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Gaming and Wagering Commission of Western Australia

GOVERNMENT OF WESTERN AUSTRALIA

Department of Local Government, Industry Regulation and Safety

GOVERNMENT OF WESTERN AUSTRALIA

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE AUSTRALIAN COMMUNICATIONS AND MEDIA AUTHORITY

AND

GAMING AND WAGERING COMMISSION OF WESTERN AUSTRALIA

AND

DEPARTMENT OF LOCAL GOVERNMENT, INDUSTRY REGULATION AND SAFETY

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A. Preliminary

1. Background

1.1 The Australian Communications and Media Authority (ACMA) is a statutory agency established by section 6 of the ACMA Act. The ACMA regulates broadcasting and datacasting services, radiocommunications, telecommunications, nuisance telemarketing, spam and certain internet content in Australia.

1.2 Relevantly, the ACMA is responsible for:

- regulating telecommunications in accordance with the *Telecommunications Act 1997* Cth;
- regulating interactive gambling under the *Interactive Gambling Act 2001* Cth (the IGA), including the provision of the National Self-exclusion Register (also known as BetStop – the National Self-Exclusion Register™);
- managing the outsourced arrangements for the operation of BetStop – the National Self-Exclusion Register with the Register operator; and
- monitoring and investigating compliance with the IGA and the *Interactive Gambling (National Self-exclusion Register) Rules 2022* Cth;
- regulation and enforcement of commercial electronic messages under the *Spam Act 2003* Cth; and
- the regulation of telemarketing within the meaning of, and in accordance with, the *Do Not Call Register Act 2006* Cth.

1.3 The Gaming and Wagering Commission (the Commission) is a statutory authority established under the *Gaming and Wagering Commission Act 1987* (WA) which is responsible for the control and regulation of gambling in the industries of gaming and wagering in Western Australia and is responsible for administering the law relating to gaming and wagering in Western Australia.

1.4 The Commission's powers and functions are set out in several pieces of legislation, including the:

- *Gaming and Wagering Commission Act 1987 (*WA)
- *Betting Control Act 1954 (*WA)
- *Racing and Wagering Western Australia Act 2003 (*WA).

1.5 The Department of Local Government Industry Regulation and Safety (LGIRS) is a department of the Western Australian government which provides regulatory, compliance and enforcement support to the Commission. This includes the provision of staff and resources to deliver policy, compliance and licensing activities related to the regulation of the community gaming, casino gaming and wagering industries. Further, LGIRS principally assists the Minister to administer the *Racing and Wagering Western Australia Act 2003* (WA).

2. Definitions

2.1 In this Memorandum, unless the context otherwise requires, the following words have the following meanings:

ACMA means the Australian Communications and Media Authority;

ACMA Act means the *Australian Communications and Media Authority Act 2005* Cth;

Agency means either the ACMA or the Commission or LGIRS as the context allows, and Agencies shall be construed accordingly;

authorised disclosure information has the same meaning as in section 3 of the ACMA Act;

Commission means the Gaming and Wagering Commission of Western Australia;

confidential information means information held or accessible by an Agency in circumstances where the Agency is subject to a duty of confidence, whether arising by the application of statute, common law or equity and includes authorised disclosure information and protected information;

document includes written and electronic documents, and any and all forms of recorded information;

exchange includes the provision of information and/or documents by one agency to another;

GWC Act means the *Gaming and Wagering Commission Act 1987* (WA);

IGA means the *Interactive Gambling Act 2001;*

IWP means a licensed interactive wagering service provider as that term is defined under section 61GB of the IGA;

LGIRS means the Western Australian Department of Local Government, Industry Regulation and Safety;

Memorandum means this Memorandum of Understanding;

person includes an individual, a natural person, a body corporate, an unincorporated association, a partnership, a government or political subdivision, a statutory authority or instrumentality of a government;

personal information means personal information as that term is defined by the *Privacy Act 1988*;

protected information has the same meaning as in section 61NA of the IGA;

relevant ACMA legislation means the legislation referred to in sections 1.1 and 1.2 and associated regulations, standards and codes of practice;

relevant Commission legislation means the legislation referred to in section 1.4 and associated regulations, directions and guidelines;

Requested Agency means the Agency:

(a) to which a request has been made under this Memorandum; or

(b) that is otherwise providing information, documents or assistance to the other Agency under the Memorandum; and

Requesting Agency means the Agency:

(a) making a request under this Memorandum; or

(b) that is otherwise receiving information, documents, or assistance from the other Agency under this Memorandum.

