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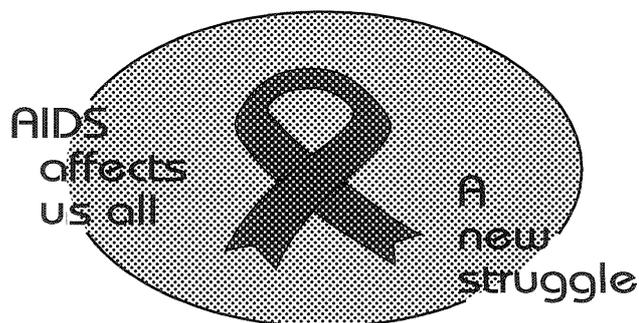
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## GENERAL NOTICE

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### NOTICE 104 OF 2015

The North West Gambling Board has, in terms of section 85 of the North West Gambling Act, 2001 (Act No. 2 of 2001), as amended, formulated the Junket and Premium Player Gambling Rules which are hereby published for commencement.

**TIEGO KGOMO**

Chairperson: North West Gambling Board

## JUNKET AND PREMIUM PLAYER GAMBLING RULES

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## **1. SECTION**

### **1.1 PROMULGATION, AMENDMENT, MODIFICATION AND REPEAL**

1.1.1. The Board has made the following rules in terms of section 85 of the North West Gambling Act, 2001 (Act No. 2 of 2001) as amended, which shall be called Junket Gambling Rules.

1.1.2. These rules shall come into effect on the date of publication thereof in the Provincial Gazette.

### **1.2 APPLICABILITY AND CONDONATION**

1.2.1 These Rules shall be applicable to all registered Junket Agents and licensed Casino Operators.

1.2.2 Notwithstanding anything to the contrary contained in these Rules, the Board may on prior written application, condone non-compliance with these Rules and give special dispensations with regard to anything contained in these Rules in the manner and the conditions determined by the Board.

### **1.3 CONSTRUCTION**

Nothing contained in these Rules shall be so construed as to conflict with any provision of the Act or Regulations made thereunder.

### **1.4 SEVERABILITY**

If any provision of these Rules be held invalid, it shall not be construed to invalidate any of the other provisions of the Rules.

## 1.5 DEFINITIONS, WORDS AND TERMS

Any word or expression used in these Rules which is defined in the Act or the Regulations made in terms thereof shall have the meaning ascribed to it in the Act or Regulations, unless it is otherwise defined in these Rules or the context otherwise indicates.

## 1.6 DEFINITIONS

In these Rules, unless the context otherwise dictates:

### **Act**

Shall mean the North West Gambling Act, 2001 (Act No. 2 of 2001), as amended.

### **Associate**

Shall mean any person who is able or will be able to exercise a significant influence over or with respect to the management or operation of the business of the registered Junket Agent or Junket Agent Representative.

### **Board**

Shall mean the North West Gambling Board established in terms of section 3 of the North West Gambling Act.

### **Buy in Agreement**

Shall mean an agreement concluded between the Junket Agent and the Casino Operator or an agreement between the Casino Operator and the Premium Player which governs the relationship between them in relation to the payment of Commission or rebate and the rendering of services by the Junket Agent to the Casino Operator and *vice versa*.

### **Casino Operator**

Shall mean a person to whom a casino licence as contemplated in section 24(1)(a) of the Act has been issued to conduct gambling activities as contemplated in section 50 of the Act.

**Commission**

Shall mean an amount or any other consideration as contemplated in section 63(2)(b) of the Act which is to be paid in cash or any other consideration to a Junket Agent by the Casino Operator for services rendered.

**Commissioner**

Shall mean the Commissioner of the South African Revenue Service.

**Complimentaries**

Shall mean complimentary food and beverages, travelling costs, entertainment expenses and accommodation made available to the junket players and or Premium Players by the Casino Operator excluding commission paid to the Junket Agent or the rebate paid to the Premium Player.

**Due Diligence Report**

Shall mean a report on the preliminary investigation conducted by the holder of a casino license or applicant for a casino license on the contracting party prior to entering or signing a contract and or agreement with regard to junket gambling.

**Drop**

Shall have the same meaning as that defined in Chapter 1 of the Regulations.

**Financial Intelligence Centre Act**

Shall mean the Financial Intelligence Centre Act, 2001 (Act No 38 of 2001), as amended.

**Front Money**

Shall mean the amount of money or funds lodged with a casino operator by the premium player or Junket Agent before the commencement of play.

**Gross Gambling Revenue**

Shall have the same meaning of gross gambling revenue as defined in Regulation 73 of the Regulations.

**Junket**

Shall have the same meaning of a junket as defined in section 1 of the Act.

**Junket Agent**

Shall have the same meaning of a junket agent, as defined in section 1 of the Act.

**Junket Gambling**

Shall mean gambling activities conducted by junket players in a junket program.

**Junket Player**

Shall mean any person who enters into an agreement or arrangement with a Junket Agent to participate in a junket gambling in a licensed casino environment in return of complimentary.

**Junket Program**

Shall mean a clustered program for a group of junket players for the purposes of junket gambling over a specific period in a licensed casino environment in return of complimentary.

**Junket Agent Representative**

Shall mean any person who is an employee or associate of a Junket Agent and is independent from any Casino Operator, and have been found suitable by the Board in terms of Chapter 11 of the Regulations to conduct financial transactions on behalf of a registered Junket Agent.

**Match Play**

Shall mean the matching of the value of non-negotiable chips by the premium player by staking or wagering an equal or greater value of value chips in a spin or deal.

**Non-Negotiable Chip**

Shall mean any chip which is used for the purpose of conducting premium and does not have any cashable value.

**Premium Chip or Value Chip**

Shall mean any other than a non-premium or non-negotiable which has a cashable value attached to it.

**Premium Player**

Shall mean a player of a casino who enters into a buy in agreement with a licensed Casino Operator in return for a rebate based on the player's turnover

**Province**

Shall mean North West Province.

**Public Interest**

Shall mean interest having regard to the creation and maintenance of public confidence and trust in the credibility, integrity and stability of licensed gambling operations.

**Rebate**

Shall mean a return of part or whole of the Premium player's turnover amount.

**Turnover**

Shall mean the volume of gaming transactions which represents the aggregate amount of bets wagered by Junket or Premium players with table chips or any approved value consideration as measured by the Casino Operator.

## **2 SECTION**

### **2.1 JUNKET GAMBLING**

- 2.1.1 Junket gambling shall be restricted to gambling tables unless a different form of play platform is submitted and approved by the Board.
- 2.1.2 Where junket gambling is in session, the area where such gambling is taking place shall not be open to the general public and shall be marked as such for the duration of the junket gambling.
- 2.1.3 No rebates shall be made available or paid to the junket players by the Casino Operator except in a premium player arrangement as provided for in these Rules.
- 2.1.4 The general tables game Rules as approved by the Board shall apply for junket gambling and premium play.
- 2.1.5 No credit shall be extended by the Casino Operator or the Junket Agent Representative to the junket group and or individuals within the junket group unless such individuals are verified and registered as Premium players.
- 2.1.6 No gambling between the junket players shall be allowed.
- 2.1.7 Junket gambling and Premium play activities and related activities shall be conducted by trained and registered gambling employees of the Casino Operator.
- 2.1.8 The Casino Operator shall ensure that the requisite level of supervision is implemented and maintained to detect any behavioural characteristics typically associated with problem gambling.

### **2.2 GAMBLING PROCEEDS AND PROFIT DETERMINATION OF JUNKET GAMBLING AND PREMIUM PLAYERS**

- 2.2.1 The gambling proceeds of junket gambling and from premium players shall be accounted for as a separate profit centre to the general gambling proceeds of the Casino Operator.

