

## Dividend Reinvestment Plan Rules

The Star Entertainment Group Limited  
(ACN 149 629 023)

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## 1. Definitions

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In these Rules, unless the context otherwise requires:

**1H20 Interim Dividend** has the meaning given in clause 3.2(b).

**ASX** means ASX Limited (ABN 98 008 624 691) or the financial market known as 'ASX' operated by it, as the context requires.

**Board** means the board of directors of the Company.

**Business Day** has the meaning given to it in the Listing Rules.

**Company** means The Star Entertainment Group Limited (ACN 149 629 023).

**Constitution** means the constitution of the Company, as amended from time to time.

**DRP** means the Dividend Reinvestment Plan established under these Rules, as amended from time to time.

**Holding** means a registered holding of Shares in respect of a Shareholder.

**Listing Rules** means the official listing rules of ASX, as amended from time to time.

**Notice of Election** has the meaning given to it in clause 3.

**Notice of Variation** means a notice to increase or decrease the number of a Participant's Plan Shares, or to terminate participation in the DRP, in the form that the Board from time to time approves.

**Participant** means a Shareholder some or all of whose Shares are participating in the DRP.

**Plan Shares** means the Shares comprised in a particular Holding which are designated (subject to these Rules) by a Participant as Shares the dividend on which is to be applied in subscribing for or acquiring Shares under the DRP.

**Price** means the price per Share at which Shares will be issued or transferred under the DRP, as calculated in accordance with clause 5.

**Record Date** has the meaning given to it in the Listing Rules.

**Rules** means the rules of the DRP, as amended from time to time.

**Share Registry** means MUFG Corporate Markets (AU) Limited or any other share registry that maintains the share register of the Company.

**Shares** means fully paid ordinary shares in the capital of the Company.

**Shareholder** means a registered holder of Shares.

**Trading Day** means, for the purpose of clause 5.5, a full day on which the ASX and/or the Chi-X automated trading systems (as relevant) is open for trading and the Shares are quoted, and not suspended from quotation or made subject to a trading halt.

## **2. Participation in the DRP**

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- 2.1 Participation in the DRP is subject to these Rules.
- 2.2 Participation is optional and open to each Shareholder unless excluded under these Rules.
- 2.3 A Shareholder who is subject to the laws of a country or place other than Australia may not participate in the DRP unless the Board, in its absolute discretion, is satisfied that such participation will not constitute a breach of the laws of that country or place, whether or not that Shareholder has received an invitation to participate in the DRP or has completed a Notice of Election.
- 2.4 The Board may on any occasion determine that the right to participate in the DRP is not available to a Shareholder having a registered address or being resident in a country or place where, in the absence of a prospectus, disclosure document, registration statement or other prerequisite, the offer of a right of election, or participation, would or might be unlawful.
- 2.5 If, in the reasonable opinion of the Board, the issue of Shares under the DRP to, or the acquisition of Shares under the DRP by, a Participant or the holding of those Shares by a Participant may breach a provision of the Constitution or be contrary to the law of any country or place, may prejudice the effective operation of the DRP or is otherwise in the sole opinion of the Board undesirable or impractical, the Board may:
- (a) decline to issue or transfer those Shares;
  - (b) reduce the issue or transfer of those Shares on a proportionate basis; or
  - (c) reduce or suspend the participation of that Participant in the DRP.
- 2.6 The Board may, in its discretion, refuse to permit any Shareholder to participate in the DRP where that Shareholder elects to participate in respect of a number of Shares which is less than 100 or such other number as the Board may determine.

## **3. Application to participate**

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- 3.1 Application to participate in the DRP must be made:
- (a) on the form prescribed by the Board from time to time, appropriately completed and executed by the Shareholder; or
  - (b) by way of an election to participate in the DRP, appropriately completed and successfully submitted electronically in a manner acceptable to the Share Registry (for Shareholders who hold Shares with a market value of less than \$50,000 or such other amount determined by the Board);
- (collectively referred to as a **Notice of Election**).
- 3.2 Upon receipt by the Share Registry of a Notice of Election (whether in paper format or electronically), that Shareholder's participation in the DRP will, subject to these Rules, commence from:
- (a) (if the Notice of Election is received by the Share Registry no later than the Business Day immediately following the Record Date for determining entitlements

to payment of a dividend in respect of Shares) subject to clause 3.2(b), that Record Date; or

- (b) (if the Notice of Election relates to, and the Shareholder is otherwise entitled to receive in accordance with the Constitution, the interim dividend announced by the Company in respect of the half year ended 31 December 2019 ("**1H20 Interim Dividend**") and is received by the Share Registry no later than 15 May 2020) the Record Date for the 1H20 Interim Dividend,

or otherwise,

- (c) the next Record Date for determining entitlements to payment of a dividend in respect of Shares.

