
E Self-exclusion programs and exclusion on welfare grounds

Problem gamblers sometimes seek to control their gambling by excluding themselves from gambling venues — ‘self-exclusion’. Formal self-exclusion programs are available in many countries and in every jurisdiction in Australia.

Jurisdictions also allow licensees to exclude problem gamblers involuntarily under various gaming machine acts or codes of practice if their gambling is damaging to themselves or their dependants (that is, on welfare grounds). In addition, some casinos allow staff-initiated exclusion on welfare grounds. Family members have recently become able to initiate exclusions in some jurisdictions.

This appendix:

- provides a brief discussion of the operation of self-exclusion programs in Australia, such as the types of schemes and the number of exclusions in force. It also discusses involuntary exclusions based on welfare grounds (E.1)
- explores the strengths and weaknesses of exclusion schemes, drawing on domestic and overseas research (E.2)
- provides detailed information on the exclusion policies in place in Australia (E.3).

E.1 Operation of schemes in Australia

In most states and territories, clubs and hotels are required to develop and operate self-exclusion programs (section E.3). The exceptions are Tasmania, which has a government-administered scheme that allows state-wide self-exclusions, and Western Australia, where electronic gaming machines are only permitted in the casino. For casinos, the specific power to grant self-exclusions is provided by legislation in all jurisdictions except Western Australia (although the casino in Western Australia runs a program voluntarily).

Self-exclusion programs are similar in many respects to the procedures that venues use to control unacceptable behaviour. They are backed by a legal right to use

reasonable force to remove excluded patrons and, in large venues, are the responsibility of security departments. The main difference between voluntary and involuntary exclusions is that voluntary agreements emphasise a personal responsibility to stay away.

Features of self-exclusion programs

By signing a self-exclusion agreement, people usually agree to certain obligations and forgo some rights. These include:

- agreeing not to enter the gaming area and not to play gaming machines at the nominated venue(s) or not to enter the venue at all
- authorising staff to stop them from entering or remaining in a gaming area or a venue that they are excluded from
- authorising photographs and personal details to be taken and disseminated to relevant venues and for the venues to display the photographs
- waiving the right to sue nominated venues, their staff or the program administrator on the grounds of assault, defamation or failing in a duty of care to exclude
- accepting their personal responsibility to stay away
- acknowledging that nominated venues or their staff have no legal duty implied by the self-exclusion deed.

A breach is recorded if a person is discovered contravening their agreement. The first time a person is discovered breaching self-exclusion, they are typically asked to leave the venue. In some jurisdictions, this process also involves the attendance of a representative from the gambling regulator. While rarely used, someone breaching a self-exclusion agreement can, in most jurisdictions, be charged with an offence and/or be fined. Repeat offenders may also be placed under involuntary exclusion orders — subjecting them to harsher penalties should they re-offend.

Self-exclusion programs in Australia have many common features:

- a gambler makes an initial request for self-exclusion to a venue staff member or the central administrator of a self-exclusion program
- during the initial interview, applicants are given information/referrals to problem gambling counsellors, are advised about their legal responsibilities and the penalties that can be imposed if they break their agreements
- photographs and details are distributed to the venues from which the applicants have excluded themselves

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- people entering self-exclusion agreements have their memberships cancelled and have their names removed from mailing lists so they are not sent advertising for gaming events
 - self-exclusion agreements can be revoked prior to reaching their agreed end-dates
 - often people are contacted before their agreements expire and asked if they want to have their exclusion extended
 - most schemes require the removal of records once agreements have lapsed or been revoked. This measure may reduce privacy concerns, which could otherwise prevent some problem gamblers from entering into self-exclusion programs.

However, there are significant differences across jurisdictions and venues between the various self-exclusion arrangements, which affect the obligations of venues, and the features of, and mechanisms for, self-exclusion (with the detail described in section E.3). In some cases, the variations reflect the decisions of venues, rather than regulatory requirements.

Some of the variations between jurisdictions and venues include:

- under some programs, individual venues have responsibility for conducting interviews with applicants for self-exclusion. In other programs, a central administering body conducts the initial interview
- in different jurisdictions, the length of self-exclusion agreements can vary. Agreements may be for an indefinite period or may expire after a period of months or years. In some cases applicants can specify how long the self-exclusion period will last
- the minimum period during which an agreement cannot be revoked
 - the two most common minimum periods are six months and twelve months
- the procedures for revoking a self-exclusion agreement differ
 - some schemes require an interview either with the venue or more usually with the central program administrator
 - at the interview, a letter from a supporting person is usually required. In some jurisdictions, a letter from a family member or friend is needed, while other schemes require a gambling counsellor to write a letter supporting a revocation
 - evidence that the person has attended problem gambling counselling is often required

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- some agreements offer the choice of exclusion from multiple venues, while others only offer single-venue exclusions.

While the Commission has recommended a more coherent set of arrangements for the core features of self-exclusion (chapter 10), it has not recommended that all of the variations should be eliminated. The costs of eliminating all variations may be high compared with the benefits, and some variation may suit the circumstances of the venues and/or provide useful experimental evidence about effective arrangements.

How many people use self-exclusion programs?

The Commission estimates that there are around 15 000 self-exclusion agreements in force (table E.1). This suggests that between 9 and 17 per cent of problem gamblers in Australia are currently self-excluded.

This range is an approximation because:

- for most casinos the most recently available numbers were for 2002 and these probably understate the 2009 numbers
- some gamblers may have self-excluded under multiple programs (such as casino and club programs) and so will be double counted
- even though we have attempted to include only information on the number of *current* agreements, some lapsed or revoked agreements may still have been counted.

