

ST MARYS DIGGERS & BAND CLUB
WELCOME REWARDS PROGRAM
Terms & Conditions
Version 1: Current from 2 October 2020

1. Introduction

- 1.1. *Welcome Rewards Rules* (described as the "Rules") contain the terms and conditions by which the *St Marys Diggers & Band Club Welcome Rewards Program* operates. The Rules are to be read in conjunction with any other terms and conditions which we publish from time to time, including any current *St Marys Diggers & Band Club Welcome Rewards Program Brochures* published by us.
- 1.2. These Rule apply to the rewards scheme known as *St Marys Diggers & Band Club Welcome Rewards Program*, established and administered by *St Marys Diggers and Band Club Limited* (ABN 14 000 589 060), 411 Great Western Hwy, St Mary's NSW 2760.
- 1.3. These terms and conditions are for the benefit of *St Marys Diggers and Band Club* (the "Club"), and the *Welcome Rewards Scheme Partners* which may be organisations with whom the Club has an arrangement.
- 1.4. **References to:**
 - 1.4.1. "we", "our" and "us" are references to *St Marys Diggers and Band Club*, *St Marys Diggers and Band Club Welcome Rewards Scheme Partners*, and all Third Party Offers, each and any of whom may separately enforce these terms and conditions.;
 - 1.4.2. "Member" means a financial member of *St Marys Diggers & Band Club* and thus automatic *Welcome Rewards Member* unless the context otherwise requires.
 - 1.4.3. "Welcome Rewards Brochure" means the printed material published by *St Marys Diggers and Band Club* as amended from time to time, on display on premise and containing participating facilities or other information which are deemed to form part of these Rules.
 - 1.4.3.1 "Rewards" includes those entitlements or benefits supplied by the Club to you, unless otherwise stated.
- 1.5. Members are deemed to accept these Rules in accordance with Rule 2.1.
- 1.6. *St Marys Diggers and Band Club* may amend the Rules from time to time. Members can access the Current Rules at *St Marys Diggers and Band Club Reception* and on the web site www.smdbc.com.au.
- 1.7. Subject to any applicable law which cannot be excluded, *St Marys Diggers and Band Club* and its officers, employees, agents and contractors accept no liability for any loss, damage or injuries suffered or sustained (including but not limited to direct or consequential loss or losses arising from negligence) by any Member arising directly or indirectly out of or in connection to *Welcome Rewards* and Members release and discharge *St Marys Diggers and Band Club*, officers, employees, agents and contractors from any liability for any such loss, damage or injury. If *St Marys Diggers and Band Club* is liable to a Member in any way, then liability will be limited to:

(a) crediting Points to their Rewards Account; or
(b) replacing or resupplying a Reward,
which *St Marys Diggers and Band Club* considers is appropriate in connection with the relevant claim.

2. Membership

- 2.1 Membership to *Welcome Rewards* is automatic with an eligible person's membership of the Club. It is a requirement of *Welcome Rewards* membership to keep and maintain points balance and to receive any benefits and offers associated with the *Welcome Rewards* that you keep and maintain your Club membership.
- 2.2 A member has the right to opt out of the *Welcome Rewards* program at any time, by notifying the Chief Executive Officer in writing.
- 2.3 A member is responsible for notifying the *St Marys Diggers and Band Club* of any change in address or contact details and if the member's card is lost, stolen, damaged or misused in any way.
- 2.4 Participation in the *Welcome Rewards* Program or by claiming or receiving Rewards constitutes an acceptance of these Rules and an agreement to comply with them.
- 2.5 You must promptly notify the Club in writing:
 - 2.5.1 of any change in your address; and
 - 2.5.2 if your membership card is lost, stolen, damaged or misused in any way.
- 2.6 Participation in *Welcome Rewards* or by claiming or receiving Rewards constitutes an acceptance of these Rules and an agreement to comply with them.
- 2.7 Membership is only open to individuals and is not open to corporate entities or any other entities.
- 2.8 Membership of *Welcome Rewards* is only available to individuals aged 18 years or over.
- 2.9 Members who are excluded or self-excluded shall have their Membership suspended or terminated (as the case may be) and bonus points removed.
- 2.10. To be eligible for any other tier or qualifying bonus offer within the Loyalty Program you must earn (and if specified from time to time, maintain) the number of Points required under *Welcome Rewards* within a specified time period (Membership Tier Period). The number of Points required to be earned (and if specified from time to time, maintained) for each tier membership or qualifying bonus offer will be published by us, which will be subject to change from time to time.
- 2.11. We reserve the right to make any changes to these Rules, at any time, including to:
 - (i) Create, amend or remove tiers of membership or provide qualifying bonus offers to which different terms and conditions apply including but not limited to the benefits applicable to each tier of membership or qualifying bonus offer of *Welcome Rewards* Program.