2.2 Interpretation, unless the contrary intention appears –

(a) references to this Memorandum include any schedules and attachments;

(b) headings are for convenience only and do not affect its interpretation;

(c) references to anything are a reference to the whole or any part of it and a reference to a group or things or persons is a reference to any one or more of them;

(d) where any time is to be calculated from a day or event, such day or event or the day of such event must be excluded;

(e) words importing the singular include the plural and vice versa;

(f) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation as amended or replaced from time to time;

(g) references to this Memorandum or any other document or instrument include the document or instrument as varied, extended, renewed or replaced and notwithstanding any changes in the identity of the Agencies thereto; and

(h) if a word or phrase is defined, other grammatical forms of that word or phrase have corresponding meanings.

3. Purpose and Scope

3.1 The purpose of this Memorandum is to build a strategic relationship between the Agencies and assist each Agency in the performance of its regulatory responsibilities.

3.2 This Memorandum establishes a framework for mutual assistance to enable the Agencies to effectively perform their respective duties according to law.

3.3 This Memorandum establishes the framework to facilitate strategic engagement, collaboration, and the exchange of information between the Agencies while recognising the legal, policy and administrative limits on the powers of each Agency to exchange such information.

3.4 The general areas of mutual assistance, collaboration and information exchange under this Memorandum include compliance monitoring, complaints management, enforcement and education in connection with:

(a) the ACMA's powers and functions under the relevant ACMA legislation; and

(b) the Commission's powers and functions under relevant legislation.

3.5 The areas of priority concern under this Memorandum may include circumstances where an Agency:

(a) receives a complaint or has information that suggests an IWP may have contravened relevant ACMA legislation or relevant Commission legislation;

(b) receives a complaint or has information that suggests another person/entity may have contravened relevant ACMA legislation or relevant Commission legislation;

(c) has commenced, or is considering commencing, an investigation into an IWP or other matters that it considers relevant to the other Agency;

(d) is considering taking, or has decided to take, enforcement action against an IWP or an entity that it considers relevant to the other Agency;

(e) becomes aware that a new entity is to be licensed as an IWP or an IWP may be subject to license cancellation or change by the Commission;

(f) has been notified by an IWP that an investigation has commenced by a regulatory or governing body; and

(g) any other matters identified for priority attention from time-to-time by an Agency.

B. Provision of information and documents

4. Statement of Intent

4.1 This Memorandum is a voluntary statement of the intent of the Agencies to cooperate with and assist each other and accordingly does not create any enforceable rights or impose any legally binding obligations on either Agency.

4.2 This Memorandum does not modify or supersede any laws in force applying to either Agency.

4.3 This Memorandum does not affect the right or ability of either Agency to obtain information from any person in connection with the powers and functions of either Agency.

4.4 This Memorandum does not prevent either Agency from collaborating or sharing information providing mutual assistance to the other Agency on any other matter to the extent permitted by law.

5. Requests for information, documents or assistance

5.1 The Agencies will use their best endeavours to comply with the terms of this Memorandum.

5.2 Either Agency may, in accordance with this Memorandum, request documents, information or assistance from the other Agency relevant to the Requesting Agency's powers and functions.

5.3 The Requested Agency may, in the exercise of its discretion, decline a request, in whole or in part.

5.4 In deciding whether to accept or decline a request the Requested Agency will take into account whether:

(a) the request was made in accordance with this Memorandum, in particular clause 6, and

(b) the provision of the information, documents or assistance would or may:

(i) be contrary to the national or public interest, or to the law;

(ii) be beyond the statutory powers of the Requested Agency;

(iii) involve dealing with the administration of a law, regulation or requirement that does not exist, and has no parallel within the jurisdiction of the Requested Agency;

(iv) put the Requested Agency in breach or at risk of being in breach of a legal or equitable duty owed to any person (particularly in relation to the treatment of confidential information, protected information and personal information, or an obligation to afford procedural fairness);

(v) expose the Requested Agency to the threat of legal proceedings;

(vi) place a strain on its resources or substantially or unreasonably divert its resources from priorities; or

(vii) impact adversely on any enforcement or compliance action being undertaken or contemplated by the Requested Agency.

