# **Heads of Agreement**

## **New Zealand International Convention Centre**

#### Introduction

- A. The Crown and SKYCITY Entertainment Group Limited (SKYCITY) have agreed to work co-operatively together to negotiate and execute a legally binding agreement in relation to the design, construction, maintenance, and operation of the New Zealand International Convention Centre (NZICC), a convention centre intended by the parties to be designed and constructed by SKYCITY in Auckland in accordance with contemporary international design standards, and operated in accordance with operational standards generally accepted in relation to international convention centres.
- B. The Crown and SKYCITY intend that over the term of any agreement the present economic value of the concessions to be granted by the Crown should be reasonable having regard to the cost to SKYCITY of developing, building and operating the NZICC and having regard to the parties' respective risks and returns and the value assessment undertaken by KordaMentha.
- C. The Crown has calculated that the benefits of the NZICC, which the Crown, in the widest sense as encapsulating New Zealand as a whole, will receive from the construction and operation of the NZICC, will be in the vicinity of \$90 million per annum.

### **SKYCITY obligations**

As a minimum, the Crown requires the following obligations on the part of SKYCITY to be incorporated in any formal agreement that may be entered into by the parties:

Harm minimisation and anti-money laundering matters.

Harm minimisation measures and anti-money-laundering measures materially more comprehensive than those to which SKYCITY is presently subject will be included in any agreement, and must be implemented by the time the regulatory concessions set out in this Heads of Agreement come into effect. These are the following four measures:

- A predictive model created by Focal Research which analyses loyalty data as a tool to identify players who are at risk from gambling harm;
- A voluntary pre-commitment system whereby Single Terminal Gaming Machine players may elect to restrict the amount of time they play and/or the amount they spend on machines over a selected period;
- A doubling of the number of Host Responsibility Executives employed at SKYCITY Auckland so as to provide 24hr/day, 7 day a week, coverage at the SKYCITY Auckland site; and

 A requirement that the issuance and redemption of Ticket In Ticket Out (TITO) tickets and some cashless gambling credit above \$500 in non-restricted areas is linked to suitable player identification. The specific detail concerning thresholds for player identification is set out in the Annex.

The adoption of these measures will not, however affect SKYCITY's on-going obligation to comply with harm minimisation and anti-money laundering obligations as they may apply from time to time.

# Cost of Building

The KordaMentha report records an approximate capital cost of \$402 million for the creation of the NZICC, inclusive of land (\$87 million) and construction and fit out (\$315 million). KordaMentha's value assessment concluded that the present economic value of the regulatory concessions described below in exchange for SKYCITY building, developing and operating the proposed NZICC was a reasonable exchange. This recognised SKYCITY will pay for the land and will incur financing costs of the NZICC while under development. Accordingly, SKYCITY's obligation to meet the construction and fit-out cost of the NZICC is to be limited to \$315 million.

## Design process

The design process for the NZICC will provide for Crown approval of the design so as to ensure the Crown's minimum quality requirements are met. The NZICC is to be built to contemporary international design standards. It is expected that it will have a capacity for 3,500 conference delegates. It will be subject to a total construction and fit-out cost limit of \$315 million. Based on the assessments of both parties' quantity surveyors and architects it is the parties' expectations that it will be possible to build and fit out the NZICC within the \$315 million cost limit.

#### Resource consents

Any agreement will be conditional on SKYCITY obtaining resource consent(s) for a design which meets contemporary international design standards and which includes at least 780 car parks<sup>1</sup> and such extensions and changes to SKYCITY's premises that SKYCITY reasonably requires to accommodate the additional gaming facilities facilitated by the regulatory concessions described below.

SKYCITY may seek resource consents for other aspects of design (including a link-way bridge over Hobson Street, further car parks, and a hotel) but a failure to obtain consent for such other aspects of design will not be a ground for SKYCITY withdrawing from any agreement.

