

**THE GAMBLING (GAMING AND BETTING) CONTROL ACT, 2021**

**THE GAMBLING (GAMING AND BETTING) CONTROL  
(AMUSEMENT MACHINE CONTROLS)  
REGULATIONS, 2024**

	<b>PART I PRELIMINARY</b>
Citation	<b>1.</b> These Regulations may be cited as the Gambling (Gaming and Betting) Control (Amusement Machine Controls) Regulations, 2024.
Interpretation	<b>2.</b> In these Regulations-
Act No. 8 of 2021	<p>“Act” means the Gambling (Gaming and Betting) Control Act, 2021;</p> <p>“amusement gaming equipment” includes amusement machines, gaming terminals, associated equipment and major components or parts;</p> <p>“amusement gaming operation” means the conducting of amusement gaming and all related activities;</p> <p>“associated amusement gaming equipment” includes ticket payout systems and validation procedures, wireless, promotional and bonus systems, kiosks, gaming-related peripherals, hardware, software related systems, and other gaming devices and equipment placed for compliance with the laws, regulations, and requirements;</p> <p>“distributor” means a licensee that holds licences pursuant to Section 30(2) (f) and 30(2)(g) of the Act;</p> <p>“major components or parts” include, but are not limited to, components or parts that comprise the inner workings and peripherals of an amusement</p>

	<p>gaming terminal, the devices hardware, software, human interface devices, interface ports, power supply, ticket payout system, bill validator, printer and any component that affects or could affect the result of a game played on the device;</p> <p>“manufacturer” means an individual, partnership, corporation or limited liability company that is licensed under the Act and that manufactures or assembles amusement machines;</p> <p>“net revenue” means the money inserted into, monies worth added and credits to an amusement machine minus payouts to players;</p> <p>“payout device” means a device, approved by the Commission, and provided by a distributor, that issues tickets dispensed by an amusement machine in exchange for credits accumulated on an amusement machine which will be redeemed for cash;</p> <p>“use agreement” refers to a contractual agreement between a Gaming Machine Operator and the holder of a Gaming Lounge Licence establishing the terms and conditions for placement and operation of amusement machines.</p>
	<p><b>PART II</b></p> <p><b>LICENSING REQUIREMENTS</b></p>
<p>Ongoing reporting obligations</p>	<p><b>3.</b> The holder of a Gaming Operator’s Licence relating to the operation of amusement machines shall report to the Commission within twenty business days-</p> <p>(a) Any fact, event, occurrence, matter, or action that may affect the conduct of amusement gaming or the business and financial arrangements incidental to the conduct of amusement gaming, or the ability to conduct the activities for which the licensee is licensed;</p>



	<b>PART III</b> <b>AMUSEMENT MACHINE MANUFACTURERS AND</b> <b>DISTRIBUTORS</b>
	<p><b>5.</b> (1) A Licensed Gaming Machine Manufacturer and a Gaming Machine Distributor shall-</p> <p>(a) ensure amusement gaming terminals and associated amusement gaming equipment manufactured, sold, leased marketed, imported, or placed in Trinidad and Tobago comply with any requirements of the Act and technical standards, adopted by the Commission;</p> <p>(b) ensure any amusement gaming terminal shall be in accordance with technical standards, adopted by the Commission;</p> <p>(c) maintain and provide an inventory of associated amusement gaming equipment for licensed amusement gaming terminals for use in Trinidad and Tobago to ensure the timely repair and continued, approved operation and play of those amusement gaming terminals; and</p> <p>(d) promptly notify all Gaming Operators and Gaming Machine Operators with whom the licensed manufacturer does business if any manufacturer's hardware or software used in the operation of amusement gaming terminals is revoked under any circumstances.</p>
	<b>PART IV</b> <b>OBLIGATIONS OF LICENSEES</b>
Obligations	<p><b>6.</b> A licensed Gaming Machine Operator who leases a gaming machine for use in premises including gaming lounges,</p> <p>(a) assume the primary responsibility for the operation and maintenance of amusement gaming terminals which is subject to a use agreement and for payment of tax remittance to the Commission as required by the Act;</p>

