

# Schedule 1      BALLARAT LEAGUES CLUB LOYALTY PROGRAM

## DETAILS OF LOYALTY PROGRAM

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<b>Item 1</b>	Venue	Ballarat Leagues Club of 52 Humffray Street, Ballarat Victoria 3350.
<b>Item 2</b>	Venue Operator	Ballarat Football League Social Club Inc 50 139 753 108 of PO Box 1457 Ballarat Mail Centre, Ballarat Mail Centre Private Boxes Victoria 3354.
<b>Item 3</b>	Website	<a href="http://www.ballaratleaguesclub.com.au">www.ballaratleaguesclub.com.au</a>
<b>Item 4</b>	The basis and rate upon which you may earn Points  (clause 6.6 of Member Rules)	one (1) Point per five (5) dollars of turnover on Gaming Machines at the Venue and one (1) Point per one (1) dollars spend at the Venue.
<b>Item 5</b>	Expiry of Points  (clause 6.9 of the Member Rules)	Points will expire twelve (12) months from the date they are earned.

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# Member Rules

## 1 Acceptance of Rules

1.1 These Rules apply to your membership of the Program which is operated at the Venue by the Venue Operator.

1.2 By becoming a member of the Program, using your Member Card or using or accessing any of the benefits arising from the Program you unconditionally and irrevocably acknowledge and agree:

- a. that you have read and understood these Rules;
- b. that you will comply with and be bound by these Rules;
- c. that your Personal Information will be dealt with in accordance with clause 18 of these Rules; and
- d. to comply with and be bound by the Venue Rules.

1.3 You acknowledge that you have read and understood these Rules.

## 2 Membership

2.1 The Program is provided and administered by the Venue Operator. Certain services relating to the Program may be provided by PVS.

2.2 You must be at least 18 years old and an Australian resident to join the Program. You may be asked at any time to produce valid identification acceptable to the Venue Operator to evidence your eligibility to join the Program.

2.3 If you do not qualify or are unable to produce evidence acceptable to the Venue Operator, the Venue Operator will immediately reject your membership application or cancel your existing membership (if any) and you agree that any Points and Rewards that you may have accrued will be immediately forfeited.

2.4 Excluded Persons are ineligible to join the Program. The membership of any person who is or becomes an Excluded Person will be automatically terminated and any Points and Rewards accrued by that person will be forfeited.

2.5 You agree and acknowledge that if you become an Excluded Person while you hold a membership to the Program, you must immediately inform the Venue Operator.

2.6 To apply for membership of the Program, you must:

- a. complete and sign the Program membership application form;
- b. agree to these Rules; and

c. activate your Member Card at the Kiosk or with the assistance of the Venue's staff.

2.7 You warrant in favour of the Venue Operator that all information that you provide on your Program membership application form is true and correct.

2.8 The Venue Operator has the right to refuse your application for membership in its sole and absolute discretion and without providing you with any reason.

2.9 Only one membership per person is permitted at the Venue. Your Member Card is only operative at the Venue.

2.10 Unless authorised by the Venue Operator (in its absolute discretion), Associated Persons of the Venue Operator and PVS are ineligible to join the Program. If you are a member of the Program and you subsequently become an Associated Person of the Venue Operator or PVS, your membership will be automatically terminated and any Points and Rewards you have accrued will be immediately forfeited without compensation to you.

2.11 You agree that you will not attempt to obtain membership of the Program or transact using your membership or your Member Card whilst you are intoxicated and you understand that you are fully liable for your actions and all activity regarding your membership while you are intoxicated.

2.12 You must not:

- a. allow a person under the age of 18 to use your Member Card or to enjoy any benefits available to you under your membership; and
- b. disclose any of your membership details, including your security details and your PIN to any person under the age of 18.

## 3 Notices

3.1 An electronic communication from either the Venue Operator or PVS will satisfy any requirement for a written communication including for a written notice under these Rules unless otherwise stated. For the avoidance of doubt, for the purpose of these Rules, and electronic communication includes a communication with you via the Kiosk.

