



The Shellharbour Club

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REWARDS

TERMS &
CONDITIONS



Terms & Conditions for The Shellharbour Club Member Rewards Program

1. General

- (a) The Shellharbour Club Member Rewards Program (**Member Rewards Program**) has been established and is administered by Shellharbour Workers Club Limited ABN 69 001 068 864, trading as "The Shellharbour Club".
- (b) The Shellharbour Club, The Club and all references to "we", "our" and "us" throughout these terms & conditions, refer to the Shellharbour Workers Club Limited.
- (c) Member, Membership, "you" and "your" are references to each Member.
- (d) The Club shall be entitled to delegate responsibility for the administration of the Member Rewards Program to its duly appointed representative and/or the Management team appointed by The Club.
- (e) Your application for membership and your use of The Club's Membership Card means your acceptance of and consent to the terms and conditions relating to the Member Rewards Program.

2. Member Consent

- (a) The Member Rewards Program is open to all financial Members of The Club, subject to these terms and conditions as may be altered from time to time by The Club.
- (b) You consent to receive information or material relating to the Member Rewards Program from The Club or its authorised representatives. You can tell us that you no longer want to receive such promotional material.
- (c) The Club shall administer, interpret and apply these terms and conditions as it deems appropriate and at its absolute discretion.

3. Member Rewards Program – Points

- (a) Points can start accruing and entered to the Member's account after application for membership has been submitted, pending acceptance by the Board of Directors of The Club. An applicant who is not accepted as a Member forfeits all points and Membership benefits.
- (b) Your Membership card and any accrued points or rewards, benefits or privileges are not transferable, except as set out in section 9(k) hereof.
- (c) The accrual of points or redemption of Rewards is not available in conjunction with other discounts, promotion or program offered by us unless stated otherwise.
- (d) Your membership provides you with the opportunity to accrue points for the redemption of Rewards from us. The number of points earned by you within any six (6) month period (or other period as we may specify from time to time) will determine the eligibility to redeem Rewards.



- (e) The basis on which you accrue Member Rewards Program points is determined solely by us (in our absolute discretion) and is subject to change from time to time without prior notice to you.
- (f) The basis of Members accruing Member Rewards Program points and the offer of rewards, benefits and privileges derived from those points is a courtesy extended to you. The points accrued are not automatic entitlements (legal or otherwise) to any specific rewards, benefits and privileges and are determined at the sole discretion of The Club.
- (g) Benefits, privileges and rewards The Club makes available are unable to be received by any other person other than the Member who has accrued the points or been awarded the rewards, benefits and privileges, subject to the entitlements derived as a consequence of points being transferred pursuant to section 9(k) hereof.
- (h) Benefits provided by The Member Rewards Program are available for guest/s when stipulated by The Club.

4. Points Categories

Eligible Members Reward Program points determine the Tier level for each member as follows:

- (a) **EGM Points** means points earned from correct insertion of membership card on an Electronic Gaming Machine.

MTGM Points means points earned from gaming machines designed to be played by more than one other player at one time and is equipped with more than one terminal, i.e. Roulette machines.

Food and Beverage Points (FB Points) means points earned from having a Membership card recorded when purchasing from a Food and Beverage outlet.

Visitation Points incorporates but is not restricted to: points earned from correct use of membership card when using other Point of Sale terminals (e.g. Kiosk terminal) available once per trading day only.

- (b) The Member Rewards Program Points means any/all points that have been recorded in the Members' Rewards Program Account during the relevant six (6) month period (or other period as we may specify from time to time).
- (c) The Member Rewards Program Points mean earned eligible points or points which are transferred pursuant to section 9(k) hereof that contribute toward qualification for The Member Reward Program Tiers, as specified by us from time to time.
- (d) The Club may, at its sole discretion from time to time, issue other bonus points which will contribute to a Member's entitlement to rewards, benefits or privileges but which will not be accrued to a Member's Tier points.
- (e) Unless otherwise stated, any material published by us pertaining to these terms and conditions or changes thereto, including material relating to the rate of accrual of points, redemption of the points for any rewards and the number of points required to be earned



and maintained for any tier of The Member Rewards Program will form part of the terms and conditions of The Member Rewards Program which may be varied by us from time to time at our discretion.