#### **4. Degree of participation**

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- 4.1 Participation in the DRP may be either full or partial. A Shareholder must (subject to clause 4.4) specify in the Notice of Election the extent to which the Shareholder wishes to participate in the DRP.
- 4.2 Under full participation, all Shares registered from time to time in the Participant's name, including Shares issued or transferred under the DRP, will be subject to the DRP.
- 4.3 Under partial participation, only that number of Shares as specified in the Notice of Election by the Shareholder will be subject to the DRP. However, if at the relevant Record Date the number of Shares held by the Participant is less than the specified number of Shares, then the provisions of the DRP in respect of that dividend payment will apply to the lesser number of Shares. Where a Shareholder is a partial Participant, all Shares subsequently acquired by the Shareholder, whether under the DRP or otherwise, will only participate in the DRP to the extent that the Shareholder alters the participation level in accordance with clause 10.
- 4.4 If a Notice of Election does not indicate the level of participation in the DRP, it will be deemed to be an application for full participation.
- 4.5 If a Notice of Election or Notice of Variation purports to nominate a Holding for both full participation and partial participation at the same time, the Notice of Election or Notice of Variation will be invalid and of no effect whatsoever.
- 4.6 Subject to clauses 4.4 and 4.5, the Board may in its absolute discretion:
  - (a) determine that an improperly completed Notice of Election or Notice of Variation is invalid and ineffective, and return the Notice of Election or Notice of Variation to the relevant Shareholder; or
  - (b) correct any error in, or omission from, a Notice of Election or Notice of Variation.

#### **5. Operation of the DRP**

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- 5.1 Each dividend which is payable to a Participant in respect of Plan Shares and which is available for payment to the Participant will be applied by the Company on the Participant's behalf in subscribing for or acquiring additional Shares.

- 5.2 The Board in its absolute discretion will determine with respect to the operation of the DRP for any dividend whether to issue new Shares or to cause the transfer of Shares to a Participant, or to apply a combination of both options, to satisfy the obligations of the Company under these Rules.
- 5.3 If the Board determines to cause the transfer of Shares to Participants, the Shares may be acquired in the market in such manner as the Board considers appropriate.
- 5.4 The Company will establish and maintain a DRP account for each Participant. The Company will, in respect of each dividend payable to a Participant:
- (a) determine the amount of the dividend payable in respect of the Plan Shares;
  - (b) determine the withholding payments (if any) deductible by the Company in respect of the dividend payable in respect of the Plan Shares, and any other sum the Company is entitled or required to retain in respect of the Plan Shares;
  - (c) credit the amount in clause 5.4(a) and debit any amount in clause 5.4(b) to the Participant's DRP account;
  - (d) determine the maximum whole number of additional Shares which may be acquired under the DRP at the Price by using the amount in the Participant's DRP account;
  - (e) on behalf and in the name of the Participant, subscribe for or cause the transfer of that number of additional Shares determined under clause 5.4(d) and debit the Participant's DRP account with the total of the subscription price or the acquisition amount (as the case may be) for the additional Shares;
  - (f) issue the additional Shares to the Participant (if applicable), and add the number of Shares issued or transferred to the total number of Shares comprised in the relevant Holding; and
  - (g) retain in the Participant's DRP account, without interest, any cash balance remaining.
- 5.5 The Shares will be issued or transferred under the DRP at the Price, which will be the arithmetic average (rounded to the nearest cent) of the daily volume weighted average market price of all Shares sold in the ordinary course of trading on the ASX and/or the Chi-X automated trading systems (as the Board determines in its discretion) during:
- (a) subject to clause 5.5(b), the ten day period starting on (and including) the fourth Trading Day after the Record Date in respect of the relevant dividend and ending on (and including) the thirteenth Trading Day after that Record Date, less any discount (not exceeding 5%) determined by the Board from time to time; or
  - (b) in respect of the 1H20 Interim Dividend only, the period starting on (and including) 28 May 2020 and ending on (and including) 25 June 2020, less any discount (not exceeding 5%) determined by the Board.
- 5.6 The daily volume weighted average market price referred to above (including decisions as to whether any sale of Shares was in the ordinary course of trading) will be calculated by the Board, or another suitable person nominated by the Board, by reference to information

the Board approves from time to time. The determination of the Price by the Board or some other person nominated by the Board will be binding on all Participants.