3.2 An email sent to you by the Venue Operator will be taken to be received by you on the next business day after it was sent, provided the Venue Operator has sent it to the most current email address provided by you. An email that you send to the Venue Operator will be taken to be received by the Venue Operator on the next business day after you send it, provided you

- send it to the most current email address provided by the Venue Operator.
- 3.3 It is your responsibility to ensure that your contact details, including your email address is current at all times. The Venue Operator takes no responsibility for delays or non-receipt of information if you do not keep your contact information up to date.
- 3.4 You will notify the Venue Operator in writing of any change of email address and postal address as soon as possible. The Venue Operator may require any reasonable written proof necessary to verify the change.
- 4 Member Cards**
- 4.1 Only one Member Card will be issued per person. A Member Card issued to you is personal to you. Member Cards remain the property of the Venue Operator (even when it is in your possession) and must be returned to the Venue Operator on demand.
- 4.2 It is your responsibility to protect your Member Card and take precautions against loss, theft or any unauthorised use. The Venue Operator does not accept any responsibility for misuse of lost or stolen Member Cards. You must immediately report to the Venue Operator any Member Card that is lost or stolen.
- 4.3 You must present identification acceptable to the Venue Operator to receive a replacement Member Card and you may be charged a fee for a replacement Member Card. The Venue Operator reserves the right to cancel your membership if you claim an excessive number (in the Venue Operator's sole opinion) of lost, stolen or damaged Member Cards.
- 4.4 The Venue Operator reserves the right at any time to require a person using a Member Card to provide valid identification to verify that that person is entitled to use that Member Card.
- 4.5 Your Member Card can be used to:
- set a Time Limit in accordance with clause 12.2;
  - set a Loss Limit in accordance with clause 13.2;
  - otherwise track your gaming machine play; and
  - link to a registered player account and can be used as a casual player card.
- 5 PIN**
- 5.1 You must use your Member Card (and may be required to enter a PIN) in order to be able to access your Program membership via a Kiosk.
- 5.2 You must not disclose your PIN for your Member Card to any other person for any purpose whatsoever.
- 5.3 The Venue Operator will not be liable for any unauthorised use, redemption of Points or any other entitlement as a result of your Member Card being lost or stolen or if your PIN becomes known to another person.
- 6 Points**
- 6.1 You may earn Points by visiting the Venue and Swiping your Member Card or when making a purchase at certain point of sale locations within the Venue.
- 6.2 If you Swipe your Member Card on a Gaming Machine at the Venue prior to or at the time of playing that Gaming Machine, you will earn Points from playing that Gaming Machine. You will earn Points based on your spend on that Gaming Machine and as calculated in accordance with clause 6.6. If you do not wish to earn Points from playing Gaming Machines at the Venue, you should not Swipe your Member Card at Gaming Machines at the Venue when you play those Gaming Machines
- 6.3 If you earn Points from playing Gaming Machines at the Venue, Points will only be credited to your Member Card in respect of whole dollar bets placed on Gaming Machines.
- 6.4 It is your responsibility to ensure that Points are actually registered when you Swipe your Member Card at the Kiosk, at point of sale locations at the Venue or at Gaming Machines within the Venue. If you become aware that the Kiosk is not working, you should inform Venue staff.
- 6.5 Your membership (including all Points and Rewards earned through your membership) is personal to you. Your membership and benefits associated with being a member of the Program (including Points and Rewards earned through your membership) are not transferrable to anyone else, including in the event of your death. Points are not exchangeable for cash.
- 6.6 Unless otherwise determined by the Venue Operator acting in its sole and absolute discretion, the basis and the rate upon which you may earn Points is set out in item 4 of the cover page to these Rules. The Venue Operator will notify you prior to changing the basis and the rate upon which you earn Points.
- 6.7 The Venue Operator may, in its sole and absolute discretion and on terms and conditions determined by the Venue Operator, from time to time introduce additional means of earning Points, including vouchers and other special offers.
- 6.8 The Venue Operator reserves the right to adjust the number of Points that you have accumulated where any such Points have been accumulated as a result of any malfunction, Venue Operator fault or mistake, misrepresentation, where there has been misuse or the Venue Operator reasonably suspects that there has been misuse of your Member Card or as a result of any other impropriety.
- 6.9 Unless otherwise specified by the Venue Operator, Points will automatically expire within the time period specified in item 5 of the cover page to these Rules.
- 6.10 Subject to clause 6.8, any notice issued by the Venue Operator (whether via the Kiosk,

