VBA may request changes before allowing you to start the Initial Period)</i>	Acknowledgement of commitment <input type="checkbox"/> <i>(Please tick to confirm you understand and agree to this condition.)</i>
9. Subsequent Period Restriction <i>(If, after the Initial Period, you decide to operate as an online bookmaker, you may be required to provide customer deposit ratio certificates, a customer deposit surety and further policy documents that relate to online bookmaking)</i>	Acknowledgement of commitment <input type="checkbox"/> <i>(Please tick to confirm you understand and agree to this condition.)</i>
10. Change in Membership Class <i>(You have previously held a membership in a different category)</i>	<i>(You may be required to pay an Application Fee)</i>

**Class C – Country:**

**If you are unsure about the below, please consult the VBA's Membership Eligibility Policy found at [www.vicbookmakers.com.au](http://www.vicbookmakers.com.au)**

1. Minimum age of 21+:	<i>(The Board has the power to accept your application if you do not meet the age requirements but fulfil remaining criteria)</i>
2. Work experience of at least 100 race meetings	
3. Minimum qualifying assets of \$250,000, of which at least \$50,000 must be cash at bank and/or cash equivalents.	
4. Application fee of \$1,500 (+ GST) <i>(Please complete Section 6 above.)</i> <b>Important Note:</b> <i>the Application fee is non-refundable after submission of this application.</i>	<i>Due on lodgement of Application.</i> Acknowledgement of commitment <input type="checkbox"/> <i>(Please tick to confirm you understand and agree to this condition)</i>
5. Initial Period Restriction <i>(Permitted only to operate as an on course and telephone bookmaker for the Initial Period)</i>	Acknowledgement of commitment <input type="checkbox"/> <i>(Please tick to confirm you understand and agree to this condition.)</i>
6. Bookmaker via Acquisition <i>(You have acquired a share in a Bookmaker entity and are applying for membership in this capacity)</i>	<i>(Where this provision is answered Yes, VBA reserves their right to determine the applicable class of membership on behalf of the member)</i>
7. Related Member Discount <i>(A 50% discount applies to an Application fee where the member under application is Related to a Member)</i>	<i>(Evidence may be required to satisfy this provision)</i>
8. Policy Documents <i>(Applicant/s to provide Policy Documents 21 days before beginning Initial Period, including: Terms and Conditions, Website Terms, Responsible Gambling Policy, Privacy Policy, Published Betting Rules, and other associated operational documents. The VBA may request changes before allowing you to start the Initial Period)</i>	Acknowledgement of commitment <input type="checkbox"/> <i>(Please tick to confirm you understand and agree to this condition.)</i>
9. Subsequent Period Restriction <i>(If, after the Initial Period, you decide to operate as an online bookmaker, you may be required to provide customer deposit ratio certificates, a customer deposit surety and further policy documents that relate to online bookmaking)</i>	Acknowledgement of commitment <input type="checkbox"/> <i>(Please tick to confirm you understand and agree to this condition.)</i>
10. Change in Membership Class <i>(You have previously held a membership in a different category)</i>	<i>(You may be required to pay an Application Fee)</i>

**Class F – Family:**

**If you are unsure about the below, please consult the VBA's Membership Eligibility Policy found at [www.vicbookmakers.com.au](http://www.vicbookmakers.com.au)**