- 5.7 Except as set out in these Rules, as required by law or as determined by the Board, neither a Participant's DRP account nor any amount credited to it is transferrable.

## **6. Shares issued under the DRP**

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- 6.1 Shares issued under the DRP will be issued in accordance with the Listing Rules and, from the date of issue, will rank equally in all respects with existing Shares.
- 6.2 Shares issued under the DRP will be issued on, or as soon as practicable after, the relevant dividend payment date (as may be amended or varied by the Board from time to time in its absolute discretion) and will be registered on the register where the Participant's holding of Shares is currently registered. If the Participant holds Shares on more than one register (one of which is the Company's principal share register), the Shares issued under the DRP will be registered on the principal share register unless and until the Participant requests otherwise.

## **7. DRP statements**

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On, or as soon as practicable after, each dividend payment date, the Company will send to each Participant a statement setting out:

- (a) the number of the Participant's Plan Shares as at the relevant Record Date;
- (b) the amount of dividend payable to the Participant (less any amounts referred to in clause 5.4(b)) in respect of the Participant's Plan Shares;
- (c) the amount in the Participant's DRP account immediately prior to the payment of the relevant dividend;
- (d) the number of Shares issued or transferred to the Participant under the DRP and the Price of those Shares;
- (e) the cash balance (if any) retained in the Participant's DRP account after deduction of the amount payable on subscription for, or acquisition of, the additional Shares; and
- (f) the number of Shares comprised in the Holding after issue and/or transfer.

## **8. Stock exchange listing**

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The Company will apply for Shares issued under the DRP to be listed for quotation on the official list of ASX as soon as practicable after the date of issue.

## **9. Costs to Participants**

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No brokerage, commission or other transaction costs will be payable by Participants in respect of Shares issued or transferred under the DRP and no stamp duty or other duties

will be payable under present law in respect of Shares issued or transferred under the DRP.

## **10. Variation or termination of participation**

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10.1 Subject to clause 13, a Participant may at any time give a Notice of Variation to the Share Registry:

- (a) to increase or decrease the number of the Participant's Shares participating in the DRP; or
- (b) to terminate the Participant's participation in the DRP.

Other than in respect of a Notice of Variation in respect of the 1H20 Interim Dividend in which case the alteration or termination will take effect from the Record Date for the 1H20 Interim Dividend provided the Notice of Variation is received by the Company by the date specified in clause 3.2(b), the alteration or termination takes effect from the next Record Date for determining entitlements to payment of a dividend in respect of Shares.

10.2 Subject to clause 10.3, if a Participant increases the level of participation in the DRP to full participation, all of the Participant's Shares as at the date of the Notice of Variation and all Shares subsequently acquired by the Participant (including Shares issued or transferred under the DRP) will participate in the DRP.

10.3 If a Participant increases the level of participation in the DRP to full participation in respect of the 1H20 Interim Dividend, all of the Participant's Shares as at the Record Date for the 1H20 Interim Dividend will participate in the DRP in respect of the 1H20 Interim Dividend. All Shares acquired by the Participant after the Record Date for the 1H20 Interim Dividend will not participate the DRP in respect of the 1H20 Interim Dividend.

10.4 Subject to clause 10.5, if a Participant increases or decreases the level of participation in the DRP to a level below full participation, only that number of Shares specified in the Notice of Variation will participate in the DRP and no Shares subsequently acquired by the Participant (including shares issued or transferred under the DRP) will participate in the DRP.

10.5 If a Participant increases or decreases the level of participation in the DRP to a level below full participation in respect of the 1H20 Interim Dividend, only that number of Shares specified in the Notice of Variation held as at the Record Date for the 1H20 Interim Dividend (or respective proportion thereof, as applicable) will participate in the DRP in respect of the 1H20 Interim Dividend.