- Gaming Machine in the Venue, Player Activity Statement or otherwise) regarding the number of Points accrued to you will be final and conclusive.
- 7 Gaming Machine Advertising**
- 7.1 If when you apply for your membership to the Program, you do not opt out to receive Gaming Machine Advertising, you agree that:
- a. you have requested, in writing, to receive Gaming Machine Advertising from the Venue Operator and from PVS; and
  - b. the Venue Operator and PVS may from time to time send you Gaming Machine Advertising.
- 7.2 If you have not opted out to receive Gaming Machine Advertising and at any time while you are a Member of the Program, you no longer wish to receive Gaming Machine Advertising, you must advise the Venue Operator and PVS in writing.
- 8 Rewards**
- 8.1 Points that you have accrued through your membership to the Program can be exchanged for available Rewards offered by the Venue Operator.
- 8.2 If you do not have enough Points to obtain a particular Reward, you will not be able to claim that Reward. Additional Points cannot be purchased.
- 8.3 The Venue Operator will determine the number of Points required to redeem for any Reward and may change the number of Points required to redeem for any Reward at any time without notice to you.
- 8.4 Rewards are subject to change and availability and may be subject to certain conditions. The Venue Operator reserves the right, in its sole and absolute discretion, to accept or reject upon reasonable grounds any request to receive a Reward without providing any reason to you.
- 8.5 Subject to the consumer guarantees set out in Division 1 of Part 3-2 of C of the Australian Consumer Law and except to the extent otherwise required by law:
- a. Rewards cannot be returned or exchanged, or refunded for Points; and
  - b. the Venue Operator does not make any warranties or representations to you in connection with any Rewards and expressly disclaims all liability for all Claims (including Claims for Consequential Loss) with respect to type, quality and standards of Rewards and your use of the Rewards.
- 8.6 Rewards will not comprise any gaming products or services and Points cannot be used as credit on Gaming Machines.
- 9 Promotions**
- 9.1 From time to time, you may be invited to participate in Promotions at the Venue. Participation in these Promotions may be subject to certain terms and conditions. Terms and conditions applicable to a Promotion will prevail over these Rules to the extent of any inconsistency between them.
- 9.2 Subject to the consumer guarantees set out in Division 1 of Part 3-2 of C of the Australian Consumer Law and to the extent otherwise permitted by law, neither the Venue Operator nor PVS make any warranties or representations to you in connection with any Promotions (or any Prizes awarded under any Promotions) and expressly disclaims all liability for Claims (including Claims for Consequential Loss) with respect to type, quality and standard of those Promotions and Prizes.
- 10 Offers**
- 10.1 Your membership of the Program may from time to time give you an opportunity to access Offers.
- 10.2 You acknowledge and agree that Offers are not offered or provided by the Venue Operator and that, subject to the Australian Consumer Law and to the extent otherwise permitted by law, the Venue Operator has no liability whatsoever to you in relation to Offers, even if:
- a. branding for the Program is used in connection with Offers; and
  - b. you access Offers via the Kiosk, via the Website or via any other materials provided to you by the Venue Operator.
- 10.3 You acknowledge that Offers may be subject to terms and conditions of the third party provider of that third party Offer and may be withdrawn at any time.
- 10.4 Offers may require a payment of a fee to the third party provider of the relevant third party Offer and this may require entry of your credit card details into the Kiosk for this purpose. If you choose to take up the third party Offer you acknowledge and agree that you enter your credit card details in the Kiosk at your own risk.
- 11 Player Activity Statements**
- 11.1 If you elect to earn Points from playing Gaming Machines at the Venue by Swiping your Member Card at the relevant Gaming Machine, you acknowledge and agree that:
- a. clauses 11.2 - 11.8 of these Rules apply to your membership to the Program; and
  - b. you agree to receive Player Activity Statements.
- 11.2 The Venue Operator is responsible for issuing you with your Player Activity Statements.
- 11.3 At least once a year, the Venue Operator will send you a Player Activity Statement by email unless you have elected (on your membership application form or if have notified the Venue Operator by notice in writing) to collect your