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|  | <ul style="list-style-type: none"><li>(b) maintain and provide a sufficient inventory of associated amusement gaming equipment to ensure the timely repair and continued, approved operation and play of the amusement gaming terminals he operates;</li><li>(c) ensure the timely repair and continued, approved operation and play of the amusement gaming terminals he operates;</li><li>(d) assume responsibility for the payment of valid receipt tickets issued by amusement gaming terminals he operates;</li><li>(e) assume responsibility for terminal and associated amusement gaming equipment malfunctions, including any claim for the payment of credits arising from malfunctions;</li><li>(f) promptly notify the Commission of electronic or mechanical malfunctions or problems experienced in a terminal that affect the integrity of terminal play;</li><li>(g) extend no form of deferred payment for amusement gaming terminal play in which an individual receives something of value now and agrees to repay the lender in the future for the purpose of wagering at an amusement gaming terminal;</li><li>(h) maintain a single bank account for all licensed amusement gaming locations with which it contracts for deposit of aggregate revenues generated from the play of amusement gaming terminals and allow for electronic fund transfers for tax payments; and</li><li>(i) offer or provide nothing of value to any licensed amusement gaming location or any agent or representative of any licensed amusement gaming location as an incentive or inducement to locate, keep or maintain amusement gaming terminals at the licensed amusement gaming location.</li></ul> |
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Use agreements

7. In addition to all other terms and provisions as may be agreed, a Use Agreement must be in writing, and include which party shall:
- (a) have the primary responsibility for the operation and maintenance of amusement terminals and associated equipment, and for payment of all taxes arising from the operation of the amusement machines;
  - (b) maintain and provide, either directly or through a licensed manufacturer, distributor, licensed technician, an inventory of associated amusement gaming equipment to ensure the timely repair and continued, approved operation and play of the amusement gaming terminals he operates;
  - (c) ensure the timely repair and continued, approved operation and play of the amusement gaming terminals it operates;
  - (d) assume responsibility for the payment of valid receipt tickets issued by amusement gaming terminals he operates;
  - (e) maintain at all times an approved method of payout for valid receipt tickets and pay all valid receipt tickets;
  - (f) assume responsibility for terminal and associated amusement gaming equipment malfunctions, including any claim for the payment of credits arising from malfunctions;
  - (g) have the responsibility for promptly notifying the Commission of electronic or mechanical malfunctions or problems experienced in a terminal that affect the integrity of terminal play;
  - (h) respond to service calls within a reasonable time from the time of notification by the amusement gaming location;
  - (i) immediately remove all amusement gaming terminals from the restricted area of play-

	<ul style="list-style-type: none"> <li>(i) upon order of the Commission or an agent of the Commission, or</li> <li>(ii) that have been out of service or otherwise inoperable for more than seventy-two hours;</li> </ul> <p>(j) provide the Commission on a monthly basis a current list of amusement gaming terminals acquired for use in Trinidad and Tobago;</p> <p>(k) provide the Commission on a monthly basis a current list of operational amusement gaming terminals in Trinidad and Tobago-</p> <ul style="list-style-type: none"> <li>(i) total net terminal income;</li> <li>(ii) total amount wagered; and</li> <li>(iii) other factors the Commission deems relevant to the evaluation of the total play of the gaming industry;</li> </ul> <p>(l) not install, remove, or relocate any amusement gaming terminal without prior notification and approval of the Commission;</p>
<p>Obligations of Gaming Machine Operator</p>	<p><b>8.</b> A Gaming Machine Operator who provides amusement gaming terminals and associated equipment to licensed amusement gaming locations shall-</p> <p>(a) maintain a single bank account for all licensed amusement gaming locations with which it contracts for deposit of aggregate revenues generated from the play of amusement gaming terminals and allow for electronic fund transfers for statutory payments;</p> <p>(b) immediately remove all leased amusement gaming terminals from the restricted area of play:</p> <ul style="list-style-type: none"> <li>(i) upon order of the Commission or an agent of the Commission, or</li> <li>(ii) that have been out of service or otherwise inoperable for more than seventy-two hours;</li> </ul> <p>(c) provide the Commission on a monthly basis-</p> <ul style="list-style-type: none"> <li>(i) a current list of amusement gaming devices acquired for use in</li> </ul>