5.5 An Agency may provide information, documents or assistance to the other Agency for the purpose of this Memorandum in the absence of a request as permitted by law and in accordance with its own processes.

6. Procedure for requests for information, documents or assistance

6.1 An Agency may request information, documents or assistance from the other Agency in the manner specified in this Memorandum.

6.2 Subject to clause 6.5, all requests for information, documents or assistance must be made in writing.

6.3 Requests should specify details of:

(a) the information, documents or assistance required;

(b) the purpose for which the information, documents, or assistance is sought (identifying the provisions of any relevant law or other legal basis for the Requesting Agency seeking the information);

(c) to whom, if anyone, the documents and information provided may be disclosed or released by the Requesting Agency (specifying the reasons and legal basis for the on-disclosure);

(d) any information in the possession of the Requesting Agency that may:

(i) assist the Requested Agency in identifying persons who may be adversely affected by the disclosure; and

(ii) may affect the Requested Agency's obligations to afford procedural fairness (if any) (including specifying whether the request is confidential, and the nature of any such affect); and

(e) the suggested period for reply and, if the request is urgent, the reasons for the urgency.

6.4 If the request for documents, information or assistance is for the purpose of actual or possible investigation and/or enforcement action, then the following details are also to be provided:

(a) a description of the conduct or suspected conduct which gives rise to the request;

(b) details of the relevant legislation (identifying provisions), laws or requirements, and, where appropriate, the subject of the investigation or law enforcement activity;

(c) the role of the Requesting Agency and the relevant regulatory functions to which the request relates; and

(d) the sanctions or penalties that may be imposed in the event of law enforcement action.

6.5 In urgent cases, a request for information, documents or assistance may be made orally provided that the request contains the information set out in clauses 6.3 and 6.4 (if applicable) to be followed by a written request containing all the required information within 5 business days.

7. Procedure for provision of information, documents or assistance

7.1 The Requested Agency will consider each request on a case-by-case basis to determine whether the Requested Agency is able to provide the information, documents or assistance requested under this Memorandum.

7.2 The Requested Agency will use its best endeavours to advise the Requesting Agency within 5 business days of receipt of the request the estimated timeframe for deciding whether to accept or decline the request and respond to the request.

7.3 Where the Requested Agency must consult on a request, requires the consent of a person, or is otherwise required to advise a person of the request before it is able to comply with the request, the Requested Agency will advise the Requesting Agency of this fact before contacting that person.

7.4 The Requested Agency may provide information, documents or assistance to the Requesting Agency subject to any conditions that the Requested Agency considers appropriate, including:

(a) written restrictions or limitations as to the use, access or storage of the requested information or documents;

(b) confidentiality requirements relating to the information or documents provided; and

(c) if the Requested Agency is likely to incur significant costs and expenses in complying with the request, a requirement that the Requesting Agency contribute to the costs and expenses.

7.5 Where the Requested Agency seeks to impose a condition it must advise the Requesting Agency of that condition prior to providing the information, documents or assistance. If the Requested Agency seeks to impose a condition of the kind described in clause 7.4(c) it must:

(a) provide the Requesting Agency with an estimate of costs and expenses; and

(b) obtain an agreement from the Requesting Agency as to a contribution to the costs and expenses.

8. Permissible use of information or documents

The Requesting Agency shall not use any documents or information provided pursuant to this Memorandum for any purpose other than the purposes stated in the request or any applicable conditions imposed under clause 7.4 unless:

(a) it has asked the Requested Agency for its consent to use the information or documents for the other purpose; and

(b) the Requested Agency has indicated its consent in writing to such use.