- (ii) Set and change the method and rates of Point accrual and Rewards to you as part of the *Welcome Rewards Program*.
 - (iii) Set and change the number of Points required to be earning (and if specified from time to time, maintained) under the *Welcome Rewards Program* within any period for eligibility to any tier of membership within the program;
- 2.12. We reserve the right to amend or alter the Rules at anytime including, without the limitation, changes to:
 - (i) these Rules (including the *Welcome Rewards Brochure*);
 - (ii) the type and availability of Rewards;
 - (iii) the number of Points required for the redemption of Rewards;
 - (iv) expiry or the accrual of Points;
 - (v) duration of Membership Tier Period or qualifying bonus offer; and
 - (vii) the services and products available at any within the Club.
- 2.13. St Marys Diggers and Band Club will notify Members of any material detrimental change by making the updated Rules available at the Club and online within 14 days prior to the change/s being made.
- 2.14. Promotional offers can be varied at any time at the discretion of St Marys Diggers and Band Club and will be subject to the specific terms and conditions of that promotional offer.
- 2.15. It is the member's responsibility to ensure that they keep up to date with the Rules and the features and requirements of the *Welcome Rewards Program*.
- 2.16. Members will be entitled to receive a monthly Player Activity Statement if during the monthly period covered by the Player Activity Statement the member has inserted their loyalty card into the card console of a gaming machine while playing that gaming machine.

3. Membership cards

- 3.1 A person is only entitled to one membership number, and is permitted only one valid membership card displaying that number.
- 3.2 It is the sole responsibility of the Member to safeguard their membership card and take precautions against the loss, or any unauthorised use, of their card.
- 3.3 The Member must sign their membership card upon issuance and regularly check that it is in their possession.
- 3.4. A Membership Card issued to the Member may only be used by that Member.
- 3.4. The Member must not give their Card to another person or Member for any purpose whatsoever. A breach of this Rule shall be considered to be card misuse.
- 3.5. In the event that a patron's Card is lost or stolen the patron must immediately report the loss or theft to St Marys Diggers and Band Club.

- 3.6. St Marys Diggers and Band Club may replace a lost, stolen or damaged loyalty card in its discretion subject to appropriate identification requirements. St Marys Diggers and Band Club reserves the right to charge a fee for replacement cards.

4. Points and Privileges

- 4.1. The participating facilities in the Program are set out in the *Welcome Rewards Brochure* available at St Marys Diggers and Band Club and may be updated from time to time.
- 4.2. We shall not be liable in any way for Rewards which are unavailable for redemption as a result of a technical malfunction, operator fault, misrepresentation for which we are not responsible or any other reason outside their reasonable control.
- 4.3. Rewards cannot be used in conjunction with other discount programs, offers or special events at St Marys Diggers Band Club, unless otherwise specified in the terms and conditions of a particular discount program, offer or special event.
- 4.4. Rewards are subject to availability (for example, services or goods may be in limited supply) and on a first come, first serve basis. We may offer certain Rewards with limited availability to limited numbers of members within reward levels or by qualifying group by giving priority to members with the highest number of points within a reward level at a particular time.
- 4.5. Points will expire on December 31st each year, being the end of each Membership Tier Period.

5. Earning Points

- 5.1 Subject to these Rules (including without limitation, Rule 5), Points are awarded to Members for gaming turnover and non-gaming spend in participating facilities at *St Mary's Band Club (bars, café & bistro)* and for other activities as *St Marys Diggers and Band Club* may from time to time determine.
- 5.2 The Member is not permitted to accrue Points or other benefits or Rewards as a result of play or spend by a person other than the Member named on the face of the membership card.
- 5.3 In order for Points to accrue to their membership card, it is the Member's responsibility to ensure that their card has been registered for the transaction.
- 5.4 *St Marys Diggers and Band Club* will not be liable in any way in relation to the unavailability of Points or the incorrect accumulation of Points as a result of a technical malfunction, operator fault, misrepresentation for which *St Marys Diggers and Band Club* is not responsible or any other reason outside *St Marys Diggers and Band Club's* reasonable control.
- 5.5 *St Marys Diggers and Band Club* reserves the right to adjust the Member's Points balance and available Rewards where such there has been an error in the accumulation or calculation of Points and/or statement as to the availability of Rewards, including for the reasons set out in Rule 5.4.

6. Redeeming Privileges

- 6.1. Subject to these Rules (including without limitation, Rule 5), *St Marys Diggers and Band Club* may allow Members to use their membership card for the purpose of claiming Rewards which *St Marys Diggers and Band Club* chooses to make available.
- 6.2. Our obligation to provide any particular Rewards is limited to our obligations under these Rules. We shall not be liable in any way to Members in relation to the availability or withdrawal of particular Rewards.
- 6.3. We may offer Rewards from time to time in accordance with approved activity recorded on a Member's Card.
- 6.4. We may offer Promotional Offers from time to time. Promotional Offers will vary and are subject to their own specific terms and conditions.

