

Loyalty Membership Terms

North Ballarat Sports Club

1. ACCEPTANCE OF MEMBERSHIP TERMS

- 1.1 These are the Membership Terms applicable to your membership of the Program. They are important and should be read carefully by you. When you make an application you provide us with certain information. It is your ongoing responsibility to inform us of any changes in the information you have given us. We rely on this information being true, correct and not misleading. If the information is untrue, incorrect or misleading in any material way we may cancel or suspend your participation in the Program.
- 1.2 By signing the membership application you agree to be bound by these Membership Terms and your membership is conditional upon your compliance with these Membership Terms.
- 1.3 The Membership Terms govern all aspects of your transactions with us under the Program and you represent to us that you have read, understood and accept that you will be bound by the these Membership Terms.
- 1.4 It is your responsibility to ensure that all details submitted with your application to become a member of the Program are correct, complete and accurate at all times, and not misleading or likely to mislead. You must promptly notify us of all changes. In order to effect some changes, you may be required to complete a change of details form made available by us. You acknowledge that we rely on this information provided by you to, amongst other things, administer the Program and offer Reward's.

2 MEMBERSHIP

- 2.1 You must be:
 - (a) over 18 years old;
 - (b) an Australian resident;
 - (c) not an Excluded Person;
 - (d) have an active Card;
 - (e) comply at all times with these Membership Terms to be a member of the Program.
- 2.2 Only one membership of the Program per person is permitted. Your Card is only operative at the Venue.
- 2.3 Unless authorised by us (in our absolute discretion), directors, employees, agents, contractors and advisors of us are ineligible to become members.

3 CARDS

- 3.1 Only one Card will be issued per person and is personal to you.
- 3.2 You must not permit another person to use your Card and must not disclose any of your membership details including any security details to another person. It is your responsibility to protect your Card and take precautions against loss, theft or any unauthorised use. We do not accept any responsibility for misuse of lost or stolen Cards. You must immediately advise us if your Card is lost or stolen.
- 3.3 If you lose your Card we may issue a replacement Card for which you may be charged a fee.
- 3.4 We reserve the right at any time to require a person using a Card to provide identification to verify that such person is entitled to use that Card.

4 POINTS

- 4.1 You will earn Points by visiting the Venue and using the Card :
 - (a) when making a purchase within the Venue through a point of sale terminal that is connected to our loyalty system; or
 - (b) in conjunction with playing a Gaming Machine, in the amount(s) advised from time to time at the Venue.
- 4.2 It is your responsibility to ensure that Points are actually registered when you use your Card at the Venue. If you become aware that the Card is not accumulating Points, you should inform staff at the Venue.
- 4.3 Your membership (including all Points and Rewards earned) are not transferrable to any person.
- 4.4 Points cannot be exchanged for cash or purchased.
- 4.5 We reserve the right to adjust the number of Points that you have accumulated where any such Points have been obtained as a result of any system malfunction, error, misrepresentation or misuse of the Card.
- 4.6 Unless otherwise specified by us, Points will automatically expire on December 31st each year.

5 REWARDS

- 5.1 Points that you have accrued through your membership to the Program can be exchanged for Rewards.
- 5.2 If you do not have enough Points to obtain a particular Reward, you will not be able to claim that Reward.
- 5.3 We may change the number of Points required for any Reward at any time.
- 5.4 Rewards are subject to change and availability and may be subject to certain conditions. We reserve the right to accept or reject, upon reasonable grounds, any request to receive a Reward without providing any reason to you.
- 5.5 Subject to the Australian Consumer Law:
 - (a) Rewards cannot be returned or exchanged, or refunded for Points; and
 - (b) we do not make any warranties or representations to you in connection with any Rewards and expressly disclaim all liability for all claims with respect to type, quality and standards of Rewards and your use of the Rewards.
- 5.6 Points cannot be used as credits on Gaming Machines.

6 PROMOTIONS

- 6.1 From time to time you may be invited to participate in Promotions which will be subject to certain terms and conditions which will prevail over these Membership Terms to the extent of any inconsistency between them.

6.2 Subject to the Australian Consumer Law, we do not make any warranties or representations to you in connection with any promotions (or any Prize awarded under any promotions) and expressly disclaim all liability for claims with respect to type, quality and standards of those promotions and prizes.

7 PLAYER ACTIVITY STATEMENTS

7.1 If you use your Card at the Venue in conjunction with playing a Gaming Machine, you will earn Points from playing that Gaming Machine and we will provide you with Player Activity Statements which you agree to receive.

7.2 We will send you a Player Activity Statement by email or mail at least once a year, unless you have elected to collect your Player Activity Statement at the Venue.

