



## **Anti-Money Laundering and Counter-Terrorism Financing (Exemption — Entain Group Pty Ltd) Instrument 2025 (No. 34)**

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I, Carolyn Marsden, Acting National Manager, Policy, Rules and Guidance, make the following exemption as a delegate of the AUSTRAC CEO.

Dated

19 December 2025

Carolyn Marsden  
Acting National Manager, Policy, Rules and Guidance  
Australian Transaction Reports and Analysis Centre

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# Contents

1	Name .....	1
2	Commencement.....	1
3	Cessation .....	1
4	Authority .....	1
5	Definitions.....	1
6	Application.....	3
7	Exempt provision .....	3
8	Conditions .....	3
<b>Schedule 1 – Confidentiality Deed Table</b>		<b>8</b>
<b>Schedule 2—Confidentiality Deed</b>		<b>9</b>

## 1 Name

This instrument is the *Anti-Money Laundering and Counter-Terrorism Financing (Exemption — Entain Group Pty Ltd) Instrument 2025 (No. 34)*.

## 2 Commencement

This instrument commences on the day after it is signed.

## 3 Cessation

This instrument ceases to have effect on 30 June 2027.

## 4 Authority

This instrument is:

- (1) made under paragraph 248(1)(a) of the Act; and
- (2) subject to conditions as authorised under paragraph 248(2)(b) of the Act.

## 5 Definitions

Note: A number of expressions used in this instrument are defined in section 5 of the Act, including the following:

- (a) AUSTRAC entrusted person
- (b) disclose
- (c) person.

In this instrument:

**Act** means the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).

**Engagement Ending Event** means the cessation of a person's engagement in connection with a Matter.

**Entain Australia** means Entain Group Pty Ltd (ACN 151 956 768).

**Entain Australia legal practitioner** means a person who is a legal practitioner (howsoever described) engaged by, or on behalf of, Entain Australia in connection with a Matter.

**Entain entity** means any of the following:

- a) Entain Australia;
- b) Entain plc.

**Entain legal practitioner** means any of the following:

- a) an Entain Australia legal practitioner;
- b) an Entain plc legal practitioner.

**Entain plc** means Entain plc, a public limited company incorporated in the Isle of Man (registered no, 4685V).

**Entain plc legal practitioner** means a person who is a legal practitioner (howsoever

described) engaged by, or on behalf of, Entain plc, in connection with a Matter.

**Enterprise Recipient** means any of the following:

- a) Entain plc;
- b) A person to whom one or more of the following apply:
  - i. The person:
    - 1. has contracted, employed or otherwise engaged one or more Entain plc legal practitioners to provide legal services to Entain plc; and
    - 2. due to the relationship between the person and those Entain plc legal practitioners, is able to direct those Entain plc legal practitioners in the performance of their duties; and
  - ii. The person, being a partnership, provides the legal services of one or more Entain plc legal practitioners who are members of the partnership, to Entain plc.
- c) A person to whom one or more of the following apply:
  - i. The person:
    - 1. has contracted, employed or otherwise engaged one or more professional advisors to provide services to an Entain entity; and
    - 2. due to the relationship between the person and those Professional advisors, is able to direct those Professional advisors in the performance of their duties; and
  - ii. The person, being a partnership, provides the services of one or more Professional advisors who are members of the partnership, to the Entain entity.

**Exempt Person** means any of the following:

- a) Entain Australia;
- b) an Entain Australia legal practitioner.

**Matter** means any of the following:

- a) the investigation that was notified by AUSTRAC to Entain Australia in September 2022;
- b) the civil penalty proceedings commenced by AUSTRAC against Entain Australia in the Federal Court of Australia on 16 December 2024, with file number NSD1814/2024;
- c) any subsequent or related action or matter that may arise in connection with the investigation and/or civil penalty proceedings;
- d) the Uplift Program.

**Professional advisor** means a person engaged by, or on behalf of, an Entain entity, to provide advice or a service in connection with a Matter, who is not an Entain legal practitioner.

**Relevant AUSTRAC information** means any information disclosed to an Exempt Person in connection with a Matter, the further disclosure of which would, but for the existence of this instrument, engage subsection 121(5) of the Act.

**Uplift Program** means Entain Australia's Remediation Action Plan and the 2023 Detailed Uplift Program, as varied from time to time, and all activities and deliverables described in those documents.