The cost of the 780 carparks and the link-way bridge is included in the \$315 million referred to above.

# Tendering and construction

SKYCITY will be responsible for tendering for contractors to construct the NZICC. In doing so, it will consult with the Crown and adopt best procurement practice. There will be a project control group for the duration of the construction which will include Crown and SKYCITY representatives. That group will provide regular updates on the on-going process of design,

<sup>&</sup>lt;sup>1</sup> The 780 carparks includes the replacement of the current 515 carparks presently owned by SKYCITY on the proposed NZICC site.

construction and completion and will monitor each party's compliance with its obligations under any agreement, and progress against an agreed project plan and programme.

Any agreement will provide that SKYCITY's obligation to enter into a binding construction contract, and the regulatory concessions becoming fully operative, will be inter-dependent on each other.

# Operation of NZICC

Any agreement will require SKYCITY to operate the NZICC to standards applied from time to time to international convention centres for the full term of that agreement. In addition to hosting conventions and exhibitions, the NZICC may also be used for business events, sports events, cultural events and other activities.

SKYCITY will be subject to a range of Key Performance Indicators to ensure that the NZICC is operated in accordance with operational standards generally accepted in relation to international convention centres.

SKYCITY will have no obligation during the term to undertake any material capital expenditure (e.g. construct new facilities) but will be obliged to carry out normal repairs and maintenance and incidental enhancements to the NZICC.

SKYCITY may engage a suitably qualified sub-contractor for the purposes of carrying out its operating obligations, and may deal with its ownership interest in the centre, subject to the Crown's prior consent which shall not be unreasonably withheld or delayed, it being noted that in considering a request for consent the Crown's interests are to ensure that the NZICC is operated to standards of international convention centres by reputable entities over the full term of any agreement, and that any dealing will not prejudice the Crown's rights under any agreement. The Crown's interest in ensuring that the NZICC is used as an international convention centre for the full term of any agreement (as set out in any agreement) may be protected by a restrictive covenant over the relevant land.

The Crown is aware of SKYCITY's intention to deal with its interest in the carparks intended to form part of the NZICC by way of management, operating, financing or ownership arrangements. Provided that at least 400 carparks are always available for casual use by the public (including NZICC users) in a manner which will meet the needs of NZICC attendees (for example by way of sufficient dedicated parking area(s) within the 400 carparks for conventions as and when they are being held), the Crown will consent to such arrangements. Such consent will not be unreasonably withheld or delayed.

The KordaMentha financial modelling is prepared on the basis of SKYCITY entering into a ground lease in respect of the proposed site. Any agreement will provide a framework of key parameters for any such ground lease so as to provide SKYCITY with comfort that the Crown's consent will be forthcoming once the detail of the proposed arrangement is finalised.

SKYCITY will not grant any security interest in the NZICC to any third party without the consent of the Crown, which the Crown will provide if the security interest is expressly subject to the Crown's rights under any agreement.

# **Crown obligations**

Regulatory concessions.

Premised on a total investment by SKYCITY of \$402 million for the creation of the NZICC, inclusive of land (\$87 million) and construction and fit out (\$315 million), the Crown will introduce legislation giving effect to an agreement which provides for the following regulatory concessions:

- An extension of the Auckland Casino Venue Licence to 30 June 2048:
- An amendment to the address and description of the Casino Venue in the Auckland Casino Venue Licence to encompass all SKYCITY properties in Federal Street, Auckland;
- An additional 230 Single Terminal Gaming Machines;
- An additional 40 gaming tables (based on current average opportunities to game), together with a further 12 gaming tables with the ability, in respect of each of those 12 gaming tables, to substitute each table for the right to operate 20 fully Automated Table Game Player Stations (but which are not substitutable for Single Terminal Gaming Machines) per table;
- Up to 17% of all Single Terminal Gaming Machines, Automated Table Games Player Stations and Electronic Table Games being permitted to accept banknotes with a denomination greater than \$20, but only in Restricted Areas;
- The introduction of TITO and Card-based cashless gambling on all Single Terminal Gaming Machines, Automated Table Games Player Stations, Electronic Table Games and other table games at the Auckland Casino as set out in the Annex.