7. Membership Tiers/Levels

- 7.1. We reserve the right to assign a tier level or qualifying points offers from time to time to individual Members, based upon Points earned in a specified period after an initial introductory period.
- 7.3. If a member disputes their level of points or available offers, they may do so in writing to the CEO, *St Marys Diggers and Band Club*, 411 Great Western Hwy, St Mary's NSW 2760.

8. Privacy

- 8.1. The information we collect arising directly or indirectly out of or in connection with your Membership and Welcome Rewards activity shall become and remain our property.
- 8.2. You consent to us collecting and retaining your personal information (including information concerning your membership) for the purposes of:
 - (i) Carrying out the functions and activities that are necessary for us to meet our obligations to you under these terms and conditions;
 - (ii) Disclosing your personal information to third parties who are engaged by us to assist in meeting our obligations to you under these terms and conditions;
 - (iii) Marketing our goods and services to you;
 - (iv) Meeting legal requirements or fulfilling any purpose authorised by or under law.
- 8.3. It is your responsibility to ensure that your personal information held by *St Marys Diggers and Band Club* is accurate, complete and up-to-date. The Club will, at your request, provide you with access to your personal information held by the Club in accordance with the Club's Privacy Policy and the requirements of the *Privacy Act 1988 (Cth)*. Player Activity Statements are available upon request.
- 8.4. Due to legal restrictions on gaming related advertisements, a notice informing members of the Clubs gaming related matters in connection with *Welcome Rewards* may only be displayed in certain areas within the premises of the Club or sent to those members who have consented in writing to receive gaming advertising.

9. Rewards Account & Restrictions

- 9.1. There are restrictions contained in Gaming Machines Act 2001 (NSW) and Gaming Machines Regulation 2010 (NSW) as to the maximum value of prizes that may be awarded under a Player Reward Scheme (i.e. a system used in connection with gaming machines). We are prohibited from providing a promotional prize exceeding \$1,000 value or paying cash, or exchanging any loyalty points, including *Welcome Rewards* for cash.

10. Purge of Unused Points

- 10.1 Loyalty Members unused Points will be purged from the Members' Rewards Account at 12:00 midnight on 31 December each year, commencing December 2018.
- 10.2 It is the Member's responsibility to ensure that the Member uses accrued Points prior to the purge date.
- 10.3 The Club reserves the right to not expire points for promotional purposes for members who reach a qualifying level if they so wish and for those points to be carried over into the next period.
- 10.4 In the event the Club decides to purge points other than at 31 December, members will be given thirty (30) days' notice through in-house, direct mail or phone communications.

11. Termination of the program

- 11.1. *St Marys Diggers and Band Club* reserves the right to suspend the operation of the *Welcome Rewards* program or cease to operate the *Welcome Rewards* program at any time. Where possible, *St Marys Diggers and Band Club* will provide three (3) months notice of such suspension or cessation.
- 11.2 To the extent permitted by law, *St Marys Diggers and Band Club* (including its officers, employees, agents and contractors) is not and will not be liable for any damages or any other loss whatsoever incurred by the Member (including consequential loss), either directly or indirectly in connection with the suspension or termination of *the Welcome Rewards program*.
- 11.3 The Club is not liable for any compensation to Members for unclaimed Reward or unredeemed Points if *Welcome Rewards* is suspended or terminated.
- 11.4 The Club may terminate or suspend a Member's membership of *Welcome Rewards* (at the Club's absolute discretion) if the Club believes (in its absolute discretion) that the following occurs:
- 11.4.1 The Member has failed to strictly comply with these terms and conditions;
- 11.4.2 The Member's Club membership expires, is cancelled or is suspended;

11.4.3 The Member's conduct is deemed to be offensive, dishonest, disruptive, intimidating, unbecoming or prejudicial to the Club's interests;

11.4.4 The Member interferes with or misuses any equipment or property; or

11.4.5 The Member dies or is bankrupt.

11.5 In the event your membership is terminated;

11.5.1 All of your Points and associated Rewards (whether they be Points and Rewards having accrued or not) will automatically be cancelled (and for the purpose of clarity will not be redeemable) from the time we terminate your Club membership; and

11.5.2 You must immediately return your Club membership card to us.

11.6 Nothing in these Rules shall be interpreted as excluding or restricting any liability of the Club that is non-excludable by law and shall be read subject to the Provisions of the *Trade Practices Act 1974 (Cth)* and any other similar State or Territory legislation which cannot be lawfully excluded. These conditions shall Otherwise have the maximum effect permitted by law.