## 6 Application

This instrument applies to the disclosure of Relevant AUSTRAC information by an Exempt Person in connection with a Matter.

## 7 Exempt provision

Each Exempt person is exempt from subsection 121(5) of the Act.

## 8 Conditions

This instrument is subject to the following conditions:

- (1) An Exempt Person may only disclose Relevant AUSTRAC information to the following persons (each of whom is a **Recipient**):
  - a) an employee or director of an Entain entity;
  - b) Entain plc;
  - c) an Entain plc legal practitioner;
  - d) a person employed by or contracted to, an Entain legal practitioner;
  - e) a Professional advisor;
  - f) a person employed by or contracted to, a Professional advisor,in connection with a Matter.

### *Confidentiality deed*

- (2) An Exempt Person may only disclose Relevant AUSTRAC information to a Recipient who has signed a confidentiality deed prior to the disclosure of Relevant AUSTRAC information.

Note: The Recipient is not required to sign a confidentiality deed for each subsequent disclosure of Relevant AUSTRAC information in relation to a specific Matter.

- (3) An Exempt Person may only disclose Relevant AUSTRAC information to a Recipient if the Exempt Person has:
  - a) advised the Recipient that the disclosure contains Relevant AUSTRAC information;
  - b) specified which documents contain Relevant AUSTRAC information; and
  - c) identified the Relevant AUSTRAC information as being subject to the confidentiality deed.
- (4) The confidentiality deed must:

- (a) include the requirements set out in Schedule 2 of this instrument; and
- (b) remain in force:
  - i. for the period during which the Recipient is engaged in connection with a Matter; and
  - ii. until the Recipient is not in possession of any Relevant AUSTRAC information; and
- (c) be enforceable by injunction or damages.

*Confidentiality agreement – Enterprise Recipients*

- (5) An Exempt Person may only disclose Relevant AUSTRAC information to an Enterprise Recipient who has entered into a confidentiality agreement with the Exempt Person prior to the disclosure of Relevant AUSTRAC information to the Enterprise Recipient.
- (6) The confidentiality agreement must:
  - a) be enforceable by injunction or damages; and
  - b) remain in force until the Enterprise Recipient is no longer in possession of any Relevant AUSTRAC information.
- (7) The confidentiality agreement must incorporate the following obligations:
  - a) the Enterprise Recipient must:
    - i. not communicate, or make disclosures of, Relevant AUSTRAC information to any person, other than a person listed in subsection (1) who has provided a confidentiality deed that contains the requirements set out in Schedule 2 of this instrument prior to the disclosure of the Relevant AUSTRAC information to the person; and
    - ii. not enable access to Relevant AUSTRAC information by any person, other than a person listed in subsection (1) who has provided a confidentiality deed that contains the requirements set out in Schedule 2 of this instrument prior to allowing access to the Relevant AUSTRAC information by the person; and
    - iii. ensure that Relevant AUSTRAC information is:
      - a. stored securely; and
      - b. accessed through an encrypted connection; and
    - iv. keep Relevant AUSTRAC information confidential at all times; and
    - v. put in place adequate safeguards to protect Relevant AUSTRAC information from unauthorised use or access; and
    - vi. make and retain a record of Relevant AUSTRAC information disclosed to it under subsection (1); and
    - vii. make and retain a record of use of or access to the Relevant AUSTRAC information disclosed to it under subsection (1); and

- viii. make and retain a record of any confidentiality deed given in compliance with subsection (2), in the form set out in Schedule 1 of this instrument; and
- ix. advise an Exempt Person of any breach of the confidentiality agreement within five business days of becoming aware of that breach; and
- x. advise an Exempt Person of any breach of a confidentiality deed within five business days of becoming aware of that breach; and
- xi. upon receipt of a request by an Exempt Person to provide a record described in paragraphs (vi)-(viii) above, provide that record; and
- xii. upon receipt of a request by an Exempt Person to provide a confidentiality deed, provide that confidentiality deed.