- Player Activity Statement from the Venue (**Collection Option**).
- 11.4 If you have elected to receive your Player Activity Statement by the Collection Option, the Venue Operator will within 7 days after your Player Activity Statement is prepared, notify you by email that your Player Activity Statement is available for collection from the Venue (**Collection Notice**).
- 11.5 If you do not collect your Player Activity Statement within one (1) month of the date of the Collection Notice, your membership to the Program will be automatically suspended until you collect the Player Activity Statement or until your membership in the Program is terminated in accordance with clause 11.6 (whichever is the first to occur) (**Suspension Event**).
- 11.6 If you do not collect your Player Activity Statement within three (3) months of the date of the Collection Notice, your membership in the Program will automatically terminate and any Points you have accumulated will automatically be forfeited (**Termination Event**).
- 11.7 The Venue Operator will notify you in writing if a Suspension Event or a Termination Event occurs.
- 11.8 Additional copies of your Player Activity Statement can be obtained from the Venue Operator on written request. The Venue Operator may in its sole discretion charge a fee not exceeding \$20.00 for each additional Player Activity Statement.
- 12 Setting Time Limits**
- 12.1 If you elect to earn Points from playing Gaming Machines at the Venue by Swiping your Member Card at the relevant Gaming Machine, you acknowledge and agree that clauses 12.2 - 12.5 (both clauses inclusive) of these Rules apply to your membership to the Program.
- 12.2 At any time you can set a limit on the amount of time, in any 24 hour period determined by the Venue Operator, that you play Gaming Machines at the Venue to earn Points (**Time Limit**) by giving written notice to the Venue Operator (**Time Limit Notice**).
- 12.3 You can change the Time Limit (**Revised Time Limit**) at any time by giving the Venue Operator written notice of your revised Time Limit (**Revised Time Limit Notice**).
- 12.4 If the Revised Time Limit is an increase to the existing Time Limit, the Revised Time Limit Notice will not take effect until the time determined by the Venue Operator (which will be at least 24 hours after the Revised Time Limit Notice is received by the Venue Operator).
- 12.5 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 or any Revised Time Limit is reached.
- 13 Setting Loss Limits**
- 13.1 If you elect to earn Points from playing Gaming Machines at the Venue by Swiping your Member Card at the relevant Gaming Machine, you acknowledge and agree that clauses 13.2 - 13.7 (both clauses inclusive) of these Rules apply to your membership to the Program.
- 13.2 You can set a limit on:
- your net loss when playing Gaming Machines as part of the Program in any 24 hour period determined by the Venue Operator (**Loss Limit**) by giving written notice to the Venue Operator (**Loss Limit Notice**); and
  - your net loss when playing Gaming Machines as part of the Program in any year determined by the Venue Operator (**Yearly Loss Limit**) by giving written notice to the Venue Operator (**Yearly Loss Limit Notice**).
- 13.3 You can change the Net Loss Limit (**New Loss Limit**) at any time by giving the Venue Operator written notice of your revised Loss Limit (**Revised Loss Limit Notice**).
- 13.4 If the New Loss Limit is an increase to the existing Loss Limit, the Revised Loss Limit Notice will not take effect until the time determined by the Venue Operator (which will be at least 24 hours after the Revised Loss Limit Notice is received by the Venue Operator).
- 13.5 You can change the Yearly Net Loss Limit (**New Yearly Loss Limit**) at any time by giving the Venue Operator written notice of your revised Yearly Loss Limit (**Revised Yearly Loss Limit Notice**).
- 13.6 If the Revised Yearly Loss Limit is an increase of the existing Yearly Loss Limit, the Revised Yearly Loss Limit Notice will not take effect until the time determined by the Venue Operator (which will be at least 24 hours after the Revised Yearly Loss Limit Notice is received by the Venue Operator).
- 13.7 You are not permitted to continue playing Gaming Machines as part of the Program and will not accrue any Points for playing Gaming Machines when your Loss Limit, New Loss Limit, Yearly Loss Limit or New Yearly Loss Limit is reached.
- 14 Termination by you**
- 14.1 At least once each year, the Venue Operator will send you a notice in writing informing you of your right to terminate your membership of the Program.
- 14.2 You may terminate your membership of the Program at any time by giving the Venue Operator notice in writing and returning your Member Card to the Venue (**Opt Out Notice**).
- 14.3 On receipt of an Opt Out Notice, the Venue Operator will immediately 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.
- 15 **Termination and suspension of membership by the Venue Operator**
- 15.1 The Venue Operator may suspend your membership in the Program to investigate your membership and the use of your Member Card if the Venue Operator becomes aware or reasonably believes that your membership has errors, has been misused, has been subject to unauthorised use, that you may not be gambling responsibly and/or is directed by a government authority to do so. The Venue Operator will notify you in writing of such suspension.
- 15.2 The Venue Operator may at its sole discretion immediately terminate your membership of the Program if it determines, acting reasonably that:
- you are in breach of the Rules, the Venue Rules or any procedures, policies or rules imposed by the Venue Operator;
  - you are or become an Excluded Person;
  - you may not be gambling responsibly;
  - you do not comply with the terms and conditions relating to any Third Party Offer or Promotion;
  - you misuse your Member Card or have used the Member Card of another person; and/or
  - you behave in a manner which the Venue Operator (in its sole discretion) considers to be dishonest, offensive, disruptive, intimidating, illegal and/or improper.
- 15.3 If your membership is cancelled pursuant to clause 15.2:
- the Venue Operator will notify you of the cancellation in writing;
  - any Points and Rewards you have accumulated will automatically be forfeited (unless the Venue Operator determines otherwise);
  - you will not be eligible to receive any benefits offered under the Program; and
  - you must immediately return your Member Card to the Venue Operator.
- 15.4 If you die, your membership will be automatically cancelled and your Points will be deemed to be immediately forfeited.
- 16 **Termination of the Program by the Venue Operator**
- 16.1 The Venue Operator reserves the right to, at any time and from time to time, terminate the Program in whole or in part or suspend it for any period for any reason by giving thirty (30) days' notice to you on the Website or on the Kiosk.
- 16.2 You acknowledge and agree that the Venue Operator makes no representation or warranty that the Program will continue to be available for any period of time.
- 16.3 If the Venue Operator terminates or suspends the Program pursuant to clause 16.1 you will have thirty (30) days from the date of the Venue Operator's notice to redeem all Points and Rewards. Points and Rewards that are not redeemed after this time will be forfeited.
- 17 **Consequences of Suspension or Termination**
- 17.1 If your membership in the Program is terminated for any reason:
- all benefits associated with the Program whether they have accrued or not will lapse; and
  - notwithstanding any other provisions in these Rules, you will not receive any marketing or promotional materials in relation to Gaming Machines (including Gaming Machine Advertising) and gaming products and services from the date your membership in the Program is cancelled.
- 17.2 If your membership in the Program is terminated for any reason and you subsequently become eligible to re-join the Program, you must complete a new membership application form.
- 17.3 Notwithstanding any other provisions in these Rules, if your membership in the Program is suspended for any reason you will not receive any marketing or promotional materials in relation to Gaming Machines (including Gaming Machine Advertising) and gaming products and services during the period of suspension.
- 17.4 You agree that the Venue Operator and PVS will not be liable for any loss or damage whatsoever (including Consequential Loss) which you or anyone else may suffer as a result of any termination or suspension of your membership in the Program.
- 18 **Privacy**
- 18.1 You agree that your Personal Information will be collected, used and disclosed in accordance with following documents (and to the extent of any inconsistency between them, in accordance with the order of precedence below):
- these Rules;
  - the privacy policy of PVS, available to view at [www.pvsoz.com.au](http://www.pvsoz.com.au); and
  - the privacy policy of the Venue Operator (if any).
- 18.2 You authorise the Venue Operator to disclose your Personal Information to PVS and PVS's