2.2.2 Gambling profit from a junket gambling and premium play earned by the Casino Operator shall be regarded as gambling revenue.

**2.3 PAYMENT, DETERMINATION AND SHARING OF COMMISSION TO THE JUNKET AGENT AND PAYMENT OF REFERRAL FEES**

2.3.1 The commission payable to the Junket Agent as contemplated in section 63(2)(b) of the Act shall be payable up 1.6% of the gambling chip turnover unless the Board on good cause and on application by the Casino Operator may approve for a higher commission rate.

2.3.2 The commission contemplated in section 63(2)(b) of the Act and payable to the Junket Agent shall be considered as a deductible for the purposes of determining junket gambling profit.

2.3.3 The commission payable to the Junket Agent shall be calculated in relation to the total junket turnover.

2.3.4 The manner in which commission shall be paid shall be the subject of a buy-in agreement entered into per junket program by the Casino Operator and the Junket Agent.

2.3.5 A registered Junket Agent or registered Junket Representative who has earned commission contemplated in these Rules or in terms of section 63(2)(b) of the Act, shall not share such commission with Junket Players unless in the ordinary course of business and unless any such sharing of Commission is effected by way of electronic fund transfer from the Junket Agent's bank account to the nominated bank/patron casino account of the Junket Player.

2.3.6 Notwithstanding Rule 2.3.5, a registered Junket Agent may pay a referral fee to any person who introduces a Junket player to the registered Junket Agent, on the condition that the fee is a fixed amount not calculated by reference to the turnover of play or net win of any Junket player or group.

- 2.3.7 Proof of referral referred to in Rule 2.3.6 shall be kept on record for Board verification and the referral amount to be paid shall be included in the buy-in agreement entered into between the registered Junket Agent and the Casino Operator.
- 2.3.8 The referral fee contemplated in Rule 2.3.6, shall not be considered for the determination of gross gambling revenue.
- 2.3.9 Every —
- (a) Registered Junket Agent and or Junket Agent Representative who or which contravenes the provisions of this Rule shall be guilty of an offence and if convicted shall be liable to forfeiture of commission earned and or imprisonment not exceeding a period of twelve (12) months or both.
  - (b) Person who receives any commission or payment in contravention of Rule shall be guilty of an offence and if convicted shall be liable to a fine not exceeding R100 000.00 and or imprisonment not exceeding a period of six (6) months or both.

## **2.4 PAYMENT OF GAMBLING LEVIES AND TAXES AND WITHOLDING TAX**

- 2.4.1 Gambling revenue earned by the Casino Operator (Junket and Premium play) shall be subject to gambling levy in terms of Regulation 73 of the Regulations and the levy payable shall be paid to the Board within the period as determined in the Regulations.
- 2.4.2 A separate levy return from the general gambling levy return shall be lodged with the Board for Junket and Premium gambling revenue by the Casino Operator.
- 2.4.3 Commission earned by a Junket Agent who is not a resident of the Republic shall not be subjected to gambling levy contemplated in Regulation 73 but shall (where so determined by the South African Revenue Service) be subjected to income tax at a rate determined by the South African Revenue Service.
- 2.4.4 Commission earned by a Junket Agent who is a resident of the Republic shall not be subjected to gambling levy contemplated in Regulation 73 but shall (where so determined by the South African Revenue Service) be subjected to income tax at a rate determined by the South African Revenue Service.
- 2.4.5 Where so determined by the South African Revenue Service, the withholding tax referred to, shall be deducted from the commission payable to the Junket Agent by the Casino Operator and paid to the South African Revenue Service in accordance with the provisions of the applicable Act.
- 2.4.6 Anyone who fails to comply with the provisions of this Rule shall be guilty of an offence.
- 2.4.7 If in the tax period the amount of the Junket or Premium gambling profit due to the Casino Operator is less than zero, the Casino Operator shall deduct the excess in the succeeding Junket or Premium gambling program until the loss is fully offset.

## **2.5 APPLICATION FOR REGISTRATION**

### **2.5.1 JUNKET AGENT REGISTRATION AND CERTIFICATION FOR SUITABILITY**

- 2.5.1.1 An application for a Junket Agent registration and Certificate of Suitability can be lodged with the Board at any time in the prescribed form and manner as the Board may provide and shall be accompanied by —

- (a) The appropriate Certificate of Suitability and registration fee specified in Regulation 70 of the Regulations and any other investigation fees as may be determined by the Board, which fee is not refundable.
- (b) The corporate or personal history disclosure in the form provided by the Board for the applicant of the Junket Agent registration and certification and for such associates of that applicant as the Board may require.
- (c) Documentary evidence from any Casino Operator or applicant for a casino licence that it intends to enter into an agreement with the Junket Agent for the purpose of providing junket gambling services to the Casino Operator.
- (d) An endorsement of the applicant for Junket Agent registration in such form or manner as the Board may require, by each Casino Operator (or applicant for a casino licence) with which the Junket Agent intends to enter into an agreement —
  - (i) stating that, having regard to the suitability of the Junket Agent, the Casino Operator (or applicant for a casino licence) is satisfied that entering into an agreement with the applicant for Junket Agent registration will not affect the credibility, integrity and stability of its casino operations; and
  - (ii) accompanied by a due diligence report on the applicant for Junket Agent registration by the Casino Operator (or applicant for a casino licence); and
- (e) Such other documents as the Board may require to determine the application.

2.5.1.2 The Board may refuse to consider an application if –

- (a) The application is incomplete; or
- (b) The Certificate of Suitability, registration fee and any investigation fees as may be required by the Board are not paid.

## 2.6 JUNKET AGENT REPRESENTATIVE CERTIFICATION

- 2.6.1 An application for a Junket Agent Representative certification shall be made to the Board at any time by or through a registered Junket Agent (or an applicant for a Junket Agent Registration) on behalf of any person or entity the Junket Agent intends to employ to conduct financial transactions on behalf of the agent.
- 2.6.2 The application referred to shall be made to the Board in the prescribed form and manner as the Board may provide and shall be accompanied by —
- (a) The Certificate of Suitability fee as required in terms of Regulation 70(3) of the Regulations and any other investigation fee as may be determined by the Board, which fee is not refundable.
  - (b) the corporate or individual personal history disclosure of the of the Junket Agent Representative in the form and manner as provided and determined by the Board; and
  - (c) Documentary evidence from the registered Junket Agent or applicant for a Junket Agent registration that it intends to enter into an agreement with the Junket Agent Representative for the purpose of providing financial transactions with the Casino Operator on behalf of the registered Junket Agent or applicant for a Junket Agent registration.
  - (d) An endorsement of the Junket Agent Representative by the registered Junket Agent or applicant for Junket Agent registration in such form or manner as the Board may require, —
    - (i) stating that, having regard to the suitability of the Junket Agent Representative, the registered Junket Agent or applicant for the Junket Agent registration, is satisfied that entering into an agreement with the applicant for Junket Agent Representative registration will not affect the credibility, integrity and stability of its junket operations; and

- (ii) accompanied by a due diligence report on the applicant for Junket Agent Representative registration by the registered Junket Agent or applicant for the Junket Agent Representative; and
- (e) Such other documents as the Board may require to determine the application.

**2.6.3** The Board may refuse to consider an application if —

- (a) The application is incomplete; or
- (b) The Certificate of Suitability and any investigation fees as may be required by the Board are not paid.