7.3 If you have elected to collect your Player Activity Statement at the Venue, we will within 7 days after your Player Activity Statement is prepared, notify you by SMS that your Player Activity Statement is available for collection at the Venue (**PAS Notice**).

7.4 If you do not collect your Player Activity Statement within one (1) month of the date of the PAS Notice, your membership to the Program will be automatically suspended until you collect the Player Activity Statement.

7.5 If you do not collect your Player Activity Statement within three (3) months of the date of the PAS Notice, your membership in the Program will terminate and any Points you have accumulated will automatically be forfeited.

7.6 We will notify you in writing if your membership has been terminated or suspended.

7.7 Additional copies of your Player Activity Statement can be obtained from us for which a fee of up to \$20.00 for each additional Player Activity Statement may be charged by us.

8 SETTING TIME AND LOSS LIMITS

8.1 As part of the Program at the Venue, you can at any time set a limit on the:

- (a) amount of time that you play Gaming Machines (Time Limit);
- (b) your net loss from playing Gaming Machines (24 Loss Limit)

in any 24 hour period, and

- (c) your net loss from playing Gaming Machines in any year (Annual Loss Limit)

at the Venue (**Limit Notice**).

8.2 You can change your Time Limit, 24 Loss Limit or Annual Loss Limit (**Revised Limit**) at any time at the Venue.

8.3 If the New Limit is an increase to the existing Time Limit, 24 Loss Limit or Annual Loss Limit, the New Limit will take effect at the time determined by us (which will be at least 24 hours after the New Limit Notice is received by us).

8.4 You are not permitted to continue playing Gaming Machines as part of the Program and you will not accrue any Points for playing Gaming Machines when your Time Limit, 24 Loss Limit or Annual Loss Limit is reached.

9 GAMING MACHINE ADVERTISING

9.1 If you do not opt out from receiving Gaming Machine Advertising, you agree that:

- (a) you have requested, in writing, to receive Gaming Machine Advertising;
- (b) we may from time to time send you Gaming Machine Advertising.

9.2 If at any time you do not want to receive Gaming Machine Advertising, you must advise us in writing.

10 TERMINATION BY YOU

10.1 You may terminate your membership at any time by giving us notice in writing and returning your Card to the Venue (**Cancellation Notice**).

10.2 On receipt of a Cancellation Notice, we will cancel your membership and any Points and Rewards that you have accrued but which have not been redeemed at the time of cancellation will be immediately forfeited.

11 TERMINATION AND SUSPENSION OF MEMBERSHIP BY US

11.1 We may suspend your membership to investigate your membership and the use of your Card if we become aware or reasonably believe that your membership has been misused, subject to unauthorised use, or that you may not be gambling responsibly and/or are directed by a government authority to do so. We will notify you of such suspension.

11.2 We may immediately terminate your membership of the Program if we determine, acting reasonably that you:

- (a) are in breach of the Membership Terms or any procedures, policies or rules imposed by us;
- (b) are or become an Excluded Person;
- (c) may not be gambling responsibly;
- (d) misuse your Card or have used the Card of another person; and /or
- (e) behave in a manner which we consider to be dishonest, offensive, disruptive, intimidating, illegal and/or improper.

11.3 If your membership is cancelled pursuant to clause 12.2:

- (a) we will notify you of the cancellation;
- (b) any Points and Rewards you have accumulated will automatically be forfeited (unless we determine otherwise);
- (c) you will not be eligible to receive any benefits offered under the Program; and
- (d) you must immediately return your Card to us.

12 TERMINATION OF THE PROGRAM BY US

12.1 We reserve the right to terminate the Program in whole or in part or suspend it for any period of any reason by giving notice to you.

12.2 You acknowledge and agree that we make no representation or warranty that the Program will continue to be available for any period of time.

12.3 If we terminate or suspend the Program pursuant to clause 12.1 you will have thirty (30) days from the date of our notice to redeem all Points and Rewards. Points and Rewards that are not redeemed by this time will be forfeited.

13 PRIVACY

13.1 We collect information about you from your application for registration and from your transactions at the Venue as a member of the Program. This information may include your name, contact details, date of birth, identification details and details relating to your transactions as a member of the Program. We collect this information for the purpose of assessing and processing applications for registration, for the administration of your membership, complying with our obligations under the Membership Terms and pursuant to relevant laws and for winners and for future marketing purposes, including direct mail or electronic communication of promotional marketing.