The relevant operating parameters, standards, game rules and conditions relating to the regulatory concessions will be set out in the agreement.

These and other requirements which apply to such concessions will be those that apply generally from time to time in respect of the subject of such concessions (including any new requirements established in relation to any new subject).

# Intellectual property licence

The Crown will grant an intellectual property licence in respect of the New Zealand International Convention Centre name, and any associated branding.

# Compensation

The Crown acknowledges that in entering any agreement SKYCITY is making a substantial capital expenditure commitment, the consideration for which is the regulatory concessions.

The capital expenditure commitment of SKYCITY is to build and fit-out the NZICC within the \$315 million cost limit. The cost of that capital expenditure commitment is irrevocably incurred by SKYCITY at the commencement of the term of any agreement, whilst the benefits of that commitment are derived over the full term of any agreement.

Because the costs of building the NZICC are incurred at the start of any agreement, SKYCITY requires certainty as to the consequences of the regulatory concessions being changed during the term of any agreement.

It is accordingly agreed that if, after the regulatory concessions come into effect but during the term of any agreement, any of the above regulatory concessions are changed by the direct or indirect action of the Crown<sup>2</sup> in the manner described below (such action including, not being limited to, any action by the Crown which directly or indirectly authorises, enables, or empowers any Crown Entity under the Crown Entities Act 2004 or any statutory or other entity, beyond the authorities or powers of any such entity as at the date of this Heads of Agreement, to change any of the above regulatory concessions in the manner described below), the Crown will pay compensation to SKYCITY:

- The expiry date of the Auckland Casino Venue Licence is brought forward to a date earlier than 30 June 2048;
- The Gambling Act is amended (including by repeal) or regulations are promulgated, the
  effect of which is to reduce the permitted hours of operation of the Auckland Casino
  from those applying at the date of signing of any agreement;
- The total area of the Casino Venue in the Auckland Casino Venue Licence as expanded by the regulatory concessions is reduced;
- The total number of Single Terminal Gaming Machines is reduced from the aggregate of the presently permitted 1647 plus the additional 230 allowed as a consequence of the regulatory concessions;
- The total number of gaming tables (based on the gaming mix to be set out in any agreement) is reduced below the level permitted as a consequence of the regulatory concessions;
- The total number of Automated Table Game player stations is reduced below the level permitted as a consequence of the regulatory concessions;
- The number of Single Terminal Gaming Machines and Automated Table Games in Restricted Areas permitted to accept banknotes with a denomination greater than \$20 is reduced below 17% of all Single Terminal Gaming Machines and Automated Table Games Player Stations and Electronic Table Games in the Auckland Casino;
- TITO and Card-based cashless gambling is no longer allowed on all Single Terminal Gaming Machines, Automated Table Games, Electronic Table Games and other table games at the Auckland Casino;
- Any matter set out in the Annex is amended in a manner adverse to SKYCITY, other than as a consequence of a change in the anti-money laundering regulatory framework.

For the avoidance of doubt a right to compensation is not triggered where the breach by SKYCITY of any legal requirement has the effect of SKYCITY being unable to enjoy the benefits of any of the regulatory concessions to be granted under any agreement, not being a breach which has occurred as a result of any direct or indirect action of the Crown as described in the paragraph preceding the list set out above.