*Obligations of an Exempt Person*

(8) Each Exempt Person must:

- a) not communicate, or make disclosures of, Relevant AUSTRAC information to any person, unless permitted by this instrument; and
- b) not enable access to Relevant AUSTRAC information by any person, unless permitted by this instrument; and
- c) ensure that Relevant AUSTRAC information is:
  - i. stored securely; and
  - ii. accessed through an encrypted connection; and
- d) keep Relevant AUSTRAC information confidential at all times; and
- e) put in place adequate safeguards to protect Relevant AUSTRAC information from unauthorised use or access; and
- f) make and retain a record of Relevant AUSTRAC information in its possession; and
- g) make and retain a record of use of or access to the Relevant AUSTRAC information disclosed to it; and
- h) maintain a record of the Relevant AUSTRAC information that has been disclosed or made accessible to a person; and
- i) update the record referred to in subsection (h) as soon as is practicable, and not later than seven business days, after each disclosure of Relevant AUSTRAC information to a person; and
- j) cause a record referred to in subsection (h) maintained by any Exempt Person to be sent to the AUSTRAC CEO within 14 days of AUSTRAC requesting provision of that record; and
- k) make and retain a record of each confidentiality deed given in compliance with subsection (2) of this instrument, using the form set out in Schedule 1; and
- l) update the record referred to in paragraph (k) as soon as is practicable, and not

- later than five business days, after the receipt of a confidentiality deed from a Recipient; and
- m) cause a record referred to in paragraph (k) maintained by any Exempt Person or an Enterprise Recipient to be sent to the AUSTRAC CEO within 14 days of AUSTRAC requesting provision of that record; and
  - n) provide the AUSTRAC CEO with a copy of any confidentiality deed(s) provided under subsection 8(2) of this instrument, if requested to do so, within 14 business days of the request being made by AUSTRAC in writing.
- (9) Each Exempt Person must, as soon as practicable after the conclusion of a Matter:
- a) take all reasonable steps to obtain all physical copies of Relevant AUSTRAC information held by each:
    - i. Recipient; and
    - ii. Enterprise Recipient; and
  - b) request the deletion of all electronic copies of Relevant AUSTRAC information in the possession (actual or constructive) of each:
    - i. Recipient; and
    - ii. Enterprise Recipient.
- (10) Each Exempt Person must take all reasonable steps as soon as practicable after the occurrence of an Engagement Ending Event to:
- a) obtain all physical copies of Relevant AUSTRAC information held by each person whose engagement in connection with the Matter has ceased; and
  - b) request the deletion of all electronic copies of Relevant AUSTRAC information in the possession (actual or constructive) of each person whose engagement in connection with the Matter has ceased.
- (11) An Exempt Person must redact all information within the Relevant AUSTRAC information that is capable of identifying an AUSTRAC entrusted person, prior to its disclosure to a person specified in paragraphs (1)(c)-(f) of this instrument.
- (12) Each Exempt Person must, in writing, notify the AUSTRAC CEO of any breach of a confidentiality agreement or of a confidentiality deed within five business days of becoming aware of that breach.
- (13) Each Exempt Person must, in writing, notify the AUSTRAC CEO within 14 days of any event that may affect its ability to comply with this instrument.

### **Important Notice to the person named in this instrument**

1. Under subsection 248(3) of the Act, a person granted an exemption subject to one or more conditions must comply with the conditions specified in the instrument. Failure to comply with



subsection 248(3) is a civil penalty provision and may result in any or all of the following:

- the exemption ceasing to apply to the person during any period in which the person does not comply with the relevant condition/s;
- the exemption being revoked;
- the AUSTRAC CEO applying to the Federal Court of Australia for a civil penalty order requiring the person to pay a pecuniary penalty in respect of the breach.

2. This exemption is specific to, or is based on an assessment of the:

- information or documents provided by, or on behalf of, the person to AUSTRAC in support of the application made under subsection 248(1) of the Act; and
- facts and circumstances relevant to the application, including the nature and type of business activities the person undertakes at the time of the application.

3. Under sections 136 and 137 of the Act, it is an offence to provide false or misleading information or documents to the AUSTRAC CEO. If any of the information submitted by the applicant or its representatives is found to be false or misleading, the exemption may be revoked and action initiated against the applicant.

4. The person granted the exemption may request the AUSTRAC CEO to revoke or vary the exemption at any time.

5. Any request to vary or extend this exemption must be submitted to the AUSTRAC CEO or an approved delegate no later than 90 days before the date the change is requested to commence.

6. This exemption does not preclude the person from making communications or disclosures that are otherwise permitted by law.