9. Confidentiality of requests and information or documents provided

9.1 The Requested Agency shall endeavour to keep confidential all requests made under this Memorandum, the content of such requests and any other matters arising from consultation about the requests, if requested to do so by the Requesting Agency.

9.2 Once the information no longer needs to be retained, the Requesting Agency will securely dispose of the information so that it is no longer possible or reasonably practicable to reproduce a whole or part of the information.

9.3 The Requesting Agency shall, subject to legal obligations requiring or authorising the disclosure or production, maintain the confidentiality of the information or documents supplied by the Requested Agency under this Memorandum.

9.4 In exchanging confidential information, the Agencies acknowledge the confidentiality requirements of the laws and regulations under which each Agency operates. The Requesting Agency will comply with any confidentiality conditions and will not, subject to clause 9.5, release or disclose information or documents supplied to it under this Memorandum to a third party without the express written consent of the Requested Agency or as specified in the Request.

9.5 The Requesting Agency will notify the Requested Agency of any legally enforceable demand for disclosure of confidential information or documents supplied under this Memorandum before complying with the demand and will assert such appropriate legal exemptions or privileges with respect to such information as may be available.

9.6 Each party must report to the other parties as soon as possible after becoming aware of any unauthorised use or disclosure of information exchanged under this Memorandum.

C. Miscellaneous provisions

10. Contact points

10.1 So far as is practicable, all communications between the Agencies associated with matters under this Memorandum should be between the principal points of contact as notified by either Agency in writing, which may be amended by written advice provided by either Agency to the other Agency from time-to-time.

10.2 The following positions are the first point of contact for any queries relating to this Memorandum:

ACMA	GWC	LGIRS
Manager, National Self-Exclusion Section	General Manager, Office of GWC	GM Wagering and Community Gaming Compliance
Email: betstop@acma.gov.au	Email: Admin@gwc.wa.gov.au	Email: ed.gwr@dlgsc.wa.gov.au
Ph: 1300 850 115	Ph: 0417 958 375	Ph: 0448 314 423

11. Term of Memorandum

This Memorandum will be ongoing and subject to periodic review unless terminated in accordance with clause 16.

12. Commencement date

This Memorandum commences on and from the date when it has been signed by both Agencies.

13. Review of Memorandum

13.1 The Agencies will keep the operation of this Memorandum under periodic review and will consult with a view to improving its operation and resolving any matters or differences that may arise as a result of the interpretation, construction, or operation of this Memorandum.

13.2 The Agencies will consult for the purpose of reviewing this Memorandum at a time mutually agreed between both parties.

13.3 Any term of this Memorandum may be amended or waived by the Agencies' mutual consent in writing.

14. Maintenance and variation of this Memorandum

14.1 This Memorandum is to be reviewed periodically at any time at the request of any party.

14.2 ACMA, GWC and LGIRS may not vary this Memorandum, except by agreement in writing signed by all parties.

15. Dispute Resolution

Any dispute or issue that arises between the parties in relation to the content or operations of this Memorandum will be referred to the respective Contact Points for resolution. Where the Contact Points are unable to resolve the issues, the matter may be escalated as appropriate within the organisations, including referral to the signatories to the Memorandum, for resolution.

16. Media Relations

Where appropriate, both Agencies will consult with each other in relation to media relations which may be of mutual interest to both Agencies, and which may acknowledge the work of both Agencies in achieving an outcome.

17. Termination of Memorandum

17.1 Either Agency may terminate this Memorandum by giving 30 days' written notice to the other Agency.

17.2 In the event that this Memorandum is terminated, this Memorandum shall continue to have effect with respect to all requests for information or documents that were made before the date of such notice of termination, and with respect to the confidentiality of all documents and information supplied under this Memorandum.

Signed on this…01……day of……September……2026

Signed for and on behalf of the Australian Communications and Media Authority 14 September 2026	**Signed for and on behalf of the Gaming and Wagering Commission**	**Signed for and on behalf of the Department of Local Government, Industry Regulation and Safety (LGIRS)**
[redacted]	[redacted]	[redacted]
Nerida O'Loughlin Chair and Agency Head ACMA	Gary Dreibergs Chairperson, GWC	Lanie Chopping Director General, LGIRS