

**ENFORCEABLE UNDERTAKING GIVEN TO THE AUSTRALIAN
COMMUNICATIONS AND MEDIA AUTHORITY BY PALMER BOOKMAKING PTY
LTD, TRADING AS PALMERBET (ACN 154 794 411) UNDER SECTION 114 OF THE
REGULATORY POWERS (STANDARD PROVISIONS) ACT 2014 (Cth)**

1. Person/s giving the undertaking

This Undertaking is given to the Australian Communications and Media Authority by Palmerbet Bookmaking Pty Ltd (ACN 154 794 411) under section 114 of the *Regulatory Powers (Standard Provisions) Act 2014*.

2. Definitions

2.1 In this Undertaking:

- 2.1.1 **ACMA** means the Australian Communications and Media Authority.
- 2.1.2 **Act** means the *Regulatory Powers (Standard Provisions) Act 2014* (Cth).
- 2.1.3 **Board** means Palmerbet's Board of Directors or equivalent management body.
- 2.1.4 **Commencement Date** has the meaning given in clause 3.1.
- 2.1.5 **IGA** means *Interactive Gambling Act 2001* (Cth).
- 2.1.6 **Implementation Plan** means the Palmerbet Board approve plan referred to in clause 7, developed in response to the Independent Consultant's Report.
- 2.1.7 **Independent Consultant** means a qualified and independent consultant with expertise in audits relating to risk and compliance, processes, procedures, systems, governance and controls.
- 2.1.8 **NSER** means the National Self-Exclusion Register.
- 2.1.9 **Palmerbet** means Palmer Bookmaking Pty Ltd, t/a Palmerbet (ACN 154 794 411).
- 2.1.10 **Registered Individual** means an individual who has registered on the NSER.
- 2.1.11 **Relevant IGA Requirements** means sections 61KA and 61MB of the IGA or, if the IGA is amended, any equivalent or substantially similar provisions in the amended IGA which:
 - (a) prohibit the provision of licensed interactive wagering services to people who are included in the NSER; and
 - (b) set out rules for the closure of an account after a person is included in the NSER.
- 2.1.12 **Report** means the report referred to in clause 6.4.
- 2.1.13 **Review** means the review conducted by the Independent Consultant referred to in clause 6.
- 2.1.14 **Undertaking** means this Enforceable Undertaking.

3. Term of the Undertaking

3.1 This Undertaking commences when:

- 3.1.1 It has been executed by Palmerbet; and
- 3.1.2 So executed, it has been accepted by the ACMA and written notification of that acceptance has been provided to Palmerbet (**Commencement Date**).

3.2 This Undertaking continues for a period of 18 months from the Commencement Date or until it is withdrawn or varied by Palmerbet with ACMA's consent under section 114(3) of the Act or cancelled by the ACMA under section 114(5) of the Act, whichever is earlier.

3.3 This Undertaking may be varied by Palmerbet with the consent of the ACMA.

3.4 Any notice or approval required or permitted to be given by the ACMA under this Undertaking must be in writing and may be given by any ACMA Authority member or by any ACMA staff member who is a member, or acting member, of the Senior Executive Service.

4. Background

4.1 Palmerbet carries on business in Australia as a licensed interactive wagering service provider within the meaning of the IGA.

4.2 On 30 April 2025, the ACMA commenced an investigation into Palmerbet's compliance with Part 7B of the IGA.

4.3 On 24 April 2026, the ACMA finalised its investigation and found that Palmerbet had:

4.3.1 contravened subsection 61KA(3) of the IGA on eighteen (18) occasions by providing licensed interactive wagering services to a Registered Individual; and

4.3.2 contravened subsection 61MB(5) of the IGA on five hundred and thirty-five (535) occasions by failing to close the licensed interactive wagering account of a Registered Individual that had no outstanding or pending bets within a reasonably practicable timeframe,

in connection with obligations relating to the NSER.

4.4 Palmerbet acknowledges the ACMA's findings, and in response to the ACMA's concerns regarding Palmerbet's compliance with the IGA, offers this Undertaking to the ACMA aimed at addressing future compliance with the IGA.

5. Undertakings

5.1 Palmerbet undertakes to take the following specified actions to ensure Palmerbet's processes, procedures and systems comply with the Relevant IGA Requirements so that Palmerbet does not contravene the IGA in the future.

5.2 Palmerbet undertakes it will provide all documents and information requested by the ACMA from time to time for the purpose of assessing compliance with the terms of this Undertaking.

6. Independent Consultant

6.1 Palmerbet undertakes to appoint an Independent Consultant consistent with this clause 6 to undertake a review consistent with clause 6.2 (the **Review**) and to produce a report which complies with clause 6.3 (the **Report**).