- Associated Persons to allow PVS to provide certain services to you as part of the Program.
- 18.3 Subject to clause 18.8, you authorise the Venue Operator, PVS and each of their Associated Persons to collect, hold, use, transfer and disclose your Personal Information to third parties in connection with the following purposes:
- a. administration of the Program;
  - b. to allow you set any limits on your Gaming Machine play in accordance with clauses 12 or 13 and to issue you with Player Activity Statements;
  - c. the redemption of Points and the provision of Rewards;
  - d. promoting, advertising and marketing of Promotions to you (including by means of email, SMS, post, telephone calls or in-person presentation);
  - e. promoting, advertising and marketing by third parties of Offers to you (by means of email, SMS, post, telephone calls or in-person presentation);
  - f. promoting, advertising and marketing any of the products and services of PVS or any of its Related Bodies Corporate (including gaming and gaming machine advertising and promotional material provided by means of email, SMS, post, telephone calls or in-person presentation);
  - g. improving customer service by means of research, marketing, service or product development or planning;
  - h. analysing your use of goods and services provided by the Venue Operator, PVS and third parties;
  - i. compliance by the Venue Operator or PVS with any law; and
  - j. compliance by the Venue Operator or PVS with any lawful request of a law enforcement agency or government authority; and
  - k. any other purpose specified in the privacy policy of PVS or the Venue Operator,
- (together, the **Permitted Purposes**).
- 18.4 By agreeing to these Rules, you unconditionally and irrevocably acknowledge and agree that you have been provided with a copy of a joint collection notice by PVS and the Venue Operator and that you consent to the collection, use and disclosure of your personal information on the terms described in that collection notice.
- 18.5 The privacy and collection practices of entities to whom we disclose personal information are governed by their own privacy policies and collection notices.
- 18.6 If you send either the Venue Operator or PVS a written request, they will, to the extent that they are required to do so by law, provide you with access to or allow you to correct, your Personal Information. You may contact the Venue Operator at the Venue or PVS in accordance with the details set out in the privacy policy referred to in clause 18.1 above regarding your Personal Information.
- 18.7 Subject to clause 18.9, you authorise any person who provides services in relation to a Permitted Purpose to collect, use and disclose to third parties your Personal Information to the extent they consider the collection, use and disclosure to be reasonably necessary for any Permitted Purpose.
- 18.8 You must notify the Venue Operator 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) by , or by writing to the Venue Operator.
- 18.9 If you receive any communication from the Venue Operator that you have asked not to receive under clause 18.8, you must immediately inform the Venue Operator who will use reasonable endeavours to prevent such unauthorised communication re-occurring.
- 19 Information Access**
- 19.1 At any time while you are a member of the Program you may access the information held by the Venue Operator in relation to your existing or any prior membership of the Program. The Venue Operator may in its sole discretion charge a fee not exceeding \$20.00 for providing you with such access.
- 19.2 You must produce valid identification acceptable to the Venue Operator to evidence your current or prior membership of the Program before the Venue Operator will grant you access to information held by the Venue Operator in relation to your existing or any prior membership of the Program. Unless required by law and other than for a Permitted Purpose, the Venue Operator will not allow a third party to access any information that it holds in relation to your membership of the Program on your behalf.
- 19.3 You acknowledge and agree that the Venue Operator or PVS may provide information about the Program (other than your Personal Information) to any person or body for research purposes if it is directed to do so by any government authority.
- 20 General**
- 20.1 Subject to consumer guarantees set out in Division 1 of Part 3-2 of Schedule C of the Australian Consumer Law and to the extent otherwise permitted by law:
- a. without limiting any other provision of these Rules, you agree to release and forever discharge the Venue Operator,

