



Anti-Money Laundering and Counter-Terrorism Financing (Exemption — The Star Pty Limited and The Star Entertainment Qld Limited) Instrument 2026 (No. 8)

I, William Sinclair Morris, Acting National Manager, Policy, Rules and Guidance, and delegate of the AUSTRAC CEO, make the following exemption.

Dated 14 April 2026

William Morris
Acting National Manager, Policy, Rules and Guidance
Australian Transaction Reports and Analysis Centre

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1 Name

This instrument is the *Anti-Money Laundering and Counter-Terrorism Financing (Exemption — The Star Pty Limited and The Star Entertainment Qld Limited) Instrument 2026 (No.8)*

2 Commencement

This instrument commences on the day after it is signed.

3 Cessation

This instrument ceases to have effect 28 days after the Proceedings conclude (whether by way of final judgement, order, dismissal or discontinuance), including any appeal or application for leave to appeal in the Proceedings. For the avoidance of doubt, the Proceedings do not conclude until the time for bringing any appeal has expired, and any application for an extension of time to appeal is finally resolved.

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) disclose;
- (b) person.

In this instrument:

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

Document Services Provider means a person who is engaged by, or on behalf of, either:

- a) a Star Entity; or
- b) a Legal Practitioner,

to provide document processing and storage services for the purposes of, or in connection with, the Proceedings, but does not include a person who is employed by, or contracted to, a Document Services Provider.

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

Exempt Person means any of the following:

- a) Star Sydney;
- b) Star Queensland;

- c) TSEG;
- d) a Law Practice.

Law Practice means a law practice as defined in the *Legal Profession Uniform Law (NSW) 2014* which is engaged by, or on behalf of, a Star Entity for the purposes of, or in connection with, the Proceedings.

Legal Practitioner means a person who is:

- a) a legal practitioner (howsoever described) engaged by, or on behalf of, a Star Entity; or
- b) employed by, or contracted to:
 - i. a person described in paragraph (a); or
 - ii. a Law Practice,

for the purposes of, or in connection with, the Proceedings.

Permitted Recipient means any of the following:

- a) A Law Practice;
- b) A Legal Practitioner;
- c) A Star Entity;
- d) A director of a Star Entity;
- e) A person who is employed by, or contracted to, a Star Entity;
- f) A Document Services Provider; and
- g) A person employed by, or contracted to, a Document Services Provider in connection with the Proceedings.

Relevant AUSTRAC information means any information the disclosure of which would, but for the existence of this instrument, engage subsection 121(5) of the Act.

Star Entity means any of the following:

- a) Star Sydney;
- b) Star Queensland; and
- c) TSEG.

Star Queensland means The Star Entertainment Qld Limited (ACN 010 741 045).

Star Sydney means The Star Pty Ltd (ACN 060 510 410).

the Proceedings means *DA Lynch Pty Limited v The Star Entertainment Group Ltd* (court file number S ECI 2022 01039) in the Supreme Court of Victoria.

TSEG means The Star Entertainment Group Ltd (ABN 85 149 629 023).

6 Application

This instrument applies to the disclosure of Relevant AUSTRAC information by:

- a) an Exempt Person; or
- b) a Legal Practitioner,

for the purposes of, or in connection with, the Proceedings.

7 Exempt provisions

- (1) Each Exempt Person is exempt from subsection 121(5) of the Act.
- (2) Each Legal Practitioner 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 a Permitted Recipient for the purposes of, or in connection with, the Proceedings.
- (2) An Exempt Person may only disclose Relevant AUSTRAC information to a Permitted Recipient who is an individual if:
 - a) the Exempt Person has obtained a signed confidentiality undertaking from the Permitted Recipient in the form set out in Schedule 2 of this instrument, prior to the disclosure of the Relevant AUSTRAC information to the Permitted Recipient; and
 - b) the Exempt Person has identified the Relevant AUSTRAC information as being subject to the confidentiality undertaking.

Note: A person is not required to sign a confidentiality undertaking for each subsequent disclosure of Relevant AUSTRAC information for the purposes of, or in connection with, the Proceedings.