10.6 If a Participant dies, participation in the DRP will be terminated upon receipt by the Company of written notice of the death. If a Participant is declared bankrupt or is wound up, participation in the DRP will be terminated upon receipt by the Company of a notification of bankruptcy or winding up from the Participant or the Participant's trustee in bankruptcy or liquidator, as the case may be. The death, bankruptcy or winding up of one or more joint holders will not automatically terminate participation.



10.7 Upon termination of participation in the DRP for whatever reason:

- (a) the Company will forward, unless otherwise directed, to the Participant or the Participant's legal representative a statement of the Participant's DRP account made as at the date of termination; and
- (b) the cash balance (if any) remaining in the Participant's DRP account as at the date of termination is forfeited and will not be returned to the Participant; and
- (c) the Participant is taken to have directed the Company to donate on behalf of the Participant, any cash balance remaining in the Participant's DRP account to one or more charities nominated by the Company from time to time.

Participants will not be issued with a receipt in connection with any donation made under clause 10.7(c).

## **11. Reduction or termination of participation where no notice is given**

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- 11.1 Where all of a Participant's Shares are subject to the DRP and the Participant disposes of some of those Shares then, unless the Participant advises the Company otherwise, the remaining Shares held by the Participant will continue to participate in the DRP.
- 11.2 Where some of a Participant's Shares are subject to the DRP and the Participant disposes of part of that Holding, then unless the Participant advises the Company otherwise, the Shares disposed of will, to the extent possible, be deemed to be Shares other than Plan Shares. If the number of Shares disposed of exceeds the number of the Participant's Shares which are not Plan Shares, the disposal will be deemed to include all of the Participant's Shares which are not Plan Shares, and the balance of the Shares disposed of will be attributed to Plan Shares.
- 11.3 Where a Participant disposes of all Shares without giving the Company notice of termination of participation, the Participant will be deemed to have terminated participation in the DRP on the last date on which the Company registered a transfer or instrument of disposal of the Participant's Holding.

## **12. Variation, suspension and termination**

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- 12.1 The DRP may be varied, suspended or terminated by the Board at any time. The variation, suspension or termination will take effect upon the date specified by the Board.
- 12.2 The Board may give notice of any such variation, suspension or termination as it considers appropriate (including, without limitation, by way of public announcement lodged with ASX). A variation, suspension or termination of the DRP will not be invalidated by an accidental omission to give notice of the variation, suspension or termination to a Shareholder or the non-receipt of any notice by any Shareholder and will not give rise to any liability on the part of, or right of action against, the Board or the Company.
- 12.3 Any suspension of the DRP will continue until such time as the Board resolves either to recommence or terminate the DRP. If the DRP is recommenced then elections as to participation in respect of the previously suspended DRP will be valid and have full force and effect in accordance with these Rules for the purposes of the recommenced DRP.

- 12.4 In the event of termination of the DRP, the Company will forward to each Participant a statement of the Participant's DRP account as at the date of termination.

### **13. Application and notices**

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- 13.1 Applications and notices to the Company must be:
- (a) in writing, in such form prescribed by the Company from time to time (or in such other form as the Board may accept) and sent to such address as specified by the Company from time to time; or
  - (b) if the Shareholder holds Shares with a market value of less than \$50,000 (or such other amount determined by the Board), submitted through the electronic platform provided for this purpose by the Share Registry.
- 13.2 Applications and notices will be effective upon receipt by the Company or the Share Registry (as appropriate) subject to:
- (a) these Rules;
  - (b) in the case of applications to participate, acceptance by the Company; and
  - (c) receipt by the Company or the Share Registry (as appropriate):
    - (i) subject to clause 13.2(c)(ii), no later than the Business Day immediately following the relevant Record Date for determining entitlements to dividends; or
    - (ii) in respect of the 1H20 Interim Dividend only, by 15 May 2020.

Other than in respect of the 1H20 Interim Dividend, applications or notices received later than the Business Day immediately following the relevant Record Date will not be effective in respect of that dividend payment but will be effective from the next relevant Record Date.