- PVS and each of their Associated Persons from any Claim arising in connection with the Program, Promotions, Prizes, Points, Rewards and Offers, including (without limitation) Claims that relate to any errors or admissions (including negligence) in representations, information, publications or advertisements directly or indirectly pertaining to the Program, Promotions, Prizes, Points, Rewards or Offers;
- b. all express and implied warranties (whether statutory or otherwise) relating in any way to the subject matter of these Rules (including, without limitation, in connection with the operation of the Program, Promotions, Prizes, Points and Rewards and any goods or services obtained by you in respect of Offers) are excluded by the Venue Operator;
  - c. the Venue Operator has no liability for any Claim by or against you, directly or indirectly, in connection with your membership of the Program, Promotions entered into, Prizes won, Points received, Rewards redeemed or your use of Offers and you release and discharge, and continue to release and discharge, the Venue Operator from any and all liability for any such Claim; and
  - d. the Venue Operator will use reasonable endeavours to transmit notices and other relevant information to you whether via the Kiosk, the Website or by other means, but the Venue Operator will not be liable to you for any failure to do so. Although reasonable efforts will be made to ensure that information provided to you is correct, the Venue Operator will not be liable to you as a result of any inaccuracy contained in the Program, the Rules and any notices or information.
- 20.2 Decisions made by the Venue Operator in relation to membership and/or the administration of the Program are final and no correspondence will be entered into.
  - 20.3 Any tax assessment or other government charge or liability or reporting requirement in relation to your participation in the Program, Promotions, receipt of Prizes, the receipt or redemption of Points or the receipt of any Rewards is your sole responsibility.
  - 20.4 If any part of the Rules 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 Rules and the remainder of the Rules will continue to have full force and effect.
  - 20.5 These Rules and the operation of the Program are governed by the laws of the state of Victoria.