6.2 The Review must:

6.2.1 Identify Palmerbet's current systems, processes and practices relevant to compliance with the Relevant IGA Requirements;

6.2.2 identify any deficiencies in Palmerbet's systems, processes and practices which may impact Palmerbet's compliance with the Relevant IGA Requirements;

6.2.3 make recommendations as to the improvement or maintenance of Palmerbet's systems, processes and practices to ensure best practice compliance with the Relevant IGA Requirements; and

- 6.2.4 in terms of scope, permit the Independent Consultant to make any other recommendations they consider appropriate to assist Palmerbet to comply with the Relevant IGA Requirements.
- 6.3 The Independent Consultant must produce a report which records the matters referred to in clause 6.2 and provide it to the Palmerbet Board, and at the same time to the ACMA, within six months of their appointment
- 6.4 Palmerbet must seek written approval from the ACMA for the appointment of the proposed Independent Consultant within 30 business days after the Commencement Date. If the ACMA does not approve the choice of Independent Consultant, Palmerbet will repeat this process until it has the ACMA's written approval.
- 6.5 Palmerbet undertakes to appoint the Independent Consultant, and to provide written notification of that appointment to the ACMA, within 15 business days after the ACMA has given its written approval.
- 6.6 Subject to the ACMA's written agreement, Palmerbet may remove the Independent Consultant at any time and replace the Independent Consultant with a new Independent Consultant approved by ACMA. If the ACMA does not approve the choice of Independent Consultant, Palmerbet will repeat this process until it has the ACMA's approval.

7. Implementation Plan & reporting

- 7.1 Within 60 business days of the date of the Report, Palmerbet must:
 - 7.1.1 develop an Implementation Plan setting out the steps Palmerbet has taken, or will take, to implement all the recommendations of the Independent Consultant in the Report, including timeframes within which those recommendations will be implemented (unless the ACMA specifically agrees that any recommendation need not be implemented upon request in writing from Palmerbet); and
 - 7.1.2 provide a copy of the Implementation Plan to the ACMA.
- 7.2 If there are any audit recommendations that Palmerbet cannot reasonably implement in the timeframe in paragraph 7.1.1, Palmerbet should record its reasons in the implementation report and specify the time period within which it proposes to implement the recommendation(s) (delayed implementation).
- 7.3 Palmerbet undertakes to comply with the Implementation Plan in accordance with the timeframes specified in the Implementation Plan.
- 7.4 The Implementation Plan may be modified at any time, subject to the ACMA's written approval.
- 7.5 Six months after the date on which Palmerbet provides the ACMA with a copy of the Implementation Plan, Palmerbet undertakes to provide a further written report to the ACMA detailing Palmerbet's compliance with the Implementation Plan in accordance with timeframes specified in the Implementation Plan.

8. Ongoing assurance and reporting

- 8.1 Palmerbet undertakes to self-report to the ACMA any identified instances of non-compliance with Relevant IGA Requirements within one month after Palmerbet becomes aware of such non-compliance. This undertaking to self-report includes:
 - 8.1.1 reporting on any self-identified breach, including the details of the breach, any steps taken to investigate the breach, the cause of any identified compliance issues and the remediation measures taken or proposed to be taken to remedy the breach; and

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- 8.1.2 the details of any complaint received by Palmerbet, including steps taken by Palmerbet to investigate the complaint and the outcome.

9. Acknowledgments

9.1 Palmerbet acknowledges that:

9.1.1 The ACMA will make this Undertaking publicly available, including by publishing it on the ACMA's website.

9.1.2 The ACMA may, from time to time, make public comment about this Undertaking and its terms which includes issuing a media release upon its execution by the ACMA.

9.1.3 The ACMA may, from time to time, publicly report on compliance with this Undertaking.

9.2 Palmerbet also acknowledges that:

9.2.1 The ACMA's acceptance of this Undertaking does not affect the ACMA's power to investigate and take compliance and enforcement action arising from conduct that is not the subject of this Undertaking or arising from future conduct.

9.2.2 This Undertaking in no way derogates from the rights and remedies available to any other person or entity arising from the alleged conduct, the subject of this Undertaking.

Execution of the Undertaking

Signed by Grant Palmer as authorised
representative for **Palmer
Bookmaking Pty Ltd (ACN 154 794
411)**:



**Signature of Authorised
Representative**

Grant Palmer

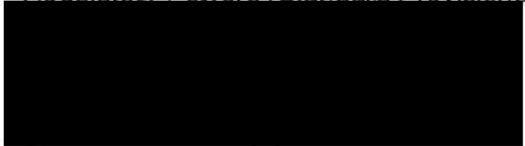
Name (insert title) (print)

Date: 31/8/2026

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Accepted by the Australian Communications and Media Authority under section 114 of the
Regulatory Powers (Standard Provisions) Act 2014 (Cth):


Signature

CAROLYN LIDGERWOOD

Name, Member (print)

Date:

2 / 9 / 2026

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