Findings from Australian surveys of problem gamblers

State gambling-prevalence surveys also provide data on self-exclusions. The various prevalence surveys reported that 31 to 61 per cent of problem gamblers surveyed have attempted to self-exclude (AC Nielson 2007; Queensland Government 2006; 2008; South Australian Department of Families and Communities 2006). These surveys generally interview less than 200 people who are categorised as problem gamblers, regardless of whether or not they are attending help services.

These estimates are likely to overstate the number of self-exclusion agreements as the prevalence surveys do not directly ask respondents to report whether they have *formally entered* self-exclusion agreements. Rather, they ask respondents to report *attempts* to self-exclude. In a review of prevalence estimates, the South Australian Centre for Economic Studies found only around half of those people attending self-exclusion interviews (and therefore making some attempt to self-exclude) go on to sign self-exclusion agreements (SACES 2003).

Table E.1 Exclusion agreements

State	Venue(s)	Year of data	Exclusion agreements
			Number
NSW	Star City Casino	2006-07	1962
	BetSafe (NSW, and ACT)	2009	1855
	GameCare (AHA NSW)	2009	934
	ClubSafe	2009	1000 (est) ^b
	BetCare (wagering)		
VIC	Crown Casino	2002	860
	Hotels and clubs and pubs (AHA Vic)	2009	1830
	BetCare (wagering)		
QLD	Conrad Treasury Casino (Brisbane), Conrad Jupiter's Casino (Gold Coast), Jupiter's Townsville Hotel and Casino, Sofitel Reef Casino (Cairns)	2009	788
	Clubs and hotels	2009	2385
SA	SkyCity Casino (Adelaide)	2002	288
	Clubs and Hotel self-exclusions and licensee-initiated exclusions made under the SA Gaming Machines Act (administered by the OLGC)	2009	605 ^c
	Self barrings made through the IGA one-stop shop program)	2008	804
WA	Burswood Casino	2002	452
TAS	Wrest Point Casino	2002	200
	Country Club Casino (Launceston)	2002	126
	Clubs and Hotels		–
	Clubs and Hotels (Tasmanian Gambling Exclusion Scheme) ^c	2007	282
NT	SkyCity Casino (Darwin)	2009	36
	Lasseters Hotel Casino (Alice Springs)	2009	24
	Clubs and Hotels		–
ACT	Casino Canberra	2009	171
	Clubs and Hotels		–
Total			14 602^a

^a Our estimate of the number of self-exclusions from casinos (4907) differs from the estimate made by Allens Consulting in their attachment to the Australasian Casinos Association submission (sub 214). They identified 16 000 self-exclusions in Australian casinos in 2008 (p. 55 of *Casinos and the Australian Economy*, attachment to sub. 214). However, this estimate includes involuntary exclusions — which, based on numbers published in NSW and Victoria (NSW Casino Control Annual Report 2006-07), would make up more than half of all exclusions. It may also include agreements that have lapsed or been revoked. ^b This is a 'best guess' estimate provided by ClubsNSW. ^c This figure includes self barrings (the majority) and licensee-initiated barrings (where the licensee believes the person or the person's dependants are suffering harm because of excessive play).

Sources: Information requests from the various Australian Hotels Associations, various Club associations, from BetSafe, and from the various State and Territory Regulators; SACES (2003); and SA Centre For Economic Studies (SACES) (2008), *Social and Economic Impact Study into Gambling in Tasmania*, vol. 1, Final Report, commissioned by the Tasmanian Department of Finance and Treasury, p. 189; Information provided by the ACT Treasury.

The Productivity Commission surveyed problem gamblers undergoing counselling (appendix F). Based on the survey responses received, 39 per cent of problem gamblers undergoing counselling had self-excluded from gambling. This figure is likely to overstate the true proportion among the full population of problem gamblers because:

- those in counselling are more likely to try to control their problem gambling than those who are not
- attending problem gambling counselling is usually a requirement of self-exclusion programs.

In summary, we estimate that somewhere between 10 to 30 per cent of problem gamblers have a current self-exclusion agreement in place.

E.2 Research on the effectiveness of self-exclusion arrangements

Several studies have examined the effectiveness of self-exclusion schemes operating in Australia and overseas. The assessments of Australian and overseas self-exclusion programs (boxes E.1 and E.2) generally find that the majority of participants benefit from such schemes. These benefits include participants reporting:

- decreases in gambling expenditures and improved financial circumstances
- that they feel they have more control of their circumstances
- that they mostly did not breach their self-exclusion arrangements
- that if they attempted to breach their self-exclusion agreements, they were often identified by venue staff.

But, these studies also find that a substantial minority of self-excluded gamblers breach their agreements and continue to gamble.

While these studies provide evidence of positive impacts associated with self-exclusion programs, they do not indicate the magnitude of any *causal* link. A gambler's willingness to address their adverse gambling behaviours precedes self-exclusion. It is likely that a combination of that willingness and the self-exclusion, results in better outcomes for the problem gambler. Ideally, research would separate the effects of motivation and self-exclusion, though in practice that would be hard to do. However, it is likely that the two effects are complementary. A motivation to change leads to better outcomes, and self-exclusion reinforces that motivation.