13.2 By becoming a member you:

- (a) agree and authorise us to access, collect and use the personal information collected about you and disclose personal information about you, to our contractors and agents (which may include disclosure to financial institutions, lawyers, auditors, IT service providers, mail service providers, marketing service providers, product suppliers, market research companies, selling agents) and gaming and other regulators, for the purposes of (i) your membership; (ii) providing you with information about our products and services and (iii) Gaming Machine Advertising;
- (b) consent to us contacting you by email, SMS or other means of electronic communication to provide you with notices and information about upcoming events, promotions, new products and services or other similar opportunities including Rewards and Promotions. Each time we contact you with direct marketing, we will provide you with the opportunity to opt-out from receipt of direct marketing activities and we will promptly act on your request to opt-out. If you do not wish to receive these communications, you can opt-out of any or all of them at any time; and
- (c) agree that your personal information will be collected, used and disclosed in accordance with the Membership Terms and our privacy policy (if any)

13.3 You will usually be entitled to gain access to information which we hold about you, except in certain circumstances specified by legislation. We may charge a fee for our reasonable costs in providing you with access to your personal information.

13.4 You must notify us if you do not wish to receive marketing materials (including Gaming Machine Advertising) or be contacted in relation to Promotions or Offers or do not want to be contacted using a particular method (e.g. phone, email or SMS).

13.5 If you receive any communication from us that you have asked not to receive, you must immediately inform us.

13.6 This section survives termination of your membership with us.

14 GENERAL

14.1 Except to the extent that liability cannot be limited or excluded under the Australian Consumer Law, membership of the program is at your own risk and you release us of from liability to you whatsoever (whether in contract, tort or otherwise) for any loss or damage suffered by you as a result of your membership of the program or as a result of your use or attempted use or reliance on any information, service or facility provided to you as a member of the program, save to the extent that such loss or damage arises from our wilful misconduct (or that of any of our officers or employees).

14.2 Where we are required to give you a notice under the Membership Terms, we may do so by making the information available:

- (a) at the Venue including via the Kiosk at the Venue (taken to be received by you at the time we give it);
- (b) by mail (taken to be received by you on the day after posting); or
- (c) by email, SMS or other form of electronic communication (taken to be received when the communication is sent).

14.3 Decisions made by us in relation to membership and/or the administration of the Program are final and no correspondence will be entered into.

14.4 If any part of the Membership Terms is at any time illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from the Membership Terms and the remainder of the Membership Terms will continue to have full force and effect.

14.5 These Membership Terms and the operation of the Program are governed by the laws of the state of Victoria.

14.6 We may assign our rights and obligations under these Membership Terms upon giving you 30 days' notice.

14.7 The laws of Victoria govern the Membership Terms. Each of us submits to the jurisdiction of the courts of the State of Victoria

15 CHANGES TO THE PROGRAM AND RULES

15.1 We may vary any of the Membership Terms by getting your consent or complying with this section. If we reasonably consider that any change to the Membership Terms is likely to benefit you or be of immaterial detriment to you, we can make the change immediately and do not need to notify you. We will notify you of any other change to these Membership Terms at least 30 days prior to the change occurring. If you consider that any change to the Membership Terms is detrimental to you, you may terminate your membership without any fees or charges, and we will pay to you any prizes which are be outstanding.

16 DEFINITIONS

In these Membership Terms:

Act means the Gambling Regulation Act 2003 (Vic) as amended from time to time.

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Card means the card validly issued to you in relation to you membership of the Program and upon which Points which you accrue are recorded.

Excluded Persons means any person who has voluntarily excluded himself or herself from a gaming machine area (as that term is defined in the Act) under a self-exclusion program.

Gaming Machine has the meaning given to that term in the Act.

Gaming Machine Advertising means any form of advertising that contains any information, term, expression, symbol or other thing associated with Gaming Machines.

Kiosk means the kiosk situated at the Venue which accept the Card.

Player Activity Statement means an activity statement produced in accordance with the requirements of the Act that provides you with information about your membership of the Program and relating to occasions where you have used your Card while playing Gaming Machines.

Points means points awarded by us to you when you visit the Venue and use the Card at a Kiosk, various point of sale locations at the venue or in conjunction with the playing of Gaming Machines

Prize means a prize, consisting of money, goods Points or some other benefit, awarded by us to you as part of a Promotion.

Program means the membership loyalty program operated by us at the Venue which is governed in accordance with these Membership Terms.

Promotion means a promotion which is conducted at the Venue.

Rewards means benefits, facilities, goods and services and arrangements (excluding gaming machine products and services) which may, from time to time, be offered or provided to you by us in exchange for Points that you earn at the Venue, in accordance with these Membership Terms.

Membership Terms means these terms and conditions and any amendments, additions or replacements made there to from time to time by us.

Venue means [North Ballarat Sports Club] at which the Venue Operator carries on business.

Venue Operator means [Cameron Vallance] as the operator of the Venue.

"You" and "your" means you, the member of the Program.

"we", "us" and "our" means the Venue Operator.