<p>1. Minimum age of 18+:</p>	<p><i>(The Board has the power to accept your application if you do not meet the age requirements but fulfil remaining criteria)</i></p>
<p>2. Work experience of at least 50 race meetings</p>	
<p>3. Minimum qualifying assets: (Assets are based on the associated family member)</p>	<p>N/A</p>
<p>4. Application fee of \$750 (+ GST) <i>(Please complete Section 6 above.)</i> <b>Important Note:</b> <i>the Application fee is non-refundable after submission of this Application.</i></p>	<p><i>Due on lodgement of Application.</i> Acknowledgement of commitment <input type="checkbox"/> <i>(Please tick to confirm you understand and agree to this condition)</i></p>
<p>5. Initial Period Restriction <i>(Permitted only to operate as an on course and telephone bookmaker for the Initial Period)</i></p>	<p>Acknowledgement of commitment <input type="checkbox"/> <i>(Please tick to confirm you understand and agree to this condition.)</i></p>
<p>6. Bookmaker via Acquisition <i>(You have acquired a share in a Bookmaker entity and are applying for membership in this capacity)</i></p>	<p><i>(Where this provision is answered Yes, VBA reserves their right to determine the applicable class of membership on behalf of the member)</i></p>
<p>7. Related Member Discount <i>(A 50% discount applies to a joining fee where the member underapplication is Related to a Member)</i></p>	<p><i>(Evidence may be required to satisfy this provision)</i></p>
<p>8. Familial Relationship and form of entity entered into with the family member. <i>(Detail the family member and type of partnership, company or entity entered into to satisfy "F" Class membership)</i></p>	<p>Type of relationship: _____</p> <p>Name of family member: _____</p> <p>Type of entity entered into: _____</p> <p><i>(Evidence of association with corporation/entity may be required)</i></p>
<p>9. Policy Documents <i>(Applicant/s to provide Policy Documents 21 days before beginning Initial Period, including: Terms and Conditions, Website Terms, Responsible Gambling Policy, Privacy Policy, Published Betting Rules, and other associated operational documents. The VBA may request changes before allowing you</i></p>	<p>Acknowledgement of commitment <input type="checkbox"/> <i>(Please tick to confirm you understand and agree to this condition.)</i></p>

<p><i>to start the Initial Period)</i></p>	
<p>10. Subsequent Period Restriction <i>(If, after the Initial Period, you decide to operate as an online bookmaker, you may be required to provide customer deposit ratio certificates, a customer deposit surety and further policy documents that relate to online bookmaking)</i></p>	<p>Acknowledgement of commitment <input type="checkbox"/> <i>(Please tick to confirm you understand and agree to this condition.)</i></p>
<p>11. Change in Membership Class <i>(You previously held a membership in a different category)</i></p>	<p><i>(You may be required to pay an Application Fee)</i></p>

## Annexure 2: Statement of Financial Position

Please complete all information below and sign the corresponding declaration at Section 4.

### Assets – Cash and Bank Balances

Name of institution	Account Type (e.g., cheque, savings)	Ownership (%)	BSB	Account Number	Current Balance (\$)
<b>Sub-total</b>					<b>\$</b>

Notes: Current Balance (\$) should reflect ownership percentage of the Account.

### Assets – Investments, including Superannuation (where legally able to access the benefits), life insurance, shares, unit trusts, etc

Name / Type of Investment	Investment Type (e.g., super, shares, etc)	Ownership (%)	Ticker Code	Share / unit price	Current Value (\$)
<b>Sub-total</b>					<b>\$</b>

Notes: Current Value (\$) should reflect ownership percentage of the Investment.

**Assets – Real Property**

Address	Property Description (e.g., house, unit, land)	Ownership (%)	Valuation Method (e.g., agent appraisal, rates notice)	Current Value (\$)
			<b>Sub-total</b>	<b>\$</b>

Notes: Current Value (\$) should reflect ownership percentage of the Real Property.

**Assets – Other including private company holdings, business interests, interests in (family) trusts**

Asset Type	Ownership (%)		Basis of Valuation	Current Value (\$)
			<b>Sub-total</b>	<b>\$</b>

<b>TOTAL ASSETS</b>	<b>\$</b>
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Notes: Current Value (\$) should reflect ownership percentage of the Investment. Supporting documentation is required to justify Current Value (e.g., latest audited annual accounts).

**Liabilities – Real Property Loans**

Name of Lender (e.g., bank)	Loan Security Property Address	Ownership (%)	Original Loan Balance (\$)	Monthly Repayment (\$)	Outstanding Balance (\$)
				<b>Sub-total</b>	<b>\$</b>

Notes: Outstanding Balance (\$) should reflect ownership percentage of the Liability.