Box E.1 Assessments of Australian self-exclusion arrangements

A survey of 135 problem gamblers participating in the Australian Hotels Association (AHA) NSW self-exclusion program in 2005 (Croucher and Leslie 2007) found that:

- nearly all participants were supportive of the program, stating that there had been positive financial and relationship outcomes
- around 70 per cent of gamblers participating in the program reduced their gambling expenditure by at least half
- 45 per cent of males and 33 per cent of females returned to gamble at the venues from which they had excluded themselves
- around 75 per cent started gambling again within six months of their initial self-exclusion.

Macquarie University conducted an independent assessment of the NSW GameCare program in 2003. It found that:

- 88 per cent of surveyed participants found the self-exclusion program to be satisfactory
- 76 per cent of surveyed participants found themselves financially better off
- 65 per cent cited significant improvement in their personal relationships
- more than 70 per cent reported significant reductions in the money spent on gambling
- of those who reported breaching self-exclusion, 63 per cent received direct intervention from hotel staff. (sub. 175, p. 87)

Australian qualitative evaluations of impacts

Qualitative Australian studies have identified several flaws in self-exclusion arrangements,¹ including:

- self-exclusion agreements could easily be breached
- problem gamblers were discouraged by certain ‘barriers’ from self excluding
- some elements of self-exclusion programs were ineffective
- information collection was poor.

These studies also suggested ways to improve self-exclusion arrangements, which partly informs the analysis in chapter 10.

¹ The main studies are the Gambling Research Panel’s (SACES 2003) evaluation of Victorian self-exclusion programs and the IPART (2004) evaluation of self-exclusion programs in NSW.

Box E.2 Assessments of overseas self-exclusion arrangements

Ladouceur, Jacques, Giroux, Ferland and Leblond (2000) conducted a study of 220 individuals who excluded themselves from casinos in the province of Quebec, finding that:

- 66 per cent barred themselves for 12 months or less, 9 per cent for more than 12 months and less than five years and 25 per cent for five years
- 36 per cent reported returning to the casino during the exclusion period
- 50 per cent reported having gambled on other games, such as video-lottery games during their self-exclusion period
- 30 per cent of participants did not gamble at all during their self-exclusion period.

In a second study Ladouceur, Sylvain and Gosselin (2007) interviewed 117 participants in self-exclusion programs.

- A third of the participants excluded themselves for six months, 46 per cent for 12 months and 21 per cent for 24 months or more.
- Six months after signing their agreements, around 60 per cent of those excluding for six months were found to have stayed away.
- Twelve months after signing, 45 per cent of those with 12 month agreements and 90 per cent of those with 24 month agreements had stayed away.
- Eighteen months after signing, 73 per cent of those with 24 month agreements had stayed away.

The researchers found that some participants did not understand that, under the agreements, they bore the main responsibility to stay away, not the venue staff.

SOGS and DSM-IV scores were found to be significantly reduced over the exclusion period. When the researchers conducted follow up interviews, they found large reductions in the urge to gamble and large perceived increases in control over gambling. Overall, the intensity of the negative consequences of gambling on daily activities, social life, work and mood were significantly reduced.

Nowatzki and Williams (2002) compared studies of self-exclusion policies in the Netherlands and in various Canadian provinces. They note that fewer self-excluded gamblers break their agreements in the Netherlands, where casinos are required to ask patrons for photographic identification upon entry and where computer databases are then used to identify self-excluded persons.

Difficulties in indentifying breaches of self-exclusion agreements

Any weakness in enforcing self-exclusion agreements reduces their effectiveness. The Gambling Research Panel's (SACES 2003) evaluation of Victorian self-exclusion programs found weak enforcement:

Identifying self-excluded patrons from photographic information is highly problematic from the venues' perspective and the problem of detection can only be compounded with any expansion of the program. If the police conclude it is difficult to identify someone from a photograph only, we have concerns as to whether this method is appropriate and realistic for gaming venues and their staff.

Self-excluded patrons report that it is commonplace for breaches to occur and to go undetected. There are no systematic procedures in place to counter this.

In a recent paper sponsored by the industry, it is reported that “monitoring and enforcing self-exclusion requirements has met with varying degrees of success. There are suggestions that venues find it difficult to enforce”. There is also a conflict of interest where enforcing self-exclusion may impact directly on operator income. Clearly, discretionary systems are vulnerable to the actions of self-interested parties. (SACES 2003, pp. vi–viii)

The evaluation went on to say:

The current system is not capable of enforcing self-exclusion and this runs counter to the expectations of self-excluded patrons, counsellors, the media and the community. A failure to detect seriously undermines the program. ... The problem of identification and detection at the venue level is a significant weakness of the program and this will remain, as long as photo recognition-based identification is relied upon. (SACES 2003, p. viii, p. ix)

The IPART (2004) evaluation of self-exclusion programs in NSW also identified flaws in identification processes. For example Star City, while commenting that they thought their program was useful, said that:

...it is not possible to prevent all self-excluded patrons from returning to the casino. People who are determined to breach their orders can disguise themselves in order to try to avoid detection. (IPART 2004, p. 78)

On the other hand, self-exclusion programs may be somewhat effective, even without enforcement, because:

- they allow problem gamblers to make a public commitment to stop gambling
- some problem gamblers will wish to avoid the *potential* embarrassment of being caught in breach of a self-exclusion agreement.

Even so, at least some problem gamblers have difficulty controlling their impulse to gamble. Enforcement of self-exclusion orders would be most beneficial for this group.