### **14. General**

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- 14.1 The DRP will commence on the date determined by the Board.
- 14.2 Each Holding which a Shareholder has from time to time will be regarded as separate for the purposes of the DRP and the DRP will operate as if each such Holding were held by a separate person, unless the Board determines otherwise. Consequently, a separate Notice of Election must be delivered to the Company in relation to each Holding which a Shareholder wishes to nominate for full or partial DRP participation, and the Shareholder will be treated as a separate Participant in respect of each Holding nominated for participation (and a reference to Shares held or acquired by, or issued or transferred to, a Shareholder or Participant is a reference to Shares held, acquired, issued or transferred in respect or on account of the relevant Holding).
- 14.3 Any dividend payable on Shares which a Participant has nominated as participating in the DRP and which dividend the Company is entitled to retain as a result of a charge in favour of the Company in accordance with the Constitution or other requirement of law will not be available for the purpose of participating in the DRP.

- 14.4 These Rules will be binding upon each Participant and each person who applies to become a Participant.
- 14.5 Subject to the Constitution, the Board may implement the DRP in the manner as the Board thinks fit, and may settle any difficulty which may arise either generally or in a particular case in connection with the DRP as the Board thinks fit. Without prejudice to the general powers of the Board under the Constitution and these Rules, the Board may settle in the manner as the Board thinks fit any difficulty, anomaly or dispute which may arise in connection with, or by reason of, the operation of the DRP, whether generally or in relation to any Shareholder or Holding or any Share or Shares and the determination of the Board will be conclusive and binding on all Shareholders and other persons to whom the determination relates.
- 14.6 Neither the Company nor any officer of the Company will be liable or responsible to any Participant for any actual or alleged loss or disadvantage (including with respect to tax) suffered or incurred by a Participant as a result, directly or indirectly, of the establishment or operation of the DRP or participation in the DRP or in relation to any advice given with respect to participation in the DRP.
- 14.7 The DRP, its operation and these Rules will be governed by and construed in accordance with the laws of the State of New South Wales, Australia. In the event of any inconsistency between these Rules and the Listing Rules, the Listing Rules will prevail.

## **15. Representations, agreements and acknowledgements**

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By applying to participate in the Plan in accordance with clause 3, a Shareholder:

- (a) warrants that, to the best of the Shareholder's knowledge, the Shareholder is eligible to participate in the DRP in accordance with clause 2;
- (b) authorises the Company (and its officers and agents) to correct any error in, or omission from, the Shareholder's Notice of Election or any Notice of Variation;
- (c) acknowledges that the Company may at any time irrevocably determine that the Shareholder's Notice of Election or Notice of Variation is valid, in accordance with these Rules, even if the relevant notice is incomplete, contains errors or is otherwise defective;
- (d) acknowledges that the Company may reject a Notice of Election or Notice of Variation in the circumstances specified in these Rules;
- (e) consents to the establishment of a DRP account on the Shareholder's behalf;
- (f) consents to any cash balance remaining in the account as referred to in clause 5.4(g) to be retained in that account (rather than being paid) as contemplated by these Rules;
- (g) consents to any cash balance remaining in the account as referred to in clause 5.4(g) to be donated to one or more charities nominated by the Company from time to time, in the circumstances set out in clause 10.7;

- (h) agrees that, where the Board determines to procure the transfer of existing Shares to the Shareholder under the DRP, the Company may appoint, on behalf of the Shareholder, a stockbroker or other person nominated by the Company as the Shareholder's agent to acquire Shares in the market (and for the avoidance of doubt, the Shareholder agrees to the Company or the person nominated by the Company taking all steps required to register the Shares in the Shareholder's name, including the execution of any transfers required);
- (i) acknowledges that the Company may arrange for the DRP to be fully or partially underwritten in respect of any one or more of the dividends payable by it;
- (j) acknowledges that the Company and the Share Registry have not provided the Shareholder with any investment advice or financial product advice and that neither the Company nor any stockbroker or other person described in clause 15(h) is obliged to provide such advice to a Shareholder;
- (k) appoints the Company as the Shareholder's agent to receive any notices, including any Financial Services Guide (and any update of such document), that any stockbroker or other person described in clause 15(h) is required to provide under the *Corporations Act 2001* (Cth); and
- (l) unconditionally agrees to these Rules and agrees not to do any act or thing which would be contrary to the spirit, intention or purpose of the DRP or these Rules;

in each case, at all times until termination of the DRP or the Shareholder's participation in the DRP.