5. Alteration and Notification

- (a) The Club may at any time with or without notice to Members, alter the rewards, eligibility, accrual rates and benefits to the Member Rewards Program.
- (b) You are entitled to receive a monthly Member Activity Statement if during the monthly period covered by the Member Activity Statement you have correctly inserted your membership card into membership card terminal of a gaming machine while playing a gaming machine.
- (c) Although all reasonable care will be taken to ensure information, advertisements and publications presented or supplied in connection with the Member Rewards Program is accurate, The Club will not be liable for any negligence omissions or errors regardless whether oral or written in such advertisements or publications.

6. Exclusion of Liability

Subject to any applicable law which cannot be excluded, we 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 our negligence) by you arising directly or indirectly out of or in connection to the Member Rewards Program and you release and discharge us from any liability for any such loss, damage or injury. If we are liable to you in any way, then our liability will be limited to allocating to your Member Rewards Program account the number of points which we consider is appropriate in connection with your relevant claim.

7. Membership and Membership Cards:

- (a) Life Members and Financial Club Members who are 18 years of age or older are eligible for membership of the Member Rewards Program, together with such other classes of Members of The Club as may be determined by The Club from time to time.
- (b) It is a requirement of The Member Rewards Program that you maintain your Club membership.
- (c) Issuance of a membership card to you is not an acceptance of your application for membership.
- (d) Your membership card issued to you remains the property of The Club
- (e) Your membership card may be requested and must be presented as proof of validation and/or identity.
- (f) Only one (1) membership card is permitted per Member at any one time.
- (g) You must sign and retain possession of your membership card and regularly check it is in your possession

- (h) It is your responsibility to protect your membership card at all times and to take precautions against theft, loss, misuse or damage. We do not accept responsibility or liability for your membership card or point's that may be lost due to theft, loss, misuse of or fault in your membership card.
- (i) The Club will not be liable in any way if The Member Rewards Program points, privileges, benefits or rewards are unavailable or fail to accumulate as a result of technical error or malfunction or by reason of incorrect operation, fault or any other act or omission by The Club or anyone acting on The Club's behalf.
- (j) It is your responsibility to ensure that your membership card is working in gaming machines and point of sale terminals. No points will be reinstated or accrued if a Member's card is in error or not working correctly or as a result of malfunction.
- (k) If your membership card is lost or stolen, you will need to provide The Club with photo identification as required in order to obtain a replacement membership card.
- (l) A Member may not accrue points by providing or lending the Member's card to other players or inserting their membership card into another player's machine/play or other persons' spend or otherwise attempt to invalidly obtain points. All rewards and/or Points gained via this activity or any other activity which The Club determines to be inappropriate or invalidly accruing points will be discredited and/or removed from offending Members account.
- (m) Disciplinary action may be taken against the said Member and/or the person in possession of the card in relation to a breach or suspected breach of these Terms and Conditions at The Club's discretion.

8. Termination of The Member Rewards Program

- (a) A Member may terminate membership at any time by giving written notice to The Club or by returning membership card to The Club's authorised representative.
- (b) The Club may terminate or suspend the operation of The Member Rewards Program at any time and without prior notice to each Member.
- (c) In the event that the operation of The Member Rewards Program is terminated or varied for whatever reason, all points may be cancelled thirty (30) days after The Club publishes a Members' Notice and Members will be precluded from redeeming any Member Rewards Program points thirty (30) days after The Club issues the Members' Notice unless otherwise determined by The Club. Publication of Members Notice will be effected by including the Notice on The Club's Notice Board and Point Of Sale stations.
- (d) When a Membership is terminated or suspended, all point accruals, tier allocation and associated rewards (whether they be points and rewards having accrued or not) will be permanently cancelled.
- (e) The Club may terminate or suspend your participation in the Member Rewards Program if we believe (in our absolute discretion) that the following occurs:



- Failure to strictly comply with the terms and conditions
- Club Membership expires, is cancelled or suspended
- Any other breach of The Club's Constitution
- Death

9. The Shellharbour Club Member Rewards Program Points & Rewards:

- (a) Member Reward Program Points are used to determine your Tier level and have no value; however, for every Member Reward Program Point recorded to a Member, that member will receive one Bonus Point to spend/redeem in the Venue. Each bonus point will have a nominal value of one cent (\$0.01).
- (b) You will accrue Member Rewards Program Points as a result of certain eligible transactions at the standard rate unless otherwise stated. The standard rate of accrual of points is as follows:
 - One (1) point for every \$4 turnover on Electronic Gaming Machines (**EGM Points**)
 - One (1) point for every \$15 turnover on Multi Terminal Gaming Machines (**MTGM Points**)
 - Three (3) points for every \$1 beverage or food purchase (**FB Points**)
 - 20 points for one single swipe per day per Member at Kiosk terminal (**Visitation Points**)
- (c) You may only redeem Member Rewards Program points (as Bonus Points) that are validly accrued by you. The Club may require proof of identification with requests for redemption that are made.
- (d) The Member Rewards Program Points (as Bonus Points) earned can only be redeemed for Rewards by 30th June of each year (or such other period as we may specify from time to time). Any points not redeemed by that date (unless specific tier benefit states otherwise) will be forfeited.
- (e) It is your responsibility to ensure that points are redeemed prior to forfeiture.
- (f) The annual purge or removal of The Member Rewards Program Points from Members' accounts will be implemented as soon after 30 June of each year as is practicable and will be advertised/notified internally on the Notice Board and POS stations at The Club for a minimum of one (1) month prior to purge/removal.
- (g) It is your responsibility to ensure that your membership card is inserted into, and accepted by, the gaming consoles, working and accruing points during the course of gaming and point of sale transactions etc. (as the case may be).
- (h) The Member Rewards Program Points (as Bonus Points) used by you to redeem rewards will be deducted from your Member Rewards Program Account balance at a Point of Sale Terminal or when you submit a request to redeem a reward.



- (i) Some Rewards may only be available on a first come first serve basis (from time to time or as The Club may specify).
- (j) Rewards are subject to availability and The Club reserves the right to cancel, withdraw or substitute any rewards at any time (at The Club's absolute discretion).
- (k) No rewards are transferable, refundable or exchangeable for cash and no points are redeemable for cash. However, Member Reward Program points held by a Member who has achieved **24K Tier** level may be transferred by that Member to another Member at The Club's absolute discretion, upon application by the transferring Member. Any such transfer of Member Reward Program points shall only be available and utilised to enhance the Tier status/level of the Member to whom those points are transferred and shall not be redeemable for Rewards. No application for transfer of Member Reward Program points shall be approved by The Club where the effect of the proposed transfer shall reduce the transferring Member's Member Reward Program points below the number of points required to be maintained by that transferring Member as a **24K Tier** status/level.
- (l) The Club does not permit monetary deposits onto membership cards.
- (m) The Club does not accept liability for:
 - Any lost or stolen Rewards or reward vouchers after they have been issued;
 - Any loss or damage arising from our cancellation, withdrawal or substitution of any rewards; or
 - The availability of any rewards that we previously displayed or promoted as being available for the redemption of points.
- (n) The value of rewards, benefits and privileges available will be limited to the maximum value allowed under the *Gaming Act* or other relevant legislation.
- (o) For clarity, Bonus Points which have a nominal value of one cent (\$0.01) can be spent/redeemed throughout the Club at multiple POS areas and particularly during promotional periods, however, Bonus Points do not contribute to a Member's Tier level and expire on 30 June unless otherwise specified.