- (3) An Exempt Person may only disclose Relevant AUSTRAC information to a Document Services Provider for the purposes of, or in connection with, the Proceedings.
- (4) An Exempt Person may only disclose Relevant AUSTRAC information to a Document Services Provider if the Exempt Person has entered into a confidentiality agreement with the Document Services Provider.
- (5) The confidentiality agreement must:
 - a) be enforceable by injunction or damages; and
 - b) be entered into before any Relevant AUSTRAC information is disclosed to the Document Services Provider; and
 - c) remain in force until the Document Services Provider is no longer in possession of any Relevant AUSTRAC information.
- (6) The confidentiality agreement must incorporate the following obligations:
 - a) the Document Services Provider must:

- i. not disclose Relevant AUSTRAC information to any person, other than a Permitted Recipient who has signed a confidentiality undertaking in accordance with subsection 8(2) of this instrument prior to the disclosure of the Relevant AUSTRAC information to the Permitted Recipient; and
- ii. not enable access to Relevant AUSTRAC information by any person, other than a Permitted Recipient who has signed a confidentiality undertaking in accordance with subsection 8(2) of this instrument prior to allowing access to the Relevant AUSTRAC information by the Permitted Recipient; and
- iii. not permit Relevant AUSTRAC information in the Document Services Provider's possession to be stored or accessed outside Australia; and
- iv. put in place appropriate safeguards to protect Relevant AUSTRAC information from unauthorised use or access; and
- v. make and retain a record of Relevant AUSTRAC information disclosed to the Document Services Provider; and
- vi. make and retain a record of use of or access to the Relevant AUSTRAC information disclosed to the Document Services Provider; and
- vii. if the Document Services Provider discloses Relevant AUSTRAC information to, or allows access by, a Permitted Recipient, retain any confidentiality undertaking given by the Permitted Recipient in compliance with subsection 8(2) of this instrument; and
- viii. make and retain a record of any confidentiality undertaking given in compliance with subsection 8(2) of this instrument, in the form set out in Schedule 1 of this instrument; and
- ix. provide any record or document referred to in sub-paragraphs 8(6)(v-viii) of this instrument to an Exempt Person upon request by the Exempt Person; and
- x. advise an Exempt Person of any breach of the confidentiality agreement within five business days of becoming aware of that breach; and
- xi. comply with a request made in accordance with this instrument by an Exempt Person, within five days of the date of the request; and
- xii. notify an Exempt Person in writing, within five days of any event that may affect its ability to comply with the confidentiality agreement.

Obligations of an Exempt Person

- (7) An Exempt Person must:
- a) make and retain a record of the Relevant AUSTRAC information that has been disclosed to the Exempt Person for the purposes of, or in connection with, the Proceedings.
 - b) make and retain a record of the Relevant AUSTRAC information that has been disclosed by the Exempt Person to a person for the purposes of, or in connection with, the Proceedings.