The evaluation of Victorian self-exclusion programs (SACES 2003) proposed several measures to achieve better enforcement (some of which we take up in chapter 10), including:

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- introducing an alternative system of identification involving a central database, along with the exchange of information and photos
 - developing alternative strategies such as pre-commitment
 - having venues issue reminder notices when there are breaches
 - standardising the reporting of breaches
 - displaying information on self-exclusion programs more prominently within venues.

While databases of self-excluded persons can be used to directly identify and prevent people from entering gaming areas in breach of agreements, they could also be used to reduce incentives for self-excluded people to breach their agreements in the first place. For example, in Victoria, legislation requires self-excluded persons who are found to be gambling in breach of their agreements to forfeit any prizes they win. The existence of a jurisdiction-wide database introduces the possibility of improving detection rates by requiring winners to provide identification before they can claim prizes large enough to be paid by cheque.

BetSafe also suggested using forfeiture of prizes to reduce incentives for self-excluded persons to re-enter gaming areas:

BetSafe has developed a policy of asking problem gamblers to agree to a sanction at the time they sign their self-exclusion deed. The sanction is that if they breach their self-exclusion they will forfeit any prize they may win. At the time of winning a prize a person must provide identification and is more likely to be identified, particularly if they entered the venue using a disguise.

In practice, it has not been necessary to carry out the forfeiture, because the thought that a prize might be forfeit is enough to discourage most self-excluded patrons from trying to re-enter BetSafe venues. (sub. 93, p. 15)

Forfeiture of prizes was also raised in the South Australian report into barring arrangements undertaken by the South Australian Independent Gambling Authority. While they did not recommend forfeiture for barred persons, a number of stakeholders were in favour of forfeiture to increase compliance with barring agreements. These included the South Australian branch of the Australian Hotels Associations and Clubs SA. (SA IGA 1999, pp. 28 and 52)

Self-exclusion from multiple venues

A commonly identified flaw in single-venue self-exclusion arrangements is the capacity for a problem gambler to gamble at alternative venues. One problem gambler argued that self-exclusion programs were ineffective for this reason:

Self-exclusion programs do not work for most, as we will always find a ‘venue’ to gamble at, one were we haven’t been self-excluded. (sub. 148, p. 7)

In recognition of this problem, club and hotel self-exclusion programs generally offer the option of excluding from multiple venues. South Australia and Tasmania have gone even further, implementing programs that allow self-exclusion from all gaming venues state-wide.

However, as observed by SACES (2003) and IPART (2004), even with a capacity for multiple-venue exclusions, the problems of enforcing these exclusions are still significant (an issue taken up in chapter 10).

Barriers to signing agreements

Evidence from reviews, problem gamblers and others suggests that there are frictions in the process of self-exclusion that can deter gamblers.

In their submission to this inquiry, BetSafe commented on barriers to entering into agreements, including unsupportive venue staff:

There is considerable variation in the success of self-exclusion programs. Some gaming venues actively promote self-exclusion and make the process quick and effective. Others take little interest and discourage inquiries from patrons who wish to self-exclude. (sub. 93, p. 18)

One participant in the Commission’s survey indicated: ‘[The] manager was unsupportive, [he] emphasised if I self-excluded [I] would miss out on other club activities. [I] felt embarrassed.’

Some programs run by centralised administrators do not allow for the immediate commencement of a self-exclusion agreement. Rather, staff from the program administrator contact the applicant who has requested self-exclusion from a venue to organise a subsequent interview at a site away from the venue. (Only the applicant’s contact details are recorded at the time of the initial approach.) After the interview, the applicant is then invited to sign and enter into the actual self-exclusion agreement — creating a time delay and some inconvenience for problem gamblers wanting to control their gambling. For example, one person in the Commission’s survey of problem gamblers said that they ‘had to go through too much to self-exclude’. Such complexities may deter some from taking action. As recommended in chapter 10, one solution would be to allow gamblers the option of entering into a self-exclusion agreement at the time they make the initial approach.

IPART also commented on this issue.

The Tribunal considers it should be a mandatory requirement that all self-exclusion schemes enable patrons who nominate for self-exclusion to enter into a self-exclusion deed immediately. Such a requirement will enable problem gamblers to follow through with their decision to self-exclude at the point of their crisis. (IPART 2004, p. 80)

IPART also observed that the delays were longer in some programs because they required applicants to attend counselling before allowing the signing of self-exclusion agreements (IPART 2004, pp. 78-79 and table 6.2).

The need to attend a gambling venue to self-exclude (as is the case for the NSW ClubSafe program) is also potentially problematic, particularly at smaller venues. Some gamblers may be embarrassed to discuss self-exclusion at their local venue, or may have concerns about being tempted to gamble while at the venue.

Third-party exclusions

The formal capacity for family members to initiate exclusions is not universal across jurisdictions and venue types. For example, several casinos do not provide specific procedures or application forms for third-party exclusion. In these cases, third-party exclusions have to follow a more difficult process, based on the general ability of the casinos to exclude a patron on the grounds of problematic behaviour.

E.3 Existing self-exclusion arrangements — the details

Most states and territories have many pieces of legislation relating to gambling and multiple regulatory bodies (chapter 17). As such, it is often difficult to identify the legislative and regulatory basis of some gambling policies. The following tables (E.2 to E.7) outline the Commission's understanding of the legislation and regulation relevant to self-exclusion programs and describes how those programs work.