## **2.7 ELIGIBILITY TO APPLY FOR OR TO HOLD A JUNKET AGENT REGISTRATION AND CERTIFICATE OF SUITABILITY OR JUNKET AGENT REPRESENTATIVE CERTIFICATE OF SUITABILITY**

- 2.7.1 Where a registered Junket Agent or Representative becomes ineligible to hold the registration, such registration together with the Certificate of Suitability issued will automatically lapse.
- 2.7.2 Where a registration lapses, the person who held the registration certificate and the Certificate of Suitability shall, within 14 days after the date on which the registration lapses, return the registration certificate and the Certificate of Suitability to the Board.
- 2.7.3 Any holder of registration certificate contemplated in these Rules and who fails to comply with this Rule, shall be guilty of an offence and shall be liable to a fine not exceeding R100 000.00.

## **2.8 FINANCIAL INTEREST IN THE JUNKET AGENT AND OR JUNKET AGENT REPRESENTATIVE.**

- 2.8.1 No licensed Casino Operator, holder or applicant for a casino license shall hold any financial interest in the registered or applicant for a Junket Agent registration and or Junket Agent Representative registration.

## **2.9 APPLICATION INVESTIGATION**

- 2.9.1 On receiving an application for a Junket Agent registration and certification or Junket Agent Representative certification, the Board shall cause to be carried out all such investigations and inquiries as it considers necessary to enable it to consider the application, subject to the provisions of section 78(3) of the Act.
- 2.9.2 In particular, the Board may —
- (a) Investigate all or any of the following persons:
- (i) The applicant, in relation to the person's suitability to be a registered Junket Agent or registered Junket Agent Representative.

- (ii) Any person who may be an associate of the applicant, in relation to the person's suitability to be associated with applicant for the registration a Junket Agent or registration for Junket Agent Representative.
  - (iii) Any person who has a business association with the applicant or is an associate of the applicant, which is, in the opinion of the Board, relevant to the application.
  - (iv) Any other person who is associated or connected with the ownership, administration or management of the operations or business of the applicant.
- (b) Require the applicant or any person referred to –
  - (i) To provide to the Board such information or produce such records relevant to the investigation of the application, as may be specified by a notice in writing issued by the Board, and permit the Board or an authorised person to examine the records, take extracts from them and make copies of them; and
  - (ii) To furnish such authorizations or consents as the Board or authorised person may direct for the purpose of enabling the Board or authorised person to obtain information (including financial and other confidential information) concerning the applicant or person and his or its associates from other persons.
- (c) Require the applicant or any person referred to in this Rule to consent to having photographs taken,
- (d) Require the applicant or any person referred to in this Rule to provide a police clearance certificate from their ordinary place of residence, and
- (e) Send a copy of the application and of any such photograph, fingerprints and palm prints taken and any supporting documentation to the Commissioner of Police for criminal record check and or verification.

**2.9.3** The Board may refuse to consider an application for a registration and Certificate of Suitability if —

- (a) the applicant or any other person refuses to allow the investigation or fails to comply with any requirement of the Board under the Act or these Rules in respect of that application; or
- (b) the applicant or any other person from whom the Board requires a photograph, or the submission of a police clearance certificate under these Rules refuses to allow his photograph to be taken, or fails to submit a police clearance certificate.

## **2.10 MATTERS TO BE CONSIDERED IN DETERMINING AN APPLICATION**

### **2.10.1 JUNKET AGENT**

**2.10.1.1** The Board may consider whether to grant an application for a Junket Agent registration and Certificate of Suitability, having regard to the information before it, including but not limited to the following:

- (a) The provisions of section 29 to 38 of the Act (where applicable).
- (b) Whether there is any information that the applicant or any associate of the applicant is not of good repute, having regard to character, honesty and integrity.
- (c) Whether there is any information that the applicant or any associate of the applicant is not financially sound and stable.
- (d) In the case of an applicant that is not a natural person, whether the applicant has, or has arranged, a satisfactory ownership, trust or corporate structure.

- (e) Whether the applicant has or is able to obtain and maintain financial resources that are adequate to ensure the financial viability of the proposed junket operation, and whether the applicant has sufficient experience in the management and operation of a junket operation or is able to obtain the services of persons who have sufficient experience in the management and operation of a junket.
- (f) Whether the applicant or any associate of the applicant has any business association with any person, body or association who or which, in the opinion of the Board, is not of good repute having regard to character, honesty and integrity or has undesirable or unsatisfactory financial resources;
- (g) Whether there is any information that any director, partner, trustee, executive officer or any other officer or person determined by the Board to be associated or connected with the ownership, administration or management of the operations or business of the applicant is not a suitable person to act in that capacity;
- (h) Whether the applicant or any associate of the applicant has any undesirable or unsatisfactory financial resources;
- (i) Whether the applicant or any associate of the applicant has any record of non-compliance with legal and regulatory requirements applicable to him or it, whether in relation to casino gaming or otherwise in the Republic or elsewhere.

2.10.1.2 The Board shall determine the application by either issuing a Junket Agent registration and Certificate of Suitability to the applicant or refusing the application, and shall notify the applicant in writing accordingly.

2.10.1.3 The Board shall on request from the applicant furnish reasons for its decision where the application have been refused or has been granted subject to conditions and to any other person who lodged representations, where the application has been granted.

## 2.10.2 JUNKET AGENT REPRESENTATIVE

2.10.2.1 The Board shall consider whether to approve an application for a Junket Agent representative Certificate of Suitability, having regard to the information before it, including the following matters:

- (a) The provisions of section 29 to 38 of the Act (where applicable).
- (b) The integrity, responsibility, personal background and financial stability of the applicant.
- (c) The general reputation of the applicant having regard to character, honesty and integrity.
- (d) Whether the applicant has any business association with any person, body or association who or which, in the opinion of the Board, is not of good repute having regard to character, honesty and integrity or has undesirable or unsatisfactory financial resources;
- (e) Whether the applicant has any record of non-compliance with legal and regulatory requirements applicable to him, whether in relation to casino, gaming or otherwise in the Republic or elsewhere.

- 2.10.2.1 The Board shall determine the application by either issuing a Junket Agent Representative Certificate of Suitability to the applicant or refusing the application, and shall notify the applicant in writing accordingly.
- 2.10.2.2 The Board shall on request from the applicant furnish reasons for its decision where the application have been refused or has been granted subject to conditions and to any other person who lodged representations, where the application has been granted.

## 2.11 REGISTRATION AND CERTIFICATION SUBJECT TO CONDITIONS

- 2.11.1 A Junket Agent registration and Certificate of Suitability or Junket Agent Representative Certification for Suitability may be issued, subject to such conditions as the Board may impose from time to time.
- 2.11.2 Unless otherwise determined by the Board, the holder of a Junket Agent registration shall cause to dispense of a percentage of its commission earned, to community social investments in the Province and or contribute same to the Socio-economic Development Fund where instituted as follows:

<b>Period</b>	<b>Percentage</b>
Year 1	1.5%
Year 2	3%
Year 3 onwards	5%

- 2.11.3 The Community Social Investment contribution referred to above shall be deducted and paid over to the Board by the Casino Operator prior to payment of the commission to the Junket Agent.
- 2.11.4 A Junket Agent registration and Certificate of Suitability or Junket Agent Representative Certificate of Suitability shall only be valid in and with respect to the Casino Operator who has given endorsement of such a Junket Agent, or the Junket Agent Representative, as the case may be.
- 2.11.5 The Junket Agent registration and Certificate of Suitability and Junket Agent Representative Certificate of Suitability shall entitle the Junket Agent to enter into a business arrangement with any Casino Operator in the Province provided that such arrangement shall be subject to approval by the Board.
- 2.11.6 Any condition of registration and certification of suitability imposed may be amended or revoked by the Board, whether on its own motion or on the application of the registered Junket Agent or Junket Representative.
- 2.11.7 The Board shall allow the registered Junket Agent or registered Junket Agent representative such period as it may specify to make submissions to the Board concerning any proposed addition or amendment of a condition (whether proposed by the Board or Junket Agent/representative) and will consider any submission so made.
- 2.11.8 The Board shall notify the registrant concerned of any addition, amendment or revocation of a condition of the Junket Agent or Junket Agent representative, as the case may be.