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<sup>&</sup>lt;sup>2</sup> For the avoidance of doubt the 'Crown' includes Government departments but does not include Crown entities under the Crown Entities Act 2004 or statutory entities such as the Gambling Commission

The aggregate of all compensation will never exceed, and at any relevant date will be capped at, the value of SKYCITY's investment in the NZICC and other assets acquired or developed as a consequence of any agreement. That value will be an amount equal to:

- the costs of construction and fit-out of the NZICC as at the date of signing the main construction agreement, plus any subsequent increase to those costs agreed between the parties;
- the value of the land presently owned or subsequently acquired by SKYCITY and required for the NZICC site; and
- the capital costs, or agreed projected capital costs, as at the date of signing the main construction agreement of the other agreed assets which SKYCITY will acquire or develop as a consequence of any agreement;

#### Less

- an amount equal to the aggregate of the tax benefit of all tax deductions received or to be received by SKYCITY in respect of depreciable assets calculated as from the end of the financial year in which such deductions are permitted;
- an amount equal to the gross proceeds of disposal at any time of any interest or entitlement in the land or buildings of the NZICC (including any ground lease of the NZICC land, a strata title development of the carparks or any licensing arrangements in respect of the carparks, or other development rights) calculated from the date of receipt of those proceeds; and
- an amount equal to any cash contributed by the Crown in the event that the cap on the construction and fit out cost of \$315 million is exceeded.

The values attributed to the components of the compensation cap will be calculated and agreed at the date of signing the main construction agreement in a manner consistent with the KordaMentha Report and will be recorded at that time, but will be adjusted to take into account any of the above agreed increased costs, deductions, proceeds or cash contributions which occur after that date.

Compensation will be calculated by determining the net present value of the regulatory concession(s) change to SKYCITY over the remaining term of any agreement by reference to the KordaMentha report, and using in the case of any range of value, the mid-point of that range.

If the Crown has reason to believe that the benefits derived by SKYCITY from the regulatory concessions up to the date on which that change takes effect, when aggregated with the compensation determined above may result in the compensation cap being exceeded, the Crown may require an assessment or determination of the actual post-tax benefits earned by SKY CITY in a manner consistent with the KordaMentha methodology as a precondition to any payment of compensation.

In the event that the benefits so assessed have exceeded the KordaMentha model up to the date on which that change takes effect (again, using the mid-point in the case of any range of value), then any excess shall be deducted from the compensation which would otherwise be payable.

All calculations of the compensation cap and the future and historical benefits of the regulatory concessions will either discount future values, or inflate historical values, to the date of the regulatory change at the rates assumed by the KordaMentha model for each category of cashflow.

The above compensation provisions apply only to changes to the regulatory concessions which take effect before 30 June 2048.

If the cumulative compensation payable in respect of such changes ever exceeds \$150 million (inflated as provided above from the date of signing the main construction agreement) SKYCITY may at its option be relieved of its obligations to the Crown to operate the NZICC as a convention centre and/or to own it, provided that in such event SKYCITY will not be entitled to any compensation in respect of the event entitling compensation and must repay any compensation already paid by the Crown. The Crown will also remove the restrictive covenant over the NZICC land referred to above.

Given the substantial financial commitment to be made by SKYCITY and the need for it to meet the costs of that commitment out of operating revenues, the Crown will also compensate SKYCITY in the event there is any increase in casino duty (or other tax which applies only to casinos) in respect of SKYCITY's casino business in Auckland (including the regulatory concessions to be provided for in any agreement) from signing any agreement until 4 years after the completion of the NZICC such compensation to be equal to the increase in casino duty or other tax.

For the avoidance of doubt the preceding paragraph does not apply to the problem gambling levy, which may be changed from time to time without any obligation on the part of the Crown to compensate SKYCITY.

No other compensation will be payable by the Crown, and no additional rights including, without limitation, options will be granted by the Crown in respect of such circumstances. Compensation will only be payable in respect of those regulatory concessions referred to in the KordaMentha report and to which a value has been attached. Compensation will be based on those values, and the methodology by which they were determined in the KordaMentha report.