	<p>Trinidad and Tobago;</p> <ul style="list-style-type: none"> <li>(ii) a list of all amusement gaming devices operative in Trinidad and Tobago;</li> <li>(iii) a statement of total net terminal income;</li> <li>(iv) total amount wagered, with respect to amusement gaming devices he controls; and</li> <li>(v) any other information requested by the Commission.</li> </ul> <p>(d) not install, remove or relocate any amusement gaming terminal without prior notification to the Commission;</p> <p>(e) provide to the Commission a copy of any use agreement within five (5) business days upon execution thereof;</p> <p>(f) maintain an amusement gaming terminal access log for each leased amusement gaming device, which must be kept inside the device at all times, documenting all access to the amusement gaming terminal such log shall be formatted to provide the time and date of access, the persons who had access, the license number where applicable and the nature of the service or repair made during the access; and</p> <p>(g) ensure the service or repair of any leased amusement gaming terminals at licensed amusement gaming locations is conducted only by licensed technicians.</p>
	<p><b>9.</b> A licensed Technical Operator shall-</p> <ul style="list-style-type: none"> <li>(a) promptly notify the Commission of electronic or mechanical malfunctions or problems experienced in a terminal that affect the integrity of terminal play;</li> <li>(b) promptly notify the Commission of any unauthorised or illegal amusement gaming location or any amusement gaming terminal that is operating in violation of the Act;</li> </ul>

	<p>(c) ensure that every amusement gaming terminal is licensed by the Commission before any service, maintenance or repair is performed;</p> <p>(d) comply with all specifications and technical requirements issued by the Commission;</p> <p>(e) carry and display identification issued by the Commission when working on amusement gaming terminals and associated amusement gaming equipment;</p> <p>(f) for each amusement gaming terminal accessed by a licensed terminal handler, record in each amusement gaming terminal access log the time and date of access, the person, and his or her license number, who had access, and the nature of the service or repair made during the access;</p> <p>(g) pay a fee of seventy-five dollars to the Commission for any necessary replacement of identification;</p> <p>(h) return identification to the Commission upon resignation or termination of employment; and</p> <p>(i) not play any amusement gaming terminal for recreational purposes that is serviced by the holder of the Technical Operators Licence.</p>
<p>Obligations of Gaming Operators</p>	<p><b>10.</b> The licensed Gaming Operator shall:</p> <p>(a) provide a secure premises for the placement, operation and play of amusement gaming devices and associated equipment;</p> <p>(b) permit no one to tamper with or interfere with the approved operation of any amusement gaming device or associated equipment;</p>

- (c) accept nothing of value from any amusement devices provider or operator or any agent or representative of any amusement devices provider or operator as an incentive or inducement to locate, keep or maintain amusement gaming devices at the licensed amusement gaming location that is not disclosed in writing in the relevant user agreement;
- (d) remove all amusement gaming device terminals from the restricted area of play:
  - (i) immediately upon order of the Commission; or
  - (ii) that have been out of service or otherwise inoperable for more than ninety-six hours;
- (e) ensure that amusement gaming devices and equipment are placed and remain in a designated, approved location;
- (f) prevent access to or play of amusement gaming devices by persons who are under the age of eighteen years;
- (g) not commit offences in breach of the laws of Trinidad and Tobago concerning the sale, dispensing or consumption on premises of alcoholic beverages that results in suspension or revocation of any liquor license held by or associated with a licensed amusement gaming location;
- (h) maintain at all times an approved method of payout for valid receipt tickets and redeem for cash each valid receipt ticket dispensed by an amusement gaming device that is within its redemption period;
- (i) extend no form of deferred payment for amusement gaming device play in which player receives credits or cash for the purpose of wagering and agrees to repay the lender in the future;
- (j) if amusement gaming devices are provided subject to a use agreement, promptly report to the device provider all malfunctions of amusement

	<p>gaming devices or equipment and all out-of-service devices or equipment;</p> <p>(k) promptly report to the device provider, and advise the Commission, of amusement gaming devices, which subject to a use agreement, any unlawful or unwarranted entry onto the property or into the licensed amusement gaming location involving or affecting play, mechanism or contents of amusement gaming devices, redemption devices, or connected equipment;</p> <p>(l) install, post and display signs as required by the Commission, including signs indicating that amusement gaming terminal play is limited to persons at least eighteen years;</p> <p>(m) exercise control over the licensed amusement gaming location; and</p> <p>(n) allow maintenance or service of amusement gaming terminals and associated amusement gaming equipment only by licensed technicians.\</p>
	<p><b>PART V</b></p> <p><b>LOCATION AND PLACEMENT OF AMUSEMENT GAMING TERMINALS</b></p>
Restricted Area	<p><b>11.</b> (1) All amusement gaming terminals must be located in an area restricted to persons at least eighteen years.</p> <p>(2) Any licensed amusement gaming location that allows a person under the age of eighteen years to enter premises where amusement gaming terminals are located shall separate any amusement gaming terminals from the area accessible by minors.</p> <p>(3) No barrier shall visually obscure the entrance to gaming is from an employee of the licensed amusement gaming location.</p>