**Liabilities – Loans, including Personal, Vehicle Leases, Hire Purchase, etc**

Name of Lender (e.g., bank)	Credit Type (e.g., personal)	Ownership (%)	Original Balance (\$)	Monthly Repayment (\$)	Outstanding Balance (\$)
				<b>Sub-total</b>	<b>\$</b>

Notes: Outstanding Balance (\$) should reflect ownership percentage of the Liability.

**Liabilities – Credit Cards, Store Cards, Unsecured Overdrafts, Utilities, etc**

Name of Lender (e.g., bank)	Credit Type (e.g., card)	Ownership (%)	Credit Limit (\$)	Monthly Repayment (\$)	Outstanding Balance (\$)
				<b>Sub-total</b>	<b>\$</b>

Notes: Outstanding Balance (\$) should reflect ownership percentage of the Liability.

**Liabilities – Australian Tax Office (includes income tax, GST), State Taxes (State Revenue Office), etc**

Name of Authority (e.g., ATO)	Debt (e.g., PAYG Tax Debt)	Debt Amount (\$)	Monthly Repayment (\$)	Outstanding Balance (\$)
			<b>Sub-total</b>	<b>\$</b>

Notes: Outstanding Balance (\$) should reflect ownership percentage of the Liability.



**Guarantees and Indemnities – guarantees, bonds, etc**

<b>Nature of Commitment</b>	<b>In Favour of (name person / entity)</b>	<b>Ownership (%)</b>	<b>Amount (\$)</b>	<b>Expiry Date of Commitment</b>	<b>Outstanding Balance (\$)</b>
<b>Sub-total</b>					<b>\$</b>

Notes: Outstanding Balance (\$) should reflect ownership percentage of the Liability.

**Contingent Liabilities – includes any impending Court judgement(s) / legal proceedings that may materially affect your financial position**

<b>Details</b>	<b>Identified Amount (\$)</b>
<b>Sub-total</b>	<b>\$</b>

Notes: Outstanding Balance (\$) should reflect ownership percentage of the Liability.

<b>TOTAL LIABILITIES</b>	<b>\$</b>
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<b>NET ASSETS</b>	<b>\$</b>
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## Annexure 3: Privacy Statement

All applicants must carefully read this section. By ticking below, they each agree to the following:

Tick box to acknowledge that I/we have read and agree to the Privacy statement

### 1. Our commitment

- 1.1 The Victorian Bookmakers' Association Limited (ABN 45 004 236 677) (**VBA/we/us/our**) is committed to providing you with the highest levels of customer service, which includes following our privacy protection obligations. We are bound by the *Privacy Act 1988* (Cth), which sets out principles concerning the protection of your personal information (the Australian Privacy Principles (**APPs**)). This policy describes how we manage your personal information and safeguard your privacy.
- 1.2 By providing us with personal information about yourself, you consent to the collection, use, disclosure, and transfer of your personal information as set out in this policy. VBA recommends that you keep this policy for future reference.

### 2. Your personal information

- 2.1 We only ever collect your personal information that is necessary for us to:
- lawfully and ethically carry on our business;
  - provide employment;
  - provide the services our members require;
  - identify potential suppliers, contractors and consultants with whom we may wish to deal at some stage;
  - let our members know about other VBA or related services which may interest them; and
  - assist us generally in managing transactions with our members, suppliers, contractors and consultants.
- 2.2 Personal information held by VBA may include your:
- name;
  - current and previous addresses;
  - telephone/mobile phone number;
  - email address;
  - bank account or credit card details;
  - Tax File Number;
  - Australian Business Number;
  - occupation;
  - driver's licence number;
  - VBA username or password; and
  - details of your VBA services (including their status).
- 2.3 If you choose not to provide certain personal information, VBA may not be able to provide you with the services you require, or provide the level of service on which we pride ourselves.
- 2.4 Please also be aware that there are some situations where we are required by law to collect personal information on you. In such circumstances, we will inform you of the law that imposes this requirement as well as the name of the Australian law or details of the court/tribunal order that requires or authorises the collection.