Promotion of New Zealand as a business events and conference destination

There will be no obligation in any agreement requiring the Crown to promote New Zealand as a business events and conference destination. However, the Government announced on 21 April 2013 that it intends to seek an appropriation in Budget 2013, for \$34 million over four years to significantly expand New Zealand's focus on international business events, including conferences, conventions and exhibitions.

## **Default and termination**

Any agreement will provide both parties with effective remedies in the case of default by the other.

Any remedy shall be proportionate to the materiality of the default.

Remedies of the Crown will include financial consequences for a failure by SKYCITY to meet the agreed Key Performance Indicators in connection with the operation of the NZICC and other breaches of the agreement, and SKYCITY will also acknowledge that orders for specific performance may be an appropriate remedy.

In certain circumstances, in order for the Crown to be satisfied that over the full term of any agreement the NZICC will be available to operate as an international convention centre in accordance with operational standards generally accepted in relation to international convention centres (and therefore for New Zealand to derive the benefits of an international convention centre), the remedies of the Crown may include the appointment of a replacement operator,

lease for nominal rent, or purchase of the NZICC (subject to the provisions below) and removal of the concessions (subject to the provisions below).

Prior to 30 June 2048 the right of termination by the Crown of any agreement will be limited to:

- the receivership or liquidation of SKYCITY;
- SKYCITY repudiating any agreement, other than a valid repudiation following a default of the Crown;
- SKYCITY having provided the Crown with materially false or misleading information in relation to the Auckland Casino's actual financial performance (taken as a whole) prior to the date of any agreement, or in relation to any Compensation Claim made by SKYCITY, or in relation to the actual operating performance of the NZICC's operations;
- SKYCITY disposing of its interest in the NZICC in material breach of the terms of any agreement;
- the expiry, surrender or cancellation of the Auckland Casino Venue Licence or Operator's Licence.

If the Crown exercises a right to purchase the NZICC from SKYCITY, the purchase price will be:

 the aggregate costs of construction and fit-out of the NZICC, less depreciation on the buildings (calculated at 2 per cent per annum on a reducing balance basis) and on the fit-out (with depreciation determined by the remaining useful life of the fit out)

### Plus:

 the market value at that time of the interest in the NZICC land which SKYCITY then owns and is selling to the Crown

#### Less:

• the sum of (i) the value of the regulatory concessions received up to the date of purchase; and (ii) the net present value of the regulatory concession(s) to SKYCITY over the remaining term of any agreement (in each case calculated by reference to the KordaMentha report, and using in the case of any range of value, the mid-point of that range); and (iii) any cash contributed by the Crown in the event that the cap on construction and fit-out costs of \$315 million is exceeded.

Any purchase price payable will be payable in cash.

Any agreement will make it clear, however, that once the NZICC has been completed, the Crown's remedies for a default by SKYCITY will not include the changing of the regulatory concessions in the manner described above without the compensation provisions applying (except in the circumstances described below). This recognises that SKYCITY will have fulfilled its obligation to build the NZICC and irrevocably incurred the capital costs of doing so, but may not, at the time the concessions have changed, have had the opportunity to derive the full benefit of the regulatory concessions.

As a result, any agreement will provide that the compensation provisions will survive termination by the Crown of any agreement except if termination occurs by reason of:

- a receiver or liquidator (or analogous person) disclaiming any agreement following the insolvency of SKYCITY;
- SKYCITY having provided the Crown with materially false or misleading information with the intent of misleading the Crown;

- SKYCITY disposing of its interest in the NZICC in material breach of the terms of any agreement; or
- the expiry, surrender or cancellation of the Auckland Casino Venue licence,

In which case any agreement may be terminated without compensation.

#### Other terms

Any agreement will terminate on 30 June 2048.

An extension of any agreement by SKYCITY to operate the NZICC as a convention centre beyond 30 June 2048 will be a matter to be considered (without obligation) by the parties prior to that date. The regulatory concessions will fall to be considered as part of any process which exists at that time for the renewal, or extension, of the Casino Venue Licence and/or Operator's Licence, or grant of new such licences. Any such consideration will occur in a manner consistent with all other conditions of such licences, in accordance with, and as, and to the extent, required, or permitted by, the law at that time.