## 21 Changes to the Program and Rules

- 21.1 The Venue Operator reserves the right to, at any time and without prior notice to you, make changes to the Program and the policies and procedures concerning the manner in which Points and Rewards are earned and redeemed.
- 21.2 The Venue Operator may, at any time and after fourteen (14) days' notice by public notice displayed at the Venue or on the Website, change these Rules. It is your responsibility to ensure that you are up to date with these Rules.
- 21.3 A copy of the current Rules may be obtained from the Venue, via the Kiosk or at the Website. You acknowledge that if there is any inconsistency between the Rules obtained from these sources, the Rules on the Website will take priority.

## 22 Definitions

In these Rules:

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

**Associated Persons** means the directors, employees (whether full-time, part-time or casual), Related Bodies Corporate, agents, contractors, advisors and owners of PVS and the Venue Operator, respectively, (as is applicable).

**Australian Consumer Law** has the meaning given to that term in the *Competition and Consumer Act 2010* (Cth).

**Claim** means any loss, cost, claim, liability, demand or damage.

**Consequential Loss** means loss of use, loss of production, loss of profit, loss of revenue, loss of earnings, loss of goodwill, loss of anticipated saving, financing costs, or any other consequential loss or damage not described in this definition.

**Excluded Person** 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 kiosks situated at the Venue which accept the Member Card.

**Member Card** means the Member Card validly issued by the Venue Operator to you in relation to your membership of the Program at the Venue and upon which Points which you accrue are recorded (and includes any temporary Member Card(s) issued to you).

**Permitted Purposes** means the purposes specified in clause 18.3



**Personal Information** means any information or opinion (irrespective of the medium in which this is stored or kept) about you, whether true or not, from which your identity can be reasonably be ascertained, including without limitation:

- a. details in relation to your patronage of the Venue;
- b. details in relation to any loss limits or time limits you set on your game play and your Player Activity Statements;
- c. details in relation to Points that you have accrued;
- d. details in relation to requests you have made for Rewards (and the outcome of those requests); and
- e. your personal details such as name, address, phone numbers, email addresses and date of birth and any other information provided in your membership application form.

**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 Member Card while playing Gaming Machines.

**Points** means points awarded by the Venue Operator to you when you:

- f. visit the Venue and Swipe your Member Card at a Kiosk;
- g. Swipe your Member Card at the various point of sale locations at the Venue; and
- h. Swipe your Member Card when playing Gaming Machines at a Venue.

**Prize** means a prize, consisting of money, goods, additional Points or some other benefit, awarded by the Venue Operator to you as part of a Promotion.

**Program** means the loyalty program operated by the Venue Operator at the Venue and which is governed in accordance with these Rules.

**Promotion** means a promotion which is conducted at the Venue.

**PVS** means PVS Australia Pty Ltd ACN 135 916 684 as trustee for the PVS Australia Unit Trust ABN 26 343 553 649, as the context requires, any of its Related Bodies Corporate.

**Related Body Corporate** has the meaning given to it in the *Corporations Act 2001* (Cth).

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

**Rules** means these rules (being the rules of the Program) and any amendments, additions or replacements made thereto from time to time by the Venue Operator in its absolute and sole discretion.

**Swipe** means, in relation to a Member Card, to insert, swipe, touch or otherwise interface and exchange data between the Member Card, a Kiosk, a point of sale location or a Gaming Machine at the Venue.

**Offers** means offers of goods or services which may from time to time be offered or provided to you by third parties via the Website, the Kiosk and/or the Program promotional material, and which are not provided in exchange for Points and which may be free or provided in exchange for payment (and may include, without limitation, discount programs). For the avoidance of doubt, Promotions are not considered to be Offers.

**Venue** means the venue specified in item 1 of the cover page of these Rules who is participating in the Program and in relation to which you have been granted membership of the Program, further details of which can be found at the Website.

**Venue Operator** means the operator of the Venue listed item 2 of the cover page these Rules.

**Venue Rules** means the rules issued by the Venue Operator that apply to your attendance at the Venue.

**Website** means the Venue Operator's website specified in item 3 of the cover page of these Rules.

**You or you** means a person who is eligible for membership of the Program and who is accepted as a member of the Program at the Venue and whose membership has not been cancelled or terminated.