- 2.5 The kinds of personal information we collect, and hold will depend upon the types of dealings you have with us in respect of VBA or related services we provide to you, including member services, or obtain from you. Personal information may be contained in:
- a) information you give us when you request a service or information (direct or referred) from us, subscribe to our newsletters or like us or otherwise connect with us on social media platforms;
  - b) postings you make on any blog or other forums on any website we may operate;
  - c) any other publicly available sources of information;
  - d) information from the organisations identified below under “When we disclose your personal information” at items 3.2 and 3.3;
  - e) our records on how you use VBA’s services;
  - f) our records of communications between us and yourself, including in relation to any complaints or enquiries;
  - g) credit or banking related information necessary to process payment; and
  - h) information about the use of our services (direct or referred), or your opinions about those services, recorded when you respond to a survey or the like.
- 2.6 Please note that wherever possible we will seek to collect personal information only from you. We will only look to other means wherever it is unreasonable or impractical to collect the information from you directly. If we ever collect information from third parties, or it is possible that you are not aware of our having collected your personal information, we will notify you of the collection and the circumstances of the collection as soon as possible.
- 2.7 In the more common circumstances of VBA collecting information directly from you, and we believe that you are most likely aware of our collection, we will generally still endeavour to inform you why the information is being collected, unless the reason for the collection is self-evident.
- 2.8 You may occasionally need to provide personal information about other individuals to VBA (e.g., about your authorised representatives). If so, we rely on you to inform those individuals that you are providing their personal information to VBA and to advise them that we can be contacted for further information (see our contact details below).
- 2.9 Your personal information may be used to:
- a) verify your identity;
  - b) assist you to subscribe to VBA’s current services;
  - c) offer you and provide additional VBA or related services;
  - d) administer and manage those services, including charging, billing and collecting debts;
  - e) inform you of ways the services provided to you could be improved;
  - f) conduct appropriate checks, including for credit worthiness and fraud;
  - g) research and develop VBA’s services;
  - h) gain an understanding of your information and communication needs in order for VBA to provide you with a better service;
  - i) maintain and develop VBA’s business systems and infrastructure, including testing and upgrading of these systems; and
  - j) send you direct marketing if you permit us to do this (see item 2.10 below).

- 2.10 Your personal information is also collected so that VBA can provide, promote and also market its services to you (including by way of direct mail, email, telemarketing, and SMS messages). VBA does this to keep you informed of our services. If you do not wish us to promote and market our services, please call **+61 3 9376 1933**. In relation to marketing and promotional material sent via email, VBA will send such material to you unless you indicate you wish to opt-out by selecting this option in the email. If any problem occurs with your attempts to select the email opt-out option, please call us to report the issue and to opt-out, or alternatively email us directly at [info@vicbookmakers.com.au](mailto:info@vicbookmakers.com.au).
- 2.11 Where practical, you may interact with us anonymously or using a pseudonym. For example, providing feedback to VBA that does not require a response from us. In many cases, however, it will not be practical or possible to interact with us anonymously or using a pseudonym, as we will need your personal information to provide the services or information you are requesting. As an example, if you wish to subscribe to an email newsletter, then we will need an email address from you. We may also be required or authorised by law to only deal with individuals who have identified themselves, such as under Australian legislation or a court/tribunal order.
- 2.12 Sensitive information is personal information such as health information and information about racial or ethnic origin, religious beliefs, orientation, political opinions and/or criminal record. This information is generally afforded a higher level of privacy protection. In order to comply with privacy legislation obligations, we will collect sensitive information only where it is reasonably necessary to do so and you have consented, or we are required to do so by law. We may be required by law where there is a requirement or authorisation set out in any Australian legislation, an order from an Australian court/tribunal or where a "permitted general situation" exists as defined in the *Privacy Act*.
- 2.13 We do not generally disclose personal information to any recipients based overseas. If this changes, we will endeavour to update this policy as soon as possible. If at any point in time your personal information is disclosed to an overseas-based recipient (which may occur before this policy has been updated), we will notify you of the likely recipients, the country or countries which they are usually based in, and the reasons for the disclosure. We will also take all reasonable steps to ensure that the overseas recipient does not breach the applicable APPs.