Table E.2 Responsible bodies, legislation and codes of practice relating to self-exclusion programs

	<i>Responsible government body</i>	<i>Legislation or codes of practice</i>
NSW	NSW Casino Liquor and Gaming Control Authority (NSW CLGCA)	Casino Control Act 1992 no. 15 Casino Control Regulation 2009 Gaming Machines Act 2001
Victoria	Victorian Commission for Gambling Regulation (VCGR)	Casino Control Act 1991 Gambling Regulation Act 2003
Queensland	Queensland Office of Liquor and Gaming Regulation (QLD OLGR) Queensland Gaming Commission (QGC)	Casino Control Act 1982 Gaming Machine Act 1991 Cairns Casino Agreement Act 1993 Queensland Responsible Gambling Code of Practice
South Australia	Office of the Liquor and Gambling Commissioner (SA OLGC) Independent Gambling Authority (SA IGA)	Casino Act 1997 Gaming Machines Act 1992 Independent Gambling Authority Act 1995 Problem Gambling Family Protection Act 2004 South Australian Responsible Gambling Code of Practice
Western Australia	Gaming and Wagering Commission of Western Australia — Department of Racing Gaming and Liquor	Casino Control Act 1984
Tasmania	Tasmanian Gaming Commission (TGC)	Gaming Control Act 1993
ACT	Gambling and Racing Commission (GRC)	Casino Control Act 2006 Gambling and Racing Control Act 1999 Gambling and Racing Control (Code of Practice) Regulation 2002
Northern Territory	Racing Gaming and licensing — Northern Territory Treasury (RGL)	Gaming Control Act 2000 A Code of Practice for Responsible Gambling

Source: Various government agencies responsible for gambling regulation.

Table E.3 Self-exclusion legislation for casinos

NSW	The Casino Control Act 2009 provides the right to self-exclude. The regulations require the casino to have their self-exclusion policy approved by the regulator.
VIC	The Casino Control Act 1991 provides the right to self-exclude. The regulations require a self-exclusion program as a condition of having a licence.
QLD	The Casino Control Act 1982 provides the right to self-exclude and to self-exclude on welfare grounds. The QLD OLGR's mandatory Responsible Gambling Code of Practice require self-exclusion programs and venue-initiated exclusions on welfare grounds.
SA	The Casino Act gives the right to self-exclude. The Responsible Gambling (Casino) Code of Practice requires casinos to provide self-exclusion programs. The Independent Gambling Authority also operates its own self-exclusion program. The Problem Gambling Family Protection Act 2004 allows for third-party initiated exclusions on welfare grounds.
WA	The Casino Control Act gives the operator a general right to exclude.
TAS	The Gaming Control Act specifically allows for self-exclusions and for third-party exclusions. Self-exclusion and third-party exclusion are also available through the Gaming Commission.
ACT	The Casino Control Act gives a general right to exclude. The Gambling and Racing Control Act allows the regulator to create regulations requiring self-exclusion programs. The mandatory code of practice administered by the ACT GRC requires casinos to offer self-exclusion and exclusion on welfare grounds where it is believed that a person's gambling is harming them or their dependents.
NT	The Gaming Control Act gives a general right of exclusion for casino licensees. The Northern Territory's mandatory Code of Practice for Responsible Gambling requires self-exclusion programs.

Table E.4 Self-exclusion legislation for clubs, pubs and hotels

NSW	The Gaming Machines Act 2001 requires venues to offer self-exclusion programs
VIC	The Gambling Regulation Act 2003 requires venues to have a self-exclusion program approved by the VCGR.
QLD	The Gambling Legislation Amendment Act 2004 and the QLD OLGR's mandatory Responsible Gambling Code of Practice require self-exclusion programs and venue-initiated exclusions on welfare grounds. They also require a statutory duty for venues to act on self-exclusion requests. The code also specifies key elements which must be included.
SA	The SA's mandatory code of practice for gaming-machine venues requires them to have a self-exclusion program. The Independent Gambling Authority also operates its own self-exclusion program. The Problem Gambling Family Protection Act 2004 allows for third-party initiated exclusions on welfare grounds.
TAS	Self-exclusion is allowed by the Gaming Control Act 1997. The Act also specifies minimum and maximum periods allowed for self-exclusion programs. Self-exclusion and third-party exclusion are also available through the Gaming Commission.
ACT	The mandatory code of practice administered by the ACT GRC requires venues to offer self-exclusion and exclusion on welfare grounds where venues believe that a person's gambling is harming them or their dependents. The code also specifies key elements which must be included.
NT	The NT's mandatory Code of Practice for Responsible Gambling requires self-exclusion programs.

Table E.5 The process of self-exclusion in clubs, pubs and hotels

Industry organisations and government agencies that provide standard self-exclusion programs

Industry organisations and government agencies that provide standard self-exclusion programs

NSW	1) AHA (NSW) Program — GameCare 2) ClubsNSW — Clubsafe 3) BetSafe — 42 registered clubs in NSW and ACT participate.
VIC	AHA (VIC) and ClubsVic Program.
QLD	AHA (QLD).
SA	1) Independent Gambling Authority (IGA) Program 2) SA OLGR — Licensee exclusions under the Gaming Machines Act 3) AHA (SA).
TAS	Tasmanian Department of Treasury and Finance, Liquor and Gaming Branch – The Tasmanian Gambling Exclusion Scheme
ACT	1) ClubsACT Program 2) BetSafe.
NT	Northern Territory Treasury (RGL) — Racing Gaming and licensing — The NT Code of Practice for Responsible Gambling specifies a generic self-exclusion form.