Any agreement will contain such other terms (including the sorts of conditions precedent and milestones commonly included in development agreements) as are appropriate for an agreement of this nature and which are not inconsistent with the matters listed above, which are agreed by the parties. This will draw on the detailed discussions that have taken place between SKYCITY and the Crown (except where these are inconsistent with this document) and will include the right for SKYCITY to withdraw from the project if prior to the signing of the main construction contract it suffers a material adverse change and the SKYCITY board of directors determines that SKYCITY is unable to, or it would not be financially prudent to, continue with the project.

The entire agreement will be conditional on the passage of legislation giving effect to its terms.

### Process to agreement

The parties agree that the following will apply in respect of the parties' engagement for the purposes of seeking to reach agreement:

- Each will discuss and negotiate in a co-operative and transparent manner in good faith to seek to reach an agreement containing provisions incorporating all the matters set out in this Heads of Agreement;
- SKYCITY will provide during the term of any agreement, all information reasonably requested by the Crown to enable the Crown to monitor SKYCITY's obligations in respect of the NZICC and to verify any claim for compensation;
- An agreed communications protocol will be developed and apply taking into account Cabinet conventions and any legal requirements.
- The parties acknowledge that the KordaMentha report is based on information from SKYCITY which is commercially sensitive information.

## Binding heads of agreement

This Heads of Agreement is, and is intended by the parties, to constitute a legally binding and enforceable agreement to negotiate in good faith to seek to reach an agreement in accordance with the principles set out in this document and in accordance with the Process to Agreement

set out above. It supersedes all other discussions and communications (to the extent they are inconsistent), and represents an agreed basis upon which the parties will seek to formalise a full agreement dealing with the construction and operation of the NZICC and the regulatory concessions. If no such formal agreement containing provisions incorporating the matters set out in this Heads of Agreement is reached by 14 June 2013, this Heads of Agreement will automatically terminate and neither party will be under any obligation or have any liability to the other.

This Heads of Agreement has been approved by Cabinet and the Board of SKYCITY.

Dated:

Nigel Morrison Chief Executive SKYCITY Entertainment Group Ltd David Smol Chief Executive Ministry of Business, Innovation and Employment