### 3. When we disclose your personal information

- 3.1 Any personal information we collect about you will only be used for the purposes for which it is collected. It may be used or disclosed for another purpose in the following circumstances:
- a) you have given us express permission to do so;
  - b) it may be used for related purposes (such as to improve our services or website) or for directly related purposes (if sensitive information) if you would in the circumstances reasonably expect us to disclose the information; or
  - c) we are legally obliged to do so.

The above commonly occurs when VBA discloses the information to organisations outside VBA as described below in items 3.2 and 3.3.

- 3.2 In order to deliver the services you require, we may disclose your personal information to organisations outside of VBA. These organisations may carry out VBA's:
- a) customer enquiries;
  - b) mailing operations;

- c) billing and debt-recovery functions;
- d) information technology services;
- e) installation, maintenance and repair services;
- f) marketing and telemarketing services;
- g) market research; and
- h) website usage analysis.

3.3 VBA may also disclose your personal information to:

- a) your authorised representatives or your legal advisers (such as if you request us to);
- b) credit-reporting and fraud-checking agencies;
- c) credit providers (for credit-related purposes such as credit-worthiness, credit rating, credit provision and financing);
- d) VBA's related companies;
- e) third parties necessary to process and analyse data we collect on our websites, primarily to help us to improve our services;
- f) VBA's professional advisers/partners, including its accountants, auditors and lawyers, and any other affiliates or third parties necessary to process your transactions or service your membership account with the VBA;
- g) other information technology service providers (for example, if you obtain services from other providers, VBA may need to disclose your personal information for billing purposes);
- h) corporations and related persons as part of a corporate transaction involving, amongst other things, the transfer of all or part of its assets or as part of a corporate restructure; and
- i) government and regulatory authorities and other organisations, as required or authorised by law.

3.4 VBA takes reasonable steps to ensure that the organisations listed in items 3.2 and 3.3 above are bound by confidentiality and privacy obligations in relation to the protection of your personal information.

3.5 Once we no longer require your personal information for any of the purposes for which it was collected, we will, subject to any legal obligations and responsibilities, take steps to destroy or de-identify your personal information.

**4. How VBA protects your personal information**

4.1 When transmitting personal information to us through the internet, you should keep in mind that any internet transmission is not completely secure or error-free and you should take special care in deciding what personal information to send to us.

4.2 We take all reasonable steps to protect your personal information from loss, misuse, modification, or unauthorised access and disclosure. These steps include access control for our premises, confidentiality obligations imposed on our employees and use of security measures for computer system access.

4.3 We do not, however, accept any responsibility for the unauthorised access or use of personal information held by us. To the fullest extent permitted by law, we disclaim all liability and responsibility for any damages you may suffer due to any loss, unauthorised access, misuse, or alteration of your personal information, either during transmission of that information to us or after we receive it.

4.4 You may from time to time have access to websites operated by companies unrelated to us through links on our own website. Those unrelated websites are not subject to our privacy standards, and we are not responsible for

their privacy practices or the content of such other websites. You should contact those websites directly to ascertain their privacy standards, policies, and procedures.