Organisations that provide services such as recording applications, interviewing applicants, sitting in on interviews and/or which make recommendations about whether to accept revocations

NSW	1) AHA (NSW); 2) ClubsNSW; and 3) BetSafe.
VIC	AHA (Vic) for both hotels and clubs/pubs until 2008. From 2009 ClubsVic has provided self-exclusion services for clubs.
QLD	AHA(QLD).
SA	1) IGA; 2) OLGR; 3) AHA (SA).
TAS	AHA(Tas). Applications can be made to the TGC or to registered and accredited providers — Anglicare, Relationships Australia and Gambling and Betting Addiction.
ACT	BetSafe.

Sources: Various acts and codes of practice listed in table E.2.

Table E.6 Self-exclusion programs run by casinos

<i>State</i>	<i>Casinos</i>	<i>Program details</i>
NSW	Star City Casino	<p>Agreements are for a minimum period of 12 months. They cannot be revoked within the first 12 months. Requests for revocation must be accompanied by a gambling assessment conducted by a qualified gambling counsellor and a letter of support from a family member.</p> <p>Requests are considered by the Exclusion Review Committee. The casino issues non-voluntary exclusions when it is concerned about the welfare of a patron because of their gambling behaviour. There are no penalties for self-excluded patrons who breach their exclusion orders.</p>
VIC	Crown Casino	<p>The period of self-exclusion is usually indefinite. A self-excluded person may appeal in writing to the VCGR to revoke an agreement within 28 days of signing. A self-excluded person may request revocation of the self-exclusion agreement by writing to Crown with an accompanying report provided by a gambling counsellor or psychologist or similar. This request is considered by the Crown Self-Exclusion Revocation Committee. Revocation is generally not considered by the Committee until a 12 month breach free period has passed. Identification of a self-excluded person in the casino requires the attendance of a VCGR Government inspector.</p> <p>The law provides for a fine consisting of 20 Penalty Units (2009 amount per Penalty Unit is \$116.82) for a self-excluded person entering the casino although this has not been enforced in practice.</p>
SA	SkyCity Casino (Adelaide)	<p>Agreements are for a 12 month minimum with no end date and they cannot be revoked earlier than agreed within the first 12 months. The Act provides for a fine of up to \$2500 for an excluded person entering the casino.</p> <p>To rescind a self-exclusion arrangement after the 12 month minimum an excluded person must: apply in writing/make an appointment to be interviewed; attend counselling; and have a letter proving that they did so; participate in the case-management program for at least three months; and must set pre-commitment limits, with player follow-up reviews at 6 and 12 months.</p> <p>The casino has a third-party exclusion process, which includes SkyCity barring due to welfare concerns.</p>
WA	Burswood Casino	<p>While not required by legislation, the casino voluntarily has a self-exclusion program. The minimum period for an agreement is 12 months and they do not expire. Revocation requires that the patron has attended gambling counselling. The patron has to attend interviews when revoking and at 6 and 12 weeks after revoking. The casino has a third-party exclusion process and may involuntarily bar patrons through this process.</p>
TAS	Wrest Point Casino	<p>Self-exclusion applications are processed by Break-even Services, which forwards the details to the casino. Agreements have no particular duration and they can be revoked by the excluded person at any time. The Tasmanian Treasurer has recently directed the Tasmanian Gaming Commission to make several amendments to the Gaming Control Act 1993, which will:</p> <ul style="list-style-type: none"> • mandate minimum and maximum periods for self-exclusion • limit the type of exclusion to either the whole of the venue or restrict the exclusion to the gaming footprint of the venue.
	Country Club Casino Launceston	As above

(Continued next page)

Table E.6 (continued)

ACT	Casino Canberra	<p>Self-exclusion is a voluntary exclusion and is generally for a minimum period of three months. Revocation of the exclusion order is made in writing to the Gambling Contact Officer or to the Exclusion Committee for review. If the patron is still deemed to be at risk, the exclusion period may be continued. All exclusions are capable of being reviewed by the casino or by the Gambling and Racing Commission.</p> <p>If the gambler breaches the self-exclusion order, the patron will be warned in the first instance and will be removed from the casino. Subsequent breaches will result in the casino reporting them to the ACT police.</p>
NT	<p>SkyCity Casino (Darwin)</p> <p>Lasseters Hotel Casino (Alice Springs)</p>	<p>Provision of a self-exclusion program is compulsory under the NT Code of Practice for Responsible Gambling (gazetted June 2006). Under this code there is a minimum period of three months and an indefinite maximum period. Customers may exclude from a gaming area, all gaming areas, or the entire premises. Self-exclusion may only be revoked with a letter from a gambling counselling service provider that supports the revocation. A breach of a self-exclusion order does not constitute an offence under NT law. Any detected breach is personally followed up by a warning from the compliance and host responsibility manager. Upon the third breach, self-excluded patrons are issued with a section 33 barring notice under the Gaming Control Act for which penalties may be incurred. Staff are encouraged under a SkyCity staff program to identify and report self-excluded patrons.</p> <p>As for SkyCity Casino (Darwin). The excluded patron will also receive a document that states the terms of their self-exclusion. If the patron gambles during the self-exclusion period they do so at their own risk. No claim can be made for any financial loss incurred if they gamble during the exclusion period. The licensee is authorised to remove the patron from the exclusion area during the exclusion period. At the conclusion of the exclusion period the patron will be required to meet with the compliance manager prior to re-entering the exclusion area.</p>
QLD	<p>Conrad Treasury Casino (Brisbane);</p> <p>Conrad Jupiter's Casino (Gold Coast);</p> <p>Jupiter's (Townsville)</p> <p>Reef Casino (Cairns).</p>	<p>The Queensland Casino Control Act 1982 provides a pathway for self-exclusions and exclusion directions for problem gambling. Both types of exclusion have a five year sunset period after which time they expire. Self-exclusions may be revoked either within 24 hours (cooling off period) or after a period of one year, provided a Revocation Notice is given to the casino operator. Once a revocation notice for self-exclusion has been received by the casino Operator, the self-exclusion expires after a period of 28 days or immediately if provided within 24 hours.</p> <p>An Exclusion Direction for Problem Gambling can be issued by the casino operator if the casino operator believes on reasonable grounds that a person is a problem gambler. If the person disagrees with the exclusion direction, they may appeal to the Magistrates' Court within 28 days fully stating grounds for the appeal. This type of exclusion remains in force for five years or until a Revocation Notice — Exclusion Direction is issued by the casino operator. Details, including the name and address of counselling services for problem gamblers, are provided for all persons who self-exclude or are excluded by the casino operator for problem gambling. Conditions of entry and re-entry are provided to every person who either self-excludes or is issued with an exclusion direction for problem gambling. These conditions require further information to be provided to the casino operator at the time a revocation request is received. All revocation requests are reviewed by the Exclusions Review Committee. Consequences of breaching either type of exclusion will generally incur penalties and may involve the attendance of an OLGR Government Inspector and the police — maximum fine \$4000.</p>