- c) not disclose Relevant AUSTRAC information to any person, unless permitted by this instrument or the Act; and
 - d) not enable access to Relevant AUSTRAC information in the Exempt Person's possession by any person, unless permitted by this instrument or the Act; and
 - e) put in place appropriate safeguards to protect Relevant AUSTRAC information in the Exempt Person's possession from unauthorised use or access; and
 - f) make and retain a record of use of or access to the Relevant AUSTRAC information in the Exempt Person's possession; and
 - g) make and retain a list of the undertakings given to the Exempt Person in compliance with subsection 8(2) of this instrument, in the form set out in Schedule 1; and
 - h) retain a copy of any confidentiality undertakings given in compliance with subsection 8(2) of this instrument; and
 - i) cause a record referred to in paragraphs 8(7)(b), (f), (g) and (h), maintained by any Exempt Person to be sent to the AUSTRAC CEO within 14 days of AUSTRAC requesting provision of that record; and
 - j) cause a record referred to in paragraphs 8(6)(v)-(viii)), maintained by a Document Services Provider to be sent to the AUSTRAC CEO within 14 days of AUSTRAC requesting provision of that record; and
 - k) ensure that the Relevant AUSTRAC information is not stored or accessed outside Australia.
- (8) Each Exempt Person must, after the conclusion of the Proceedings:
- a) cause reasonable steps to be taken to ensure that all physical copies of Relevant AUSTRAC information held by each recipient of the information are returned or destroyed; and
 - b) cause reasonable steps to be taken to ensure that electronic copies of Relevant AUSTRAC information are deleted by each recipient of the information.
- (9) Each Exempt Person must as soon as practicable after the occurrence of an Engagement Ending Event:
- a) cause reasonable steps to be taken to ensure that all physical copies of Relevant AUSTRAC information held by each person whose engagement in connection with the proceedings has ceased are returned or destroyed; and
 - b) cause reasonable steps to be taken to ensure that all electronic copies of Relevant AUSTRAC information in the possession of each person whose engagement in connection with the proceedings has ceased are deleted by those persons.
- (10) An Exempt Person must, in writing, notify the AUSTRAC CEO of any breach of:
- a) a confidentiality agreement which the Exempt Person has entered into in accordance with subsection 8(4) of this instrument; or
 - b) a confidentiality undertaking,
- within five business days of becoming aware of that breach.

- (11) 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 table

Name	Position	Employing entity	Date of undertaking

Schedule 2—Confidentiality undertaking

I, _____,

of _____

undertake to AUSTRAC to:

- (1) keep Relevant AUSTRAC information disclosed to me confidential at all times; and
- (2) not make public or disclose, and not cause to be made public or disclosed, Relevant AUSTRAC information to any person, either directly or indirectly, unless the disclosure is permitted by this undertaking; and
- (3) securely store any Relevant AUSTRAC information disclosed to me, or which I otherwise have lawful access to; and
- (4) not store or access any Relevant AUSTRAC information outside Australia; and
- (5) only disclose Relevant AUSTRAC information to a person:
 - a. who, if an individual;
 - i. has signed a confidentiality undertaking in the form set out in this Schedule; and
 - ii. has provided that undertaking to an Exempt Person; and
 - b. who is one of the following:
 - a) a Law Practice;
 - b) a Legal Practitioner;
 - c) a Director of a Star Entity;
 - d) a person who is employed, by, or contracted to, a Star Entity;
 - e) a Document Services Provider; or
 - f) a person employed by or contracted to, a Document Services Provider, and
 - c. where authorised to do so for or on behalf of an Exempt Person; and
 - d. for the purposes of, or in connection with, the Proceedings; and
- (6) at the conclusion of the Proceedings, the cessation of my engagement in connection with the Proceedings, or receipt of a request made by an Exempt Person, whichever is the earliest:
 - a) destroy or return any physical copies of Relevant AUSTRAC information in my possession to the Exempt Person; and
 - b) take all reasonable steps to delete electronic copies of Relevant AUSTRAC information in my possession or which I have control over.

This undertaking does not preclude me from making a disclosure of Relevant AUSTRAC information that is otherwise permitted by law.

In this undertaking:

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

Document Services Provider means a person who is engaged by, or on behalf of, either:

- a) a Star Entity; or
- b) a Legal Practitioner,

to provide document processing and storage services for the purposes of, or in connection with, the Proceedings, but does not include a person who is employed by, or contracted to, a Document Services Provider.

Exempt Person means any of the following:

- a) Star Sydney;
- b) Star Queensland;
- c) TSEG;
- d) a Law Practice.

Law Practice means a law practice as defined in the *Legal Profession Uniform Law (NSW) 2014* which is engaged by, or on behalf of, a Star Entity for the purposes of, or in connection with, the Proceedings.

Legal Practitioner means a person who is:

- a) a legal practitioner (howsoever described) engaged by, or on behalf of, a Star Entity; or
- b) employed by, or contracted to:
 - i. a person described in paragraph (a); or
 - ii. a Law Practice,

for the purposes of, or in connection with, the Proceedings.

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