## **2.12 REGISTRATION AND CERTIFICATION NOT TRANSFERABLE**

- 2.12.1 Every Junket Agent and Junket Agent Representative registration and Certificate of Suitability shall not be transferable.

## **2.13 VALIDITY PERIOD OF JUNKET AGENT REGISTRATION**

- 2.13.1 A Junket Agent registration shall be valid for three (3) years, unless before that date —
- (a) The registration lapses or becomes invalid under the provisions of these Rules, the Regulations and or the Act.

(b) The Casino Operator to which the Junket Agent is contracted withdraws its endorsement or where the casino license issued to the Casino Operator is revoked.

(c) The registration is cancelled.

2.13.2 Where the Junket Agent registration lapses, the Certificate of Suitability shall automatically lapse.

2.13.3 Where Junket Agent registration and or Certificate of Suitability lapses or becomes invalid, the Junket Agent shall within 14 days after the date on which the registration or the Certificate of Suitability lapses return the registration certificate and the Certificate of Suitability to the Board.

2.13.4 Any person or Junket Agent who fails to comply with the provisions of this Rule and continues to trade with such a registration and Certificate of Suitability after it has lapsed, shall be guilty of an offence and on conviction shall be liable to a fine not exceeding R250 000.00.

2.13.5 Any Casino Operator who continues to trade with any person or Junket Agent whose registration certificate and Certificate of Suitability have lapsed shall be guilty of an offence and on conviction shall be liable to a fine not exceeding R500 000.00.

## 2.14 **VALIDITY PERIOD OF A JUNKET AGENT REPRESENTATIVE CERTIFICATION**

2.14.1 A Junket Agent Representative certification shall be valid for a period of three (3) years, unless before that date –

2.14.1.1 The registration of the Junket Agent with whom the Junket Agent Representative is associated, lapses.

2.14.1.2 The endorsement of the Junket Agent with whom the Junket Agent Representative is associated is withdrawn by the Casino Operator who gave such endorsement.

2.14.1.1 The Junket Agent Representative ceases to be employed by the registered Junket Agent; or

2.14.1.2 The Junket Agent with whom the Junket Agent Representative is associated surrenders its Junket Agent registration.

- 2.14.2 Where a Junket Agent Representative Certification lapses the Junket Agent Representative or the Junket Agent who made the application on behalf of the Junket Agent Representative shall, within 14 days after the date on which the certification lapses, return the certificate of suitability to the Board.
- 2.14.3 Any Junket Agent Representative who fails to comply with the provisions of this Rule and continues to trade with such a certificate of suitability after it has lapsed, shall be guilty of an offence and on conviction shall be liable to a fine not exceeding R250 000.00.
- 2.14.4 Any Casino Operator or Junket Agent who continues to trade with any Junket Agent Representative whose certificate of suitability had lapsed, shall be guilty of an offence and on conviction shall be liable to a fine not exceeding R500 000.00.

## 2.15 WITHDRAWAL OF ENDORSEMENT BY CASINO OPERATOR

### 2.15.1 A Casino Operator —

2.15.1.1 Shall monitor the suitability of every Junket Agent endorsed by it and shall withdraw its endorsement of any Junket Agent if the Casino Operator is no longer satisfied that being a party to a junket agreement with that Junket Agent will affect the credibility, integrity and stability of its casino operations; and

2.15.1.2 May withdraw subject to the terms and conditions of the agreement entered into, its endorsement of any Junket Agent if, for any other reason, the Casino Operator no longer wishes to enter into or be a party to such agreement.

### 2.15.2 Where a Casino Operator withdraws its endorsement of a Junket Agent —

2.15.2.1 Under Rule 2.15.1.1, the registration and certification of suitability of the Junket Agent, and certification of suitability of every other Junket Representative employed by that Junket Agent, shall lapse with respect to the casino of the Casino Operator withdrawing its endorsement and any other casino in respect of which the Junket Agent registration have been issued; and

- 2.15.2.2 Under Rule 2.15.1.2, the registration and certification of suitability of the Junket Agent, and certification of suitability of every other Junket Representative employed by that Junket Agent, shall lapse with respect to the casino of the Casino Operator withdrawing its endorsement.
- 2.15.3 A withdrawal of endorsement by a Casino Operator shall —
- 2.15.3.1 Give a notice in writing (referred to in these Rules as a notice of withdrawal), to the Junket Agent, not less than 24 hours before the effective date of the withdrawal.
- 2.15.3.2 State the effective date of the withdrawal of the endorsement.
- 2.15.3.3 Contain the grounds for the withdrawal and such other information as the Board may require.
- 2.15.4 At the time the notice of withdrawal is given to the Junket Agent or immediately thereafter, sends a copy of the notice of withdrawal to the Board.
- 2.15.5 The Board may, by notice in writing, request the Casino Operator to provide such information or produce such records relevant to its endorsement or withdrawal of endorsement of any Junket Agent as the Board may consider necessary, and the Casino Operator shall comply with such request.

## **2.16 RENEWAL OF REGISTRATION AND CERTIFICATION**

- 2.16.1 Provisions of Rule 2.10 of these Rules shall apply, with the necessary modifications and subject to this Rule, to an application for renewal of a Junket Agent registration and certification for suitability and Junket Agent Representative Certification of suitability.
- 2.16.2 An application for renewal of a Junket Agent registration and certificate of suitability or Junket Agent Representative certificate of suitability must be —
- 2.16.2.1 Submitted to the Board not later than 6 months before the date of expiry of the registration and certification; and
- 2.16.2.2 Accompanied by the relevant renewal fee as prescribed and investigation as may be determined by the Board.
- 2.16.3 The renewal of a Junket Agent registration and certification or Junket Agent Representative certification must be submitted to the Board no later than 6 months before the date of expiry.

- 2.16.4 The Board may refuse to consider any application to renew the Junket Agent registration and certification or the Junket Agent Representative certification if any of the Rules is not complied with.

## **2.17 SURRENDER OF REGISTRATION AND CERTIFICATION**

- 2.17.1 A Junket Agent or Junket Agent Representative may surrender its registration or certification of suitability, as the case may be, by giving notice in writing to the Board and returning the registration and certificate of suitability issued.
- 2.17.2 A Junket Agent or Junket Agent Representative against whom disciplinary proceedings have been instituted shall not, without the permission of the Board, surrender his/her or its Junket Agent registration and certification or Junket Agent Representative certification, as the case may be, before the disciplinary proceedings are concluded.

## **2.18 DISCIPLINARY ACTION AGAINST THE JUNKET AGENT OR JUNKET AGENT REPRESENTATIVE**

- 2.18.1 Where the Board has on reasonable grounds reasons for disciplinary action and or evidence that the Junket Agent and or the Junket Agent Representative have transgressed any of the Rules, the Regulations or the Act, the Board may inquire into whether there are grounds for disciplinary action against the Junket Agent and or the Junket Representative.
- 2.18.2 The Board shall serve on the Junket Agent and or the Junket Agent Representative a notice in writing affording the Junket Agent and or the Junket Agent Representative an opportunity to show cause within 14 days, or such longer period as the Board may allow on application by the Junket Agent and or Junket Agent Representative, why disciplinary action should not be taken on the grounds as specified in the notice.
- 2.18.3 The Junket Agent and or the Junket Agent Representative may, within the prescribed period, arrange with the Board for the making of submissions to the Board as to why disciplinary action should not be taken and the Board shall consider any submissions so made.