# Annex

	Non-Restricted Areas		Restricted Areas	
TITO	In flows	Out flows	In flows	Out flows
Single Terminal Gaming Machines, Automated Table Games, Electronic Table Games and other table games	ie. Insertion of cash or a valid ticket into a Single Terminal Gaming Machine, Automated Table Game, Electronic Table Game or other table game	ie. Generate/purchase ticket by "collecting credits"  Maximum \$500 ticket	ie. Insertion of cash or a valid ticket into a Single Terminal Gaming Machine, Automated Table Game, Electronic Table Game or other table game	ie. Generate/purchase ticket by "collecting credits"  Maximum \$5,999 ticket
tazio gaineo	Maximum cash or credits in of \$5,999	(over \$500 reverts to Attendant handpay).	Maximum cash or credits in of \$5,999	(over \$5,999 reverts to Attendant handpay)
Kiosk	ie. Insert cash to purchase tickets	ie insert ticket to redeem for cash	ie. Insert cash to purchase tickets	ie Insert ticket to redeem for cash
	Maximum cash \$500, converting to tickets	Ticket ≤\$500 converting to cash, in \$20 notes only	Maximum cash \$1,000, converting to tickets	Ticket ≤\$1,000 converting to cash in any denomination
Cash Desk	ie. Purchase of tickets for cash	ie. Presentation of ticket for redemption for cash	ie. Purchase of tickets for cash	ie. Presentation of ticket for redemption for cash
	Unlimited cash, converting to tickets (each ≤ \$5,999)  Single or multiple ticket values in excess of \$500 will require presentation of suitable ID which will be recorded in Cashier log  CDD applies over \$5,999	Ticket converting to cash;  Single or multiple ticket values in excess of \$500 will require presentation of suitable ID which will be recorded in Cashier log  CDD applies over \$5,999	Unlimited cash, converting to tickets (each ≤ \$5,999) CDD applies over \$5,999	Tickets converting to cash  CDD applies over \$5,999
<u>Loyalty</u> Card	In flows	Out flows	In flows	Out flows
Single Terminal Gaming Machines, Automated Table Games, Electronic Table Games and other table games	i.e. transfer of stored cash equivalent credits from card onto a Single Terminal Gaming Machine, Automated Table Game, Electronic Table Game or other table game  Maximum \$5,999 cash equivalent credits transferred from card	i.e. 'Collecting' credits and transferring back to card  Maximum \$5,999 credits transferred to card by player	i.e. transfer of cash equivalent credits from card onto a Single Terminal Gaming Machine, Automated Table Game, Electronic Table Game or other table game Unlimited cash equivalent credits transferred from card	i.e. 'Collecting' credits and transferring back to card  Unlimited cash equivalent credits transferred to card by player
Kiosk	i.e. transfer cash onto card	i.e. exchange credits for cash	i.e. transfer cash onto card	i.e. exchange credits for cash
	Maximum cash \$5,999 transferring to card	Card based credits ≤\$5,999 converting to cash, in \$20 notes only	Maximum cash \$5,999 transferring to card	Card based cash equivalent credits ≤ \$5,999 converting to cash in any denomination;

	Non-Restricted Areas		Restricted Areas	
Cash Desk	i.e. transfer cash onto card	i.e. exchange credits for cash	i.e. transfer cash onto card	i.e. exchange credits for cash
	Unlimited cash transferring to card;	Unlimited card based credits converting to cash;	Unlimited cash transferring to card;	Unlimited card based credits converting to cash;
	CDD applies over \$5,999	CDD applies over \$5,999	CDD applies over \$5,999	CDD applies over \$5,999
White Card	In flows	Out flows	In flows	Out flows
Single Terminal Gaming Machines, Automated Table Games, Electronic Table Game and other table games	i.e. transfer of stored cash equivalent credits from card onto a Single Terminal Gaming Machine, Automated Table Game, Electronic Table Game or other table game Maximum \$5,999 cash equivalent credits transferred from card	i.e. 'Collecting' credits and transferring back to card  Maximum \$5,999 credits transferred to card by player	i.e. transfer of stored cash equivalent credits from card onto a Single Terminal Gaming Machine, Automated Table Game, Electronic Table Game or other table game  Maximum \$5,999 cash equivalent credits transferred from card	i.e. 'Collecting' credits and transferring back to card  Maximum \$5,999 credits transferred to card by player
Kiosk	i.e. transfer cash onto card  Maximum cash \$500 transferring to card	i.e. exchange credits for cash  Card based credits  ≤\$500 converting to cash, in \$20 notes only	i.e. transfer cash onto card  Maximum cash \$500 transferring to card	i.e. exchange credits for cash  Card based credits  ≤\$500 converting to cash, in any denomination
Cash Desk	i.e. transfer cash onto card  Unlimited cash transferring to card; value in excess of \$500 will require presentation of suitable ID which will be recorded in Cashier log  CDD applies over \$5,999	i.e. exchange credits for cash  Value in excess of \$500 will require presentation of suitable ID which will be recorded in Cashier log  CDD applies over \$5,999	i.e. 'transfer cash onto card  Unlimited cash transferring to card; value in excess of \$500 will require presentation of suitable ID which will be recorded in Cashier log  CDD applies over \$5,999	i.e. exchange credits for cash  Value in excess of \$500 will require presentation of suitable ID which will be recorded in Cashier log  CDD applies over \$5,999