	<p>(4) The owner, manager or employee of the licensed amusement gaming terminal area must be within the view of at least one owner, manager, or employee.</p>
	<p style="text-align: center;"><b>PART VI</b></p> <p style="text-align: center;"><b>PAYOUT DEVICES AND REQUIREMENTS</b></p>
<p>Approvals</p>	<p><b>12.</b> (1) Each licensed amusement gaming location at which amusement gaming terminals are available shall have a payout device that complies with any technical standards approved by the Commission.</p> <p>(2) A licensed amusement gaming location shall only use a payout device that has received prior written approval by the Commission.</p> <p>(3) Any replacement, programming changes or upgrades to an approved payout device must have the prior written approval of the Commission.</p> <p>(4) A player seeking to redeem a ticket dispensed by an amusement gaming terminal for cash may-</p> <p style="padding-left: 20px;">(a) submit the ticket for full payment directly to a payout device; or</p> <p style="padding-left: 20px;">(b) submit the ticket for full payment to an authorised employee of the licensed amusement gaming location.</p> <p>(5) if an amusement gaming terminal or payout device has malfunctioned or is otherwise inoperable and unable to produce a ticket or of the payout from an employee of the licensed amusement gaming location or an employee of the licensed terminal provider.</p> <p>(6) All credit notes must be accounted for by the licensed terminal provider and licensed amusement gaming operator.</p> <p>(7) All amusement payout devices shall have tickets marked with the name of the holder of the operating licence.</p>

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|  | <p>(8) A terminal provider may sell or otherwise transfer a payout device to another terminal provider only with prior written approval of the Commission.</p> <p>(9) If a licensed amusement gaming location changes terminal provider providers, or changes ticket payout systems, such that unredeemed tickets issued under the previous terminal provider or ticket payout system are no longer redeemable by the new ticket payout device at the licensed amusement gaming location, the licensed amusement gaming location shall provide a facility to pay the patrons for the tickets issued under the previous terminal provider.</p> <p>(10) If a licensed amusement gaming location closes or ceases doing business, ceases its amusement gaming operation, change's locations has the relevant gaming license or liquor license suspended or revoked or is otherwise unavailable or inaccessible for patrons to redeem unredeemed tickets for more than ten consecutive days, the licensed amusement gaming location shall-</p> <ul style="list-style-type: none"><li>(a) place a sign prominently at the location (so long as the amusement gaming location licensee still has possession or control of the location) no less than sixty by thirty centimeters that reasonably informs patrons of the name and phone number of the terminal provider from which patrons can seek payment for unredeemed tickets; and</li><li>(b) prominently post a notice on any internet site, newspaper or social media outlet under its operation or control that reasonably informs patrons of the name and phone number of the terminal provider from which patrons can seek payment for unredeemed tickets.</li></ul> <p>(11) When patrons cannot redeem outstanding tickets of a terminal provider at the amusement gaming location from which they were issued because of the reasons referred to in sub-regulation (9) or (10), the terminal</p> |
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	<p>provider shall promptly maintain and secure a list or database of all issued and unredeemed tickets from the amusement gaming location.</p> <p>(12) The list or database shall be maintained for no less than one year.</p>
	<p><b>PART VII</b></p> <p><b>REGISTRATION, PLACEMENT AND DESTRUCTION OF</b></p> <p><b>AMUSEMENT GAMING TERMINALS</b></p>
	<p><b>13.</b> (1) A licensed amusement gaming machine manufacturer, supplier or distributor importing amusement gaming equipment into Trinidad and Tobago shall provide the following information to the Commission not less than fourteen calendar days.</p>
Approved locations	<p><b>14.</b> Persons licensed pursuant to the Act may repair, service or maintain, amusement gaming equipment and associated gaming equipment only at locations approved by the Commission.</p>
Identification tags	<p><b>15.</b> (1) Every licensed person who possesses any amusement gaming equipment shall ensure a registration tag issued by the Commission is securely affixed on each terminal.</p> <p>(2) The Commission may request entry to any property relating to a licensed amusement gaming location or any location where amusement gaming terminals are stored, sold, distributed, or transported, to inspect any device tags.</p>
Disposal	<p><b>16.</b> (1) An amusement gaming terminal shall be disposed of only with the Commission's prior approval.</p> <p>(2) Any person seeking to dispose of an amusement gaming terminal shall notify the Commission in writing on forms to be provided by the Commission prior to disposal and provide the following information:</p> <p>(a) the full name, address, and Commission license number of the person seeking to dispose of the amusement gaming terminal;</p>