- 2.18.4 The Board may, after considering the submissions made by the Junket Agent and or the Junket Agent Representative, take such disciplinary action against the Junket Agent and or Junket Agent Representative as the Board sees fit by giving written notice to the Junket Agent and or the Junket Agent Representative of the disciplinary action that the Board intends to take or abandon the disciplinary action.
- 2.18.5 The Board may suspend the registration and certification of the Junket Agent and or that of the Junket Agent Representative pending the disciplinary process.
- 2.18.6 Where the Board has decided to suspend the registration and certification of either the Junket Agent and or that of the Junket Agent Representative pending a disciplinary process and served such notice on the party concerned, the suspension shall take effect on the date of the notice or on a later date specified in the notice.
- 2.18.7 If the Junket Agent or Junket Agent Representative whose registration and certification have been suspended, organizes, promotes or conducts any transaction under that registration during the period of suspension, the Board shall, without affording the Junket Agent and or the Junket Agent Representative further opportunity to be heard, by written notice, impose a financial penalty on the Junket Agent and or Junket Agent Representative as follows —
- 2.18.7.1 A fine not exceeding R250 000.00, in case of the Junket Agent; and
- 2.18.7.2 A fine not exceeding R150 000.00, in case of the Junket Agent Representative.

## **2.19 SUSPENSION OF REGISTRATION AND CERTIFICATION PENDING DISCIPLINARY ACTION**

2.19.1 In any case where —

- 2.19.1.1 The Board has been informed that a registered Junket Agent or licensed Junket Agent Representative is under investigation for, or has been charged with —
- (a) an offence under the any Act;
  - (b) an offence involving dishonesty or moral turpitude, whether in the Republic or elsewhere; or

- (c) in relation to a registered Junket Agent, an offence arising out of or in connection with the employment of an unlicensed or uncertified Junket Agent Representative under the Act.

2.19.2 The Board may suspend the Junket Agent registration and certification or the Junket Agent Representative certification, pending the conclusion of any inquiry or disciplinary proceedings against the Junket Agent or the Junket Agent Representative, if the Board is of the opinion that it necessary in the public interest that the registration and certification should immediately be suspended.

2.19.3 The Junket Agent or the Junket Representative whose registration and certification have been suspended may, within 10 days after the notice of suspension of the registration and certification have been issued, make representations in writing to the Board and the Board may after considering such representations, shorten or cancel the suspension.

2.19.4 The suspension shall take effect notwithstanding that any representation is pending.

## 2.20 EFFECTS OF SUSPENSION

2.20.1 During the period of suspension of a Junket Agent or Junket Agent Representative registration and certification, the Junket Agent or the Junket Agent Representative concerned shall be deemed not to be a registered agent or certified representative.

2.20.2 The Board may, at any time, terminate any suspension of a Junket Agent registration and certification or Junket Agent Representative certification or reduce the period of any such suspension.

## 2.21 ADDRESS OF SERVICE

2.21.1 Every registered Junket Agent and certified Junket Agent Representative shall give to the Board an address in the Republic at which summonses, notices and other documentation may be served on the Junket Agent and or Junket Agent Representative.

## 2.22 DUTIES AND RESPONSIBILITIES OF A REGISTERED JUNKET AGENT

2.22.1 Every registered Junket Agent shall:

2.22.1.1 When requested by the Board to do so by notice in writing —

- (a) Provide to the Board with such information as the Board may specify in the notice; and
- (b) Produce to the Board such records as the Board may specify in the notice and permit the Board to examine any records, take extracts from them and make copies of them; and
- (c) Appear before the Board in relation to any matter relevant to his or its registration, or to any other matters specified by the Board, and to answer questions relating to those matters.

2.22.2 If records are produced under this Rule, the Board shall be in possession of the records for such period as may reasonably be necessary.

2.22.3 For the purpose of compliance with the Financial Intelligence Centre Act, register as an accountable institution in terms of section 43B of the Financial Intelligence Centre Act.

2.22.4 A registered and certified Junket Agent shall not employ or use the services of any person or entity to conduct any financial transactions, organize, promote or conduct any junket arrangement with any Casino Operator unless that person or entity is the holder of a valid Junket Agent Representative Certificate of Suitability.

2.22.5 Every registered and certified Junket Agent must comply with the following duties in relation to the Junket Agent Representative in his or its employ:

2.22.5.1 Notify the Board in writing when any registered Junket Agent Representative ceases to be in his or its employ, and the reasons therefor, as soon as practicable and, in any event, no later than 7 days after such cessation.

- 2.22.5.2 Submit to the Board a list of the all Junket Agent Representatives in his or its employ in a form approved by the Board, at least once a year on such date as is specified by the Board.
- 2.22.5.3 Provide to the Board with such information relevant to all or any of the Junket Agent Representatives in his or its employ as the Board may specify; and
- 2.22.5.4 Permit the Board to examine the records, take extracts from them and make copies of any records pertaining to the Junket Agent Representatives associated with it.
- 2.22.6 If any records are produced under this Rule, the Board shall retain possession of such records for such period as may reasonably be necessary.

## **2.23 DUTIES TO NOTIFY THE BOARD OF CHANGES**

- 2.23.1 A registered and certified Junket Agent must notify the Board of such changes as the Board may, by notice in writing, require in relation to —
- (a) The registered Junket Agent's own situation;
  - (b) Any certified Junket Agent Representative in its employ; or
  - (c) Any associate of the registered and certified Junket Agent.
- 2.23.2 A certified Junket Agent Representative must notify the Board of such changes in its own situation as the Board may, by notice in writing, require.
- 2.23.3 A notification as contemplated in this Rule must be submitted to the Board within such time and in such form and manner as the Board may require.

## **2.24 EXTENTION OF CREDIT TO JUNKET PLAYERS**

- 2.24.1 No registered and certified Junket Agent may while in the Republic give credit to the junket players except in accordance with the requirements of the Act and any Regulation or Rule under the Act relating to the giving of credit.
- 2.24.2 No Junket Agent Representative shall extent any credit to any player.
- 2.24.3 No licensed Casino Operator shall extent credit to any player for the purpose of partaking in a junket program.

## 2.25 RECORDS TO BE KEPT

- 2.25.1 A registered and certified Junket Agent and or certified Junket Agent Representative must keep a record of every casino junket program organised, promoted or conducted by it, in such form and manner as the Board may require, which must include –
- 2.25.2 The following information relating to each junket player on the casino junket program:
- (a) full name
  - (b) date of birth
  - (c) nationality
  - (d) the address of the players usual place of residence
  - (e) an identity number, a passport number, a taxpayer identification number or the number of any other document of identity issued by any government as evidence of the individual's nationality or residence and bearing a photograph of the individual;
- 2.25.3 The date and time of arrival at the casino of junket players;
- 2.25.4 The names and registration number of the certified Junket Agent Representative, if any, accompanying the players;
- 2.25.5 The amount and type of complimentaries given or to be given to each player; and
- 2.25.6 Such other information as the Board may specify by notice in writing to the registered Junket Agent.
- 2.25.7 The registered Junket Agent shall, whenever requested by the Board to do so –
- 2.25.7.1 Produce to the Board all records and permit the examination of those records, the taking of extracts such records and the making of copies of thereof; and
  - 2.25.7.2 Furnish to the Board all such information as the Board may require in connection with any such records.