Table E.7 Selected programs allowing self-exclusion from pubs, clubs and hotels

AHA (NSW) Program — GameCare

Once a request for self-exclusion has been made to a hotel's staff member, the request is passed to the NSW Australian Hotels Association office. Applications can also be made by a hotline, through gambling counsellors, or directly to the AHA (NSW). An interview with the AHA (NSW) office is then arranged, following which applicants are asked to sign the self-exclusion agreement.

Passport photographs are then taken and sent to the hotels from which the patron has requested exclusion.

The minimum time of an agreement is 12 months and the maximum is 36 months. Shortly before an agreement ends, excluded patrons are advised and asked if they want to extend their agreements.

Exclusions are only from the gaming areas of the nominated hotels. Multiple venue exclusions are allowed.

To revoke an agreement prematurely, excluded patrons must attend an interview with the program administrator at the AHA (NSW). A letter must also be provided from a qualified gambling counsellor stating that the excluded person is no longer a threat to themselves or others because of their gambling. (AHA(NSW) 2009).

BetSafe

The patron can enter into a self-exclusion agreement at the venue. The patron may request partial or complete bans. A partial ban involves exclusion from gaming areas only.

The minimum exclusion period is six months. The exclusion period does not end unless the venue licensee also agrees to revocation.

Multiple venue exclusions are allowed (although the most common is exclusion from a single venue).

Only the club where the request for exclusion was made is required to accept the exclusion agreement. Other clubs listed on multiple exclusion applications have the right to request that a patron re-apply for an exclusion in person from the venue.

Patrons can be involuntarily excluded on the grounds that they are causing themselves harm because of their gambling behaviour. Third party exclusions are also allowed.

Applications for revocation need to be accompanied by a letter of support from two referees, each of whom may be either a gambling counsellor, doctor, spouse or close friend. An interview is then held with the Paul Symond consultancy, which issues a letter to licensees either recommending or not recommending revocation. (Betsafe, sub. 93)

ClubSafe (NSW)

The self-exclusion process is administered at the individual club level.

Only single-venue exclusions are allowed.

Patrons who wish to self-exclude are required to see a counsellor or solicitor prior to signing a deed (which prevents on-the-spot signing of agreements).

No counselling assessment is required when applying for revocation. (IPART 2004, p.76)

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Table E.7 (continued)

AHA (Vic) program

Once an initial request has been made for self-exclusion, contact details are forwarded to AHA(Vic), who then contacts the person. The AHA's self-exclusion officer contacts the applicant and advises about counselling options and invites the applicant for an interview. The interview is conducted at a time and location that suits the applicant (including in regional areas). The applicant is also allowed to have a friend, family member or counsellor in attendance at the interview. At the interview the self-exclusion process is explained and the applicant is invited to sign the agreement.

The AHA (Vic) keeps a database of self-excluded persons. Venues can access the database via the web using a password (venues do not have access to all records but only to the records of persons excluded from their venue).

Venues are required to remove self-excluded persons from player loyalty programs.

To revoke a deed, an interview with at the AHA (Vic) with the self-exclusion officer is required. The self-excluded person must also bring a letter from a counsellor stating that he/she has discussed the consequences of early revocation and sought advice. Agreements cannot be revoked before six months.

A self-excluded person can also apply to vary the term of the deed, which also requires a meeting with at the AHA (Vic).

The duration of agreements is for a minimum of six months and a maximum of 24 months. If a person fails to undertake counselling, deeds do not automatically expire. One month prior to the expiry date, the self-excluded person is asked whether he or she wishes to extend their deed.

Each venue must nominate a Responsible Gambling Officer, who provides information about the self-exclusion program.

Information on the number of persons self-excluded, the numbers detected breaching their agreements and the numbers revoking their agreements must be kept and given to the VCGR.

Victorian legislation provides for the confiscation of winnings from self-excluded gamblers who enter gaming areas and gamble in breach of their agreements. (AHA(Vic) 2009)

Queensland casinos, clubs and hotels

The programs are consistent with the Queensland Responsible Gambling Code of Practice. Interviews and the signing of agreements occur within individual clubs and hotels in Queensland, with a designated staff member in attendance. There is scope for multiple venue exclusions.