## 5. VBA's website

- 5.1 VBA provides services via its website. When you visit VBA's website, our web servers record anonymous information such as the time, date, and URL of the request. This information assists VBA to improve the structure of our website and monitor its performance.
- 5.2 VBA may use "cookies" on its website. Cookies are an industry standard and most major websites use them. A cookie is a small text file that our website may place on your computer. Cookies are usually used as a means for VBA's website to remember your preferences, as such, cookies are designed to improve your experience of VBA's website.
- 5.3 In some cases, cookies may collect and store personal information about you. VBA extends the same privacy protection to your personal information whether gathered via cookies or from other sources. You can adjust your Internet browser to disable cookies or to warn you when cookies are being used. If you do disable cookies, however, you may not be able to access certain areas of our websites or take advantage of the improved website experience that cookies offer.
- 5.4 VBA also collects Internet Protocol (IP) addresses. IP addresses are assigned to computers on the internet to uniquely identify them within the global network. VBA collects and manages IP addresses as part of the service of providing internet session management and for security purposes.

## 6. Changing your personal information

- 6.1 VBA takes all reasonable precautions to ensure that the personal information it collects, uses and discloses is accurate, complete and up-to-date. The accuracy of that information, however, depends to a large extent on the information you provide. It is for this reason VBA highly recommends that you:
- a) let VBA know if there are any errors in your personal information; and
  - b) keep VBA up to date with changes to your personal information including but not limited to your name, address or bank account details.
- 6.2 If you are a subscriber to one of VBA's services, including as a member, you may change your personal details by contacting VBA on **+61 3 9376 1933** or [info@vicbookmakers.com.au](mailto:info@vicbookmakers.com.au). Please contact us as soon as possible if any of the situations described in items 6.1(a)-(b) above occur at any stage.
- 6.3 If we have disclosed your information to another entity or other third party, we will notify them of the corrections to your information if you request us and may forward them a copy of the corrected information.
- 6.4 We will respond to any request to correct personal information within a reasonable period after the request is made. The length of time which is reasonable will depend on the individual circumstances of each information change request.
- 6.5 If for any reason we cannot comply with your request to correct your information, we will send you a written notice setting out:
- a) the reasons for the refusal (except to any extent that it would be unreasonable for us to do so);
  - b) how you may complain about our refusal; and

- c) any other matter prescribed by the *Privacy Regulation 2013 (Cth)* (**the Regulations**).

## 7. Accessing your personal information

- 7.1 In most cases, you can gain access to personal information held about you, subject to certain exceptions allowed by law. You can contact us if you would like details of your personal information which we may hold, as well as if you would like us to change or correct it as described in items 6.1 and 6.2 above. We will handle any request in accordance with the relevant privacy legislation.
- 7.2 If you would like to contact us for access to your personal information, you will need to put your request in writing for security reasons, and either send it by mail to **Victorian Bookmakers' Association Limited, 400 Epsom Road, Flemington, Victoria, Australia, 3031**, or by email to [info@vicbookmakers.com.au](mailto:info@vicbookmakers.com.au).
- 7.3 We reserve the right to charge you a reasonable fee for providing access to personal information we hold about you. We will deal with requests as quickly as possible, but requests for a large amount of information, or information which is not currently in use, may require time to process.
- 7.4 If you have any other questions in relation to privacy, are concerned that we have breached your privacy, or concerned that we have otherwise breached or failed to follow the APPs and you would like to make a complaint, please contact VBA on **+61 3 9376 1933**, write to our **Executive & Operations Officer, Victorian Bookmakers' Association Limited, 400 Epsom Road, Flemington Victoria 3031 Australia**, or send an email to [info@vicbookmakers.com.au](mailto:info@vicbookmakers.com.au).
- 7.5 If we refuse to grant you access to your information for legal reasons, we will send you a written notice setting out:
  - a) the reasons for the refusal (except to any extent that it would be unreasonable for us to do so);
  - b) how you may complain about our refusal; and
  - c) any other matter prescribed by the Regulations.

## 8. Policy updates

We may change our privacy policy from time to time to comply with new laws or industry codes of practice which are developed, or to comply with VBA's own changes to our means of handling information. It is your responsibility to refer to our privacy policy from time to time to familiarise yourself with any changes. We encourage you to visit our website regularly for any updates to this policy.

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