## 2.26 KEEPING OF RECORDS

2.26.1 Every registered and certified Junket Agent and or certified Junket Agent Representative shall ensure that every record relating to its operations as a Junket Agent and or Junket Agent Representative, including any record required to be kept under the Act or any other related law relating to the giving of credit —

2.26.1.1 Is kept in the North West Province at a location made known to the Board.

2.26.1.2 Is retained for a period of not less than five (5) years after the completion of the transactions to which the records relates, or such other period as the Board may, on the application for the registration as a Junket Agent or Junket Agent Representative may allow; and

2.26.1.3 Is available for inspection by an inspector of the Board at any time during that period.

## 2.27 AUDITING OF RECORDS TO BE KEPT

2.27.1 The Board may, at any time, by a notice in writing of its intention of auditing relating to the operations of the registered and certified Junket Agent and or certified Junket Agent Representative.

2.27.2 The registered and certified Junket Agent and or the certified Junket Agent Representative shall make available all its books and any related documents as the Board may require, to the auditors of the Board for auditing purposes.

## 2.28 ON-GOING MONITORING OF ASSOCIATES AND OTHERS

2.28.1 The Board may, from time to time, inquire into —

2.28.1.1 Any associate of the registered and certified Junket Agent and or certified Junket Agent Representative;

2.28.1.2 Any person, body or association having a business association with the registered and certified Junket Agent and or certified Junket Agent Representative.

2.28.2 In particular, the Board shall consider whether there is any information that any associate, or a person, body or association of a registered and certified Junket Agent and or certified Junket Agent Representative —

- 2.28.2.1 Is not of good repute, having regard to character, honesty and integrity;
  - 2.28.2.2 Is not of sound and stable financial background;
  - 2.28.2.3 Has any business association with any person, body or association who or which, in the opinion of the Board, is not of good repute having regard to character, honesty and integrity or has undesirable or unsatisfactory financial resources;
  - 2.28.2.4 Is not a suitable person to act in the capacity of a director, partner, trustee, executive officer or any other officer or person determined by the Board to be associated or connected with the ownership, administration or management of the operations or business of the registered Junket Agent and or Junket Agent Representative;
  - 2.28.2.5 Has any undesirable or unsatisfactory financial resources; or
  - 2.28.2.6 Has any record of non-compliance with legal and regulatory requirements applicable to him or it, whether in relation to casino gaming or otherwise whether in the Republic or elsewhere.
- 2.28.3 A registered and certified Junket Agent and or the certified Junket Agent Representative shall notify the Board in writing that a person is likely to become an associate of the registered Junket Agent and or the Junket Agent Representative as soon as practicable after the registered and certified Junket Agent and or the certified Junket Agent Representative becomes aware of the likelihood.
- 2.28.4 The Board shall, by notice in writing, require a person referred to in this Rule —
- 2.28.4.1 To provide the Board, in accordance with directions in the notice, with such information relevant to the and as the Board may in the notice require;
  - 2.28.4.2 To produce to the Board, in accordance with the directions in the notice, such records relevant to the registered Junket Agent and or certified Junket Agent Representative, or to matters specified by the Board, as may be specified in the notice and to permit the Board to examine the records, take extracts from them and make copies of them; or

- 2.28.4.3** To attend before the Board for examination in relation to any matter relevant to the registered Junket Agent and or certified Junket Agent Representative, and to answer questions relating to those matters.
- 2.28.5** If records are produced under this Rule, the Board may retain possession of the records for such period as may be reasonably necessary for inquiries to be carried out.
- 2.28.6** At any reasonable time during the period for which records are retained, the Board shall permit inspection of the records by a person who would be entitled to inspect them if they were not in the possession of the Board.

## **2.29 DETERMINATION OF ASSOCIATION**

- 2.29.1** In determining whether a person is able or will be able to exercise the significant influence in the management and or operation of the Junket Agent and or Junket Agent Representative, the Board may consider all or any of the following –
- (a) Whether the person holds or will hold any relevant financial interest in the business of the applicant for or registered Junket Agent and or Junket Agent Representative.
  - (b) Whether the person 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 business of the applicant for or registered Junket Agent and or Junket Agent Representative.
  - (c) Whether the person holds or will hold any relevant position (whether in right of the person or on behalf of any other person) in the business of the applicant for or registered Junket Agent and or Junket Agent Representative.
  - (d) The degree of direct or indirect influence that the person has in the management or operation of the business of the applicant for or registered Junket Agent and or Junket Agent Representative.
  - (e) Any other matter that the Board may consider relevant.

## 2.30 DUTIES OF THE CASINO OPERATOR IN RELATION TO THE JUNKET AGENT AND PREMIUM PLAYERS

- 2.30.1 A Casino Operator must not permit the commencement of any junket gambling or Premium play activities with any registered Junket Agent, Junket Agent Representative or Premium player unless —
- (a) A junket gambling or Premium play agreement that complies with the requirements as set out in this Rule has been entered into by the Casino Operator and the Junket Agent organizing, promoting or conducting the casino junket arrangement or the Premium player and
  - (b) The junket gambling or the Premium play agreement has been lodged with the Board at least five (5) days before the commencement of junket gambling or Premium play arrangement, or within such shorter period as the Board may allow in any particular case.
- 2.30.2 The junket gambling or Premium play arrangement must be in writing and include at the minimum the following:
- (a) The name of the casino operator which is party thereto.
  - (b) The name and licence number of the registered Junket Agent and the Junket Agent Representative who is party thereto.
  - (c) A description of the essential terms of the agreement relating to the commission or rebate payment, including —
    - (i) The rate of commission or rebate payment payable to the registered Junket Agent or Premium player who is party thereto; and
    - (ii) The basis on which the commission or the rebate payment is to be calculated.
  - (d) The duration of the junket gambling or Premium play agreement.
  - (e) The date on which the junket gambling or Premium play agreement was entered into.
  - (f) The signatures of persons authorised to represent the parties to the agreement (in case of a junket agreement).

- (g) Signature of the Premium player (in case of a Premium player agreement).
- (h) The terms of the provision of services by the Casino Operator to the registered Junket Agent, its registered Junket Agent Representative for the purpose of the junket gambling arrangement or the Premium player for the purposes of Premium play.
- (i) Such other information as the Board may specify by notice in writing to the Casino Operator.

**2.30.3** The Casino Operator which is party to a junket gambling or Premium play agreement must notify the Board of any change to —

- (a) Any of the parties to the junket gambling or Premium play agreement; or
- (b) Any of the terms of the junket gambling or Premium play agreement referred to in this Rule.

not later than three (3) working days before the commencement of the junket gambling or Premium play arrangement subject to the revised terms after the change, or within such shorter period as the Board may allow in any particular case.

**2.30.4** The Casino Operator must notify the Board not later than five (5) working of the termination of any junket gambling or Premium play agreement to which it is a party.

**2.30.5** For the purposes of these Rules, a junket gambling or Premium play agreement commences in a casino when junket players or Premium player commences gaming in the casino on a junket gambling or Premium player arrangement.

**2.30.6** The Casino Operator who is party to the junket gambling or Premium play arrangement, shall lodge a junket gambling or Premium player arrival report with Board not later than forty eight (48) hours detailing -

- (a) In relation to the junket gambling or Premium players:
  - (i) full name;
  - (ii) date of birth;
  - (iii) nationality;
  - (iv) the address of the players usual place of residence; and

- (v) an identity card number, a passport number, a taxpayer identification number or the number of any other document of identity issued by any government as evidence of the individual's nationality or residence and bearing a photograph of the individual.
  - (b) The date and time of arrival at the casino of the junket players or the Premium players and the proposed date and time of their departure from the casino at the conclusion of the junket gambling or Premium play arrangement; and
  - (c) The names and registration numbers of the registered Junket Agent representatives accompanying the junket players.
- 2.30.7** No commission will be paid by the Casino Operator to the Junket Agent and or Representative in relation to the participation of any person in a junket gambling arrangement whose name is not in the arrival report.
- 2.30.8** A Casino Operator shall issue identification cards to every registered Junket Agent and Junket Agent Representatives who are registered to conduct junket gambling arrangements in its casino premises.
- 2.30.9** The identification card issued to registered Junket Agent and the Junket Agent Representative shall contain —
- (a) The name of the Junket Agent and or Junket Agent Representative as registered with the Board.
  - (b) A registration number issued by the Board.
  - (c) A color photograph of the Junket Agent and or Junket Agent Representative.
  - (d) Any other information as the Board may require.