## Schedule 1 – Confidentiality Deed Table

AUSTRAC Exemption 34/2025

Name	Position	Employing entity details (e.g. ABN where applicable)	Date of Deed

## Schedule 2—Confidentiality Deed

### Obligations for Recipients of Relevant AUSTRAC information

- (1) A Recipient must:
- (a) keep Relevant AUSTRAC information confidential at all times;
  - (b) ensure that Relevant AUSTRAC information is securely stored;
  - (c) put in place adequate safeguards to protect Relevant AUSTRAC information from unauthorised access, use or disclosure;
  - (d) only disclose Relevant AUSTRAC information to a Recipient who has provided a signed Confidentiality Deed to an Exempt Person;
  - (e) only access, use or disclose Relevant AUSTRAC information in connection with a Matter;
  - (f) not make public or disclose, and not cause to be made public or disclosed, Relevant AUSTRAC information, either directly or indirectly;
  - (g) after conclusion of the Recipients' engagement in relation to a Matter:
    - i. return any physical copies of documents containing Relevant AUSTRAC information to an Exempt Person; and
    - ii. delete all electronic copies of Relevant AUSTRAC information; and
    - iii. notify an Exempt Person that it has done so;
  - (h) immediately upon request by an Exempt Person made in writing:
    - i. return any physical copies of Relevant AUSTRAC information to the Exempt Person; and
    - ii. delete all electronic copies of Relevant AUSTRAC information in their possession (actual or constructive); and
    - iii. notify the Exempt Person that it has complied with the request;
  - (i) comply with applicable privacy laws of the Commonwealth, a State or a Territory, in respect of any personal information contained in Relevant AUSTRAC information.
- (2) For the avoidance of doubt, the deed does not preclude the Recipient from making disclosures that are otherwise permitted by law.
- (3) In this Schedule:

***Act*** means the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)*.

***Commonwealth*** has the same meaning as in the *Acts Interpretation Act 1901 (Cth)*.

***Entain Australia*** means Entain Group Pty Ltd (ACN 151 956 768).

***Entain Australia legal practitioner*** means a person who is a legal practitioner (howsoever described) engaged by, or on behalf of, Entain Australia, in connection with a Matter.

***Entain entity*** means any of the following:

- a) Entain Australia;

- b) Entain plc.

**Entain legal practitioner** means any of the following:

- a) an Entain Australia legal practitioner;
- b) an Entain plc legal practitioner.

**Entain plc** means Entain plc, a public limited company incorporated in the Isle of Man (registered no, 4685V).

**Entain plc legal practitioner** means a person who is a legal practitioner (howsoever described) engaged by, or on behalf of, Entain plc, in connection with a Matter.

**Exempt Person** means any of the following:

- a) Entain Australia;
- b) An Entain Australia legal practitioner.

**Matter** means any of the following:

- a) the investigation that was notified by AUSTRAC to Entain Australia in September 2022;
- b) the civil penalty proceedings commenced by AUSTRAC against Entain Australia in the Federal Court of Australia on 16 December 2024, with file number NSD1814/2024;
- c) any subsequent or related action or matter that may arise in connection with the investigation and/or civil penalty proceedings;
- d) the Uplift Program.

**Professional advisor** means a person engaged by, or on behalf of, an Entain entity, to provide advice or a service in connection with a Matter, who is not an Entain legal practitioner.

**Recipient** means a person who is:

- a) an employee or director of an Entain entity; or
- b) Entain plc; or
- c) a person employed by or contracted to, an Entain legal practitioner, in connection with a Matter; or
- d) an Entain plc legal practitioner; or
- e) a Professional advisor; or
- f) a person employed by, or contracted to, a Professional advisor in connection with a Matter (other than in the capacity of a legal practitioner (howsoever described)).

**Relevant AUSTRAC information** means any information disclosed to an Exempt Person in connection with a Matter, the further disclosure of which would, but for the existence of this instrument, engage subsection 121(5) of the Act.

**State** has the same meaning as in the *Acts Interpretation Act 1901 (Cth)*.

***Territory*** has the same meaning as in the *Acts Interpretation Act 1901 (Cth)*.

***Uplift Program*** means Entain Australia's Remediation Action Plan and the 2023 Detailed Uplift Program, as varied from time to time, and all activities and deliverables described in them.