10. External Gift Cards:

- (a) The Club may make available to Members Gift Cards from third party suppliers which can be purchased using Member Rewards Program Points. No change will be issued. Gift Cards are non-refundable and not transferable or redeemable for cash.
- (b) The Club and third party participating outlets accept no liability for lost, stolen, damaged, out of date or invalid Gift Cards.
- (c) Gift Cards may have a finite expiry date for redemption of the value of the card and Members accept full responsibility for redeeming the card before that expiration date. The Club will not replace any Gift Cards that are out of date and thus invalid. It is the responsibility of the Member to continually check use by date of said card.



(d) The Club will not exchange Gift Cards under any circumstances.

11. Tiers:

- (a) The Member Rewards Program currently offers five (5) tiers of membership being **Club** (standard), **Silver**, **Platinum**, **Gold** and **24k**. Each Tier entitles Members to different rewards, benefits and privileges as set out in the promotional material provided by the Club from time to time.
- (b) To be eligible for any Tier you must earn and maintain the number of Points required under The Member Rewards Program throughout the immediately preceding six (6) month period (or such other period as we may specify from time to time). Redeemed or transferred points are excluded.
- (c) The number of Points required to achieve the various Tier levels set out in subparagraph (a) hereof is as follows:

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|------------------------|---------------------|
| Club (Standard) | – 0 to 4,9999 |
| Silver | – 5,000 to 19,999 |
| Platinum | – 20,000 to 39,999 |
| Gold | – 40,000 to 79,999 |
| 24K | – 80,000 and above. |

The Club may vary the number of points required for each Tier level from time to time at its absolute discretion.

- (d) Members are under no obligation to earn or maintain any level of points or Tier membership.
- (e) Tier matching (from other registered clubs) is available for selected Tiers and will be determined by the level of proof as required by The Club. Tier matching will be reviewed by The Club at any time and these terms and conditions apply to a Member who has been given the benefit of Tier matching.
- (f) The Club reserves the right to make changes to these terms and conditions including create, amend or remove Tiers of membership to which different terms and conditions apply including but not limited to the rewards, benefits applicable to each Tier of membership and the number of points, method and rates of Point accrual offered to you as part of The Member Rewards Program.
- (g) The Member Rewards Program participant's eligibility will be reviewed on the 1st of every month for those moving to a higher or lower level (moves may be performed on the next business day).
- (h) The Club reserves the right to move your membership into a Tier of membership based on the eligibility review at any time without prior notice to you.



- (i) Any decision in relation to a Tier that a Member is placed into is at the sole discretion of The Club whose decision will be final.
- (j) An application for Tier extension e.g. due to extended absence for travel or illness may be considered (on a case by case basis). A letter in writing to The Club may be required including any evidence/proof and relevant information relating to your case. This will be reviewed at The Club's discretion and any decision will be final and binding.

12. Privacy:

- (a) The information The Club collects arising directly or indirectly out of or in connection with your membership of the Member Rewards Program shall become and remain The Club's property.
- (b) Member Reward Program use means that you consent to The Club collecting and retaining your personal information (including information concerning your membership) for the purposes of:
 - Carrying out the functions and activities that are necessary for us to meet our obligations to our Members under these terms and conditions;
 - Disclosing your personal information to third parties who are engaged by us to assist in meeting our obligations to our Members under these terms and conditions; Marketing our goods and services to you;
 - Disclosing your personal information to selected third parties to allow them to market their goods and services to you unless you inform us otherwise; and
 - Meeting legal requirements or fulfilling any purpose authorised by or under law.
- (c) The Club will, at your request, provide you with access to your personal information held by The Club if (in our opinion) it is reasonable to do so.
- (d) It is your responsibility to ensure that your personal information held by The Club is accurate, complete and up-to-date. You will be granted access to your personal information for the purposes of establishing that the information is accurate and up-to-date as reasonably required.
- (e) Information collected by The Club shall be treated in accordance with The Club's Privacy Policy and the Requirements of the *Privacy Act 1988* (Cth).