- 2.30.10** A Casino Operator shall be responsible for the conduct of any Junket Agent or Junket Representative associated with it and for the terms and conditions of any junket engaged in on its premises, regardless of the fact that the junket may involve persons not employed by such a Casino Operator.
- 2.30.11** A Casino Operator shall together with the Junket Agent or be jointly responsible for any violation or deviation from the terms of a junket agreement and or these Rules.
- 2.30.12** A Casino Operator shall be solely responsible for any violation or deviation from the terms of a Premium player agreement and or these Rules by the Premium player.
- 2.30.13** Notwithstanding any other provisions of these Rules, the Board may, after hearings in accordance with these Rules and or the Act, order restitution to junket participants or Premium players, assess penalties for such violations or deviations, prohibit future junkets or Premium play arrangements by the Casino Operator or the Junket Agent or Junket Agent Representative, and order such further relief as it deems appropriate.

### **3 SECTION 3**

#### **3.1 PREMIUM PLAYER ARRANGEMENT**

##### **3.1.1 PREMIUM PLAYERS MINIMUM BUY-IN AND PLAY**

- 3.1.1.1 A minimum cash or cash equivalent deposit of R500 000.00 is required to qualify as player for a premium player status.
- 3.1.1.2 The play shall be conducted with non-negotiable specifically marked premium play chips.
- 3.1.1.3 The rebate payable at the end of premium play shall be done in value chips.
- 3.1.1.4 The rebate payable at the end of play may be done immediately upon completion of play on a specific day at the specific table or the cage area or at a mutually agreed time not more than a period of a year.
- 3.1.1.5 Premium play shall not be conducted in a group sharing the same bank roll.
- 3.1.1.6 No premium play shall be allowed to take place on multiple play platforms.

3.1.1.7 No junket player or participant in a junket gambling agreement may be accorded a premium player status until such time such player has been verified and registered as such by the Casino Operator and entered into a premium player agreement with the Casino Operator.

### **3.2 PREMIUM PLAYERS REBATE**

3.2.1 A rebate payable to the premium players shall be calculated with reference to the premium player's turnover.

3.2.2 The rebate payable to the premium players shall be paid either on buy-in amount or at the end of premium play or both. The rate payable shall be included in the premium play agreement.

3.2.3 The rate payable shall be a maximum of 1.6% of the Premium player's turnover.

### **3.3 CLASSIFYING AND VERIFYING OF GROSS GAMING REVENUE FROM PREMIUM PLAYERS**

3.3.1 Premium play shall be restricted to a game of baccarat, punto banco or roulette.

3.3.2 The rebates earned by the premium players shall be considered a deductible for purposes of calculating gross gaming revenue.

3.3.3 The Casino Operator shall not allow any premium player to buy any non-negotiable chip for premium play with cash at any table.

3.3.4 Concurrent play through the usage of value chips to premium play is not prohibited i.e. match play on condition that all play of such value chips (win or loss) shall not contribute to the turnover to be considered for the calculation of the rebate at the end of the premium play.

3.3.5 Any value chips wagered for the purpose of 'match play' shall not be eligible for a rebate as contemplated in Rule 3.2.

### **3.4 EXTENTION OF CREDIT TO PREMIUM PLAYERS**

- 3.4.1 The Casino Operator may extend credit to a Premium player with whom it has entered into a premium player agreement subject to all legislative requirements and the Casino Operator's approved internal control procedures.
- 3.4.2 Any play conducted through extended credit shall not be eligible for a rebate as contemplated in Rule 3.2.

### **3.5 KEEPING OF RECORDS**

- 3.5.1 The Casino Operator shall ensure that records pertaining to the following information on the Premium player and Premium player's play is kept for a minimum of five (5) years -
- (a) Players full name and number (if available)
  - (b) Game played
  - (c) Location
  - (d) Buy in amount
  - (e) Average bet
  - (f) Win/loss
  - (g) Total time played
  - (h) Play start date
  - (i) Termination date of premium play
  - (j) Casino employees details

### **3.6 AUDTING OF RECORDS**

- 3.6.1 All records pertaining to Premium play shall be made available to the Board for verification and auditing purposes.

### **3.7 INTERNAL CONTROL PROCEDURES**

- 3.7.1 The Casino Operator shall cause develop internal control procedures with regard to Premium players and submit same to the Board for approval sixty (60) days for approval by the Board.

- 3.7.2 Any changes or amendments to the approved internal control standards for Premium players shall be submitted to the Board at least thirty (30) days prior to implementation.

**PRESCRIBED FORMS**

## Junket Agent Application Form

1. APPLICANT DETAILS			
FULL NAME			
Previous Names (If any)			
Place of Birth/Corporate Domicile		Date Birth/Date of incorporation	
Nationality		Company Registration Number	
Address(In full)			
Telephone Numbers			

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MARITAL STATUS (individuals only)		MARRIAGE DATE / PLACE (individuals only)	
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2. APPLICANT'S PASSPORT DETAILS				
PASSPORT No.		DATE OF ISSUE		
COUNTRY OF ISSUE		EXPIRY DATE		
3. SPOUSE'S PERSONAL PARTICULARS				
FULL NAME				
PREVIOUS NAMES (if any)				
PASSPORT No.		DATE OF ISSUE		
COUNTRY OF ISSUE		EXPIRY DATE		
4. APPLICANT'S EMPLOYMENT / TRADING HISTORY				
Name/Address of the company	Tel. No	Position Held	Employment Dates (to/from)	Reason for Leaving
Current:				
Previous 3 Years				
5. BUSINESS / COMPANY ASSOCIATIONS				
List all companies / businesses / partnerships with which you have been a director / partner / shareholder during the last three (3) years. (Attach a separate sheet if necessary).				

Company/Business Name	Place of Registration	Place of Operation	Nature of Business	Your Involvement	Period of Involvement
(i)					
(ii)					
(iii)					
(iv)					
(v)					

**6. CORPORATE INFORMATION**

Please provide the names of partners/co-directors of companies listed above (Section 5).

Company	Name of Person/Position	Association

**7. GENERAL INFORMATION**

	YES/NO	WHERE	WITH WHOM	WHEN
1. Do you presently or have you previously conducted junket tours?				
2. Are you or have you been				

licensed or approved as a junket promoter/representative in another province in South Africa?				
3. Are you or have you been licensed or approved as a junket promoter/representative in any casino outside of South Africa?				
<b>8. LITIGATION / FINANCIAL MATTERS</b>				
Please read the following questions carefully. If you have been charged and / or convicted of any offence, this may not automatically preclude you from obtaining approval to operate a junket agent. However, non-disclosure of an offence will result in automatic refusal of this application. Traffic offences need not be disclosed.				
	<b>YES/NO</b>	<b>WHERE</b>	<b>WHEN</b>	<b>WHAT FOR</b>
1. Have you ever been arrested?				
2. Have you ever been charged with an offence?				
3. Have you ever been convicted of any offence?				
4. Have you ever been fined or served a term of imprisonment?				
5. Have you ever been a party to civil action in court?				
6. Have you ever been, or is it imminently likely that you will be, declared as a bankrupt in any Country?				
7. Has any business with which you have been associated with been or is it imminently likely				

that you will be, declared bankrupt in any country?				
<b>9. CHARACTER/TRADING REFERENCES</b>				
List three (3) persons who have known you for a period of at least three (3) years: (Do not include spouse and relatives). If you are applying on behalf a Company, please list three (3) persons whom the Company has traded with for a period of at least three (3) years or professional advisors to the Company for not less than three (3) years.				
<p>1. FULL NAME:.....</p> <p>ADDRESS:.....</p> <p>TELEPHONE:.....</p>				
<p>2. FULL NAME:.....</p> <p>ADDRESS:.....</p> <p>TELEPHONE:.....</p>				
<p>3. FULL NAME:.....</p> <p>ADDRESS:.....</p> <p>TELEPHONE:.....</p>				

DECLARATION, NOTICE OF CONSENT, AUTHORITY TO RELEASE INFORMATION AND INDEMNITY BY  
INDIVIDUAL

I .....(Full Names) residing at .....