Venue-initiated exclusions are allowed if a person is believed to be a problem gambler, while there is also scope for third-party exclusions.

Agreements are for five years unless revoked. There is a cooling off period of 24 hours in which agreements can be revoked. If not revoked within the cooling off period, agreements cannot be revoked until after 12 months.

Patrons are provided with a list of gambling counselling services.

Members of loyalty programs and those with 'smart' cards have their memberships and cards cancelled. No advertising material can be sent to excluded persons. (SACES 2003)

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Table E.7 (continued)

South Australia — Barring under Section 59 of the Gaming Machines Act 1992

People may self-exclude and there is scope for licensee-initiated exclusions if venue staff believe that a person's welfare or their dependants' welfare is at risk because of excessive play. A person disagreeing with the imposition of an order may apply to the Liquor and Gambling Commissioner to have the decision reviewed. Supplying a photograph is not mandatory.

Licensees are required to act on requests for self-exclusion. They must also refer applicants to counselling services or put them in touch with someone who can. A licensee, venue manager or venue employee who allows a barred person to enter or remain in a gaming area is guilty of an offence. The maximum penalty is \$10 000.

A licensee, responsible person or approved gaming machine manager or employee or approved crowd controller may request a barred person to leave the gaming area. If they refuse, they may use minimal reasonable force to remove them. A person who enters a gaming area from which they are barred is guilty of an offence. The maximum penalty is \$2500.

Applications for revocations must be made to licensees. A self-barring order must be reviewed with the person before it is rescinded. (SA OLGC 2009)

South Australia — barring under Section 15B of the Independent Gambling Authority Act

Persons may apply to the IGA to self-exclude. Agreements are for an indefinite period. Applications for revocation may only be made after 12 months.

Multiple venues allowed. Gamblers may apply to be excluded from all venues (including the casino, clubs and hotels). Photographs are supplied to each relevant venue. Self-barred persons must be removed from player loyalty mailing lists.

A licensee, responsible person or approved gaming machine manager or employee or approved crowd controller may request a barred person to leave the gaming area. If they refuse, they may use minimal reasonable force to remove them.

A licensee who allows a barred person to enter or remain in a gaming area is guilty of an offence. The maximum penalty is \$35 000 (the venue manager or venue employees are not held responsible).

A person who enters a gaming area from which they are barred is guilty of an offence. The maximum penalty is \$2500.

Venues must keep copies of barring notices on their premises and these must be visible to venue staff. Copies of barring orders must be provided to the Commissioner within 14 days. (SA OLGC 2009)

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Table E.7 (continued)

Tasmanian Gambling Exclusion scheme

The program is legislated through the Gaming Control Act (1993). The program includes self-exclusions, venue operator exclusions (where a person is excluded because it is judged that their excessive gambling is likely to cause them or their dependants harm), third-party exclusions, and self-exclusions from internet gambling.

Once a patron requests self-exclusion, one of the problem gambling counselling agencies licensed to participate in the program contacts the applicant. The counselling agency then conducts the self-exclusion interview.

The period of exclusion is usually three years, although other periods, including indefinite exclusion, can be arranged.

Self-exclusion may be from single or multiple venues, or may be from particular types of gambling (such as gambling on EGMs, casino table games or wagering). (Tasmanian Gaming Commission 2009)

Australian Capital Territory — ClubsACT (Code on Responsible Gambling)

ACT clubs design their own programs to comply with the requirements of the ACT GRC. Most have programs similar to the one set out in the ClubsACT's Code on Responsible gambling.

A self-exclusion form is signed after having an interview with a representative from a particular club. The signing must be witnessed by the manager of the club and a person who is not an officer of the club. During the interview, the applicant is provided with a list of problem gambling counsellors. Applicants must provide four colour photographs. The club must ensure the confidentiality of the self-excluded person at all times.

By signing the deed, the self-excluded person agrees:

- not to enter the gaming areas or play the EGMs of the club.
- to immediately leave a gaming area or stop using a gaming machine at the request of a staff member.
- to see a problem gambling counsellor on an ongoing basis.
- that the club may use necessary measures, including reasonable force, if they breach their agreement.
- waives any rights to take legal action against the club in respect of the self-exclusion process.

The duration of the agreement is usually for a minimum of six months, although three-month agreements are allowed. Agreements (those six months or longer) cannot be revoked before six months. Agreements continue indefinitely unless revoked by the self-excluded person.

Revocation requires an interview with a representative from the club. A letter from a qualified problem gambling counsellor is also required. (SACES 2003, Report B, pp. 28-30)

Sources: BetSafe sub. 93; SA OLGC 'Responsible Gambling — Barring' (http://www.olgc.sa.gov.au/default.asp?page=gaming.Responsible_Gambling.Barrings_Under_Gaming_021203.htm&menu=gaming, website accessed September 2009); Tasmanian Gaming Commission (<http://www.treasury.tas.gov.au/domino/df/df.nsf/v-liq-and-gaming/AFF6433C86941B0CCA25761000049F4D>, website accessed September 2009); AHA(NSW) ('<http://www.ahansw.com.au/default.asp?sid=225&pids=%2C>', website accessed September 2009); AHA(VIC) 2009, sub. 83 ('AHA (Vic) gaming self-exclusion scheme', Attachment 1); SACES (2003, p. 47, pp. 28–30 and pp. 67–70); IPART (2004, p.76).