..... (Full Address) Occupation .....

do hereby solemnly declare and affirm that:

- (a) I have submitted an application to the North West Gambling Board ("the Gambling Board") to be registered as junket agent in terms of the North West Gambling Act No.2 of 2001 read together with its regulations.
- (b) I have personally completed the junket agent application form and I have supplied all the required documentation.
- (c) I declare that the information contained in the junket agent application form is true and correct in every detail and that any document accompanying the form is not an original document but a true certified copy of the original document.
- (d) I solely for the purposes of my said application do hereby consent for the Gambling Board to conduct an investigation into my background on a regular basis.
- (e) I hereby authorise, the Gambling Board and its duly appointed representatives to have access and to inspect and / or obtain copies of any credit report, legal or personal information derived from those reports that has any bearing on my credit worthiness, credit history, credit standing or credit capacity; any loan information, cheque account records, savings deposit records and bank statement sheets pertaining to me; any records relating to investigations of my activities conducted by any state, territory, federal or overseas police force, crime investigation agencies, corporate regulatory agencies or any gaming or casino regulatory bodies and tax authorities; and any court records relating to any present or past civil or criminal court proceedings to which I am or was a party.
- (f) I hereby further authorise any person who may be approached by the Gambling Board to release to the Gambling Board or its duly appointed representative, all the documents, reports, records and information requested by any of them. One of the purposes for which this authorisation is given is to satisfy the requirements of the **Protection of Personal Information Act, 2013** which states that the personal information in possession of any person can only be processed, collected and disclosed to another person where there is written consent of the owner thereof.
- (g) I hereby agree to indemnify and hold harmless the Gambling Board, its employees and agents from and against any and all liabilities, actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made in respect of the release or use of any details of any conviction or other information related to or involving me.

Signed at ..... on this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

(Signature of Witness)

(Signature of the Applicant)

(Name of Witness)

DECLARATION, NOTICE OF CONSENT, AUTHORITY TO RELEASE INFORMATION AND INDEMNITY BY  
INDIVIDUALS

I.....(Full Names) residing

at.....(Full Address), in my capacity as ....., and a duly

authorised representative of .....

("the Applicant"), do hereby solemnly declare and affirm that:

- (a) The Applicant has submitted an application to the North West Gambling Board ("the Gambling Board") to be registered as junket agent in terms of the North West Gambling Act No.2 of 2001 read together with its regulations and rules.
- (b) I have personally completed the junket agent application form and I have supplied all the required documentation on behalf of the Applicant.
- (c) I declare that the information contained in the said form is true and correct in every detail and that any document accompanying the form is not an original document but a true copy of the original document.
- (d) I solely for the purposes of the said application do hereby consent to the Gambling Board to conduct of an investigation into background of the Applicant on a regular basis.
- (e) I hereby authorise, the Gambling Board and its duly appointed representatives to have access and to inspect and / or obtain copies of any credit report, legal or personal information derived from those reports that has any bearing on the Applicant's credit worthiness, credit history, credit standing or credit capacity; any loan information, cheque account records, savings deposit records and bank statement sheets pertaining to the Applicant; any records relating to investigations or activities conducted against the Applicant by any state, territory, federal or overseas police force, crime investigation agencies, corporate regulatory agencies or any gaming or casino regulatory bodies and tax authorities; and any court records relating to any present or past civil or criminal court proceedings to which the Applicant is or was a party.
- (f) I hereby further authorise any person who may be approached by the Gambling Board to release to the Gambling Board or its duly appointed representative, all the documents, reports, records and information requested by any of them. One of the purposes for which this authorisation has is given is to satisfy the requirements of the **Protection of Personal Information Act, 2013** which states that the personal information in possession of any person can only be processed, collected and disclosed to another person where there is written consent of the owner thereof.
- (g) I hereby agree to indemnify and hold harmless the Gambling Board, its employees and agents from and against any and all liabilities, actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made in respect of the release or use of any details of any conviction or other information related to or involving the Applicant.

Signed at ..... on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

*[continued on page 15]*

(Signature of Witness)

(Signature of the Applicant)

(Name of Witness)

**PRESCRIBED FORM 2****Junket Agent Representative**

Date: / /  
DD/MM/YYYY

Name of Junket Agent  
Representative:

Title Family Name Other Names

Previous/ Other names:

Date of Birth: / /  
DD/MM/YYYY

Home Address (in full)

Telephone numbers: Country / Code  
Home Other

Passport No: Date of issue: / /  
DD/MM/YYYY

Country of issue: Expiry Date: / /  
DD/MM/YYYY

Authoriser /  
North West Gambling Board NAME SIGNATURE

**SUPPORTING DOCUMENTS:**

- Certified copy of the passport of the Junket Agent Representative.
- Police clearance certificate from the Junket Agent Representative's ordinary place of residence.
- Letter of authority from a duly authorised representative of the Junket Agent authorising the Junket Agent Representative to perform certain activities for and on its behalf.
- Certified copy of registration certificate of the Junket Agent as issued by the North West Gambling Board



# IMPORTANT *Reminder* from Government Printing Works

Dear Valued Customers,

As part of our preparation for eGazette Go Live on 9 March 2015, we will be suspending the following existing email addresses and fax numbers from **Friday, 6 February**.

Discontinued Email addresses	Discontinued Fax numbers
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<a href="mailto:Estates@gpw.gov.za">Estates@gpw.gov.za</a>	+27 12 334 5840
<a href="mailto:LegalGazette@gpw.gov.za">LegalGazette@gpw.gov.za</a>	+27 12 334 5819
<a href="mailto:ProvincialGazetteGauteng@gpw.gov.za">ProvincialGazetteGauteng@gpw.gov.za</a>	+27 12 334 5841
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<a href="mailto:ProvincialGazetteNCKZN@gpw.gov.za">ProvincialGazetteNCKZN@gpw.gov.za</a>	+27 12 334 5837
<a href="mailto:TenderBulletin@gpw.gov.za">TenderBulletin@gpw.gov.za</a>	+27 12 334 5830

To submit your notice request, please send your email (with Adobe notice form and proof of payment to [submit.egazette@gpw.gov.za](mailto:submit.egazette@gpw.gov.za) or fax +27 12-748 6030.

Notice requests not received in this mailbox, will **NOT** be processed.

Please **DO NOT** submit notice requests directly to your contact person's private email address at GPW – Notice requests received in this manner will also **NOT** be processed.

GPW does not accept responsibility for notice requests submitted through the discontinued channels as well as for the quality and accuracy of information, or incorrectly captured information and will not amend information supplied.

Thank you!

For any queries, please contact the eGazette Contact Centre.



[info.egazette@gpw.gov.za](mailto:info.egazette@gpw.gov.za) (only for queries).

Notice requests received in this mailbox will **NOT** be processed.



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