

# Blacktown Workers Club Limited

ACN 000 858 006

## Blacktown Workers Rewards - Terms & Conditions

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### 1. DEFINITIONS AND INTERPRETATION

In these Terms and Conditions unless the context otherwise requires:

- 1.1 “Club” means the Blacktown Workers Club Limited ACN 000 858 006.
- 1.2 “Blacktown Workers Rewards” means the loyalty program offered by the Club pursuant to which Participants accrue Rewards Points and may redeem Rewards.
- 1.3 “Blacktown Workers Rewards Partners” means organisations with whom the Club has an arrangement concerning that organisation providing goods, services, benefits or entitlements to Participants as part of the Blacktown Workers Rewards.
- 1.4 “Membership” means a person’s membership of the Club.
- 1.5 “Membership Card” means a card issued to a person by the Club in respect of their Membership of the Club.
- 1.6 “Participant” means those members referred to in clause 3.1.
- 1.7 “Participant’s Account” means the account opened by the Club in the name of each Participant in which the Club records all Rewards Points earned by a Participant and all Redemptions of Rewards Points by the Participant.
- 1.8 “Redemption” occurs when a Participant uses Rewards Points to redeem a Reward from the Club.
- 1.9 “Reward” means a good, service, benefit or entitlement available through the Blacktown Workers Rewards.
- 1.10 “Rewards Points” means the Rewards Points which a Participant accrues when he or she purchases food or beverages in the Club or participates in gaming activities or uses such other facilities as may be determined by the Board from time to time (but excludes any transactions under any promotion or any transaction by a Participant to redeem Rewards).
- 1.11 “Terms and Conditions” means these terms and conditions plus any material referred to in clause 2.3.
- 1.12 “Twelve Month Period” means the preceding twelve-month period.
- 1.13 References to “we”, “our”, and “us” are references to the Club and all Blacktown Workers Rewards Partners.

## 2. GENERAL

- 2.1 These Terms and Conditions apply to Blacktown Workers Rewards and Participants.
- 2.2 These Terms and Conditions are separately for the benefit, and separately enforceable by, each of the Club and the Blacktown Workers Rewards Partners.
- 2.3 Unless otherwise stated, any material published by the Club pertaining to these Terms and Conditions, including material relating to the rate of accrual of Rewards Points, redemption of Rewards Points or any Rewards and the number of Rewards Points required to be earned and maintained for any reward tier of Blacktown Workers Rewards, will form part of the Terms and Conditions of the Blacktown Workers Rewards.
- 2.4 These Terms and Conditions may be amended by the Club from time to time. Participants are precluded from making any claim against the Club for any compensation in respect of any damage or loss in respect of any change to the Terms and Conditions.
- 2.5 A copy of the Terms and Conditions are available from the Club on request.
- 2.6 The Club reserves the right to determine any matter or settle any dispute arising directly or indirectly out of or in connection to Blacktown Workers Rewards or these Terms and Conditions and the Club's decision on any such matter or dispute will be final and binding.
- 2.7 Participants participate in the Blacktown Workers Rewards at their own risk. Subject to any applicable law which cannot be excluded, we are not liable 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 a Participant arising directly or indirectly out of or in connection to Blacktown Workers Rewards. Participants release and discharge us to the full extent permitted by law from any liability for any such loss, damage or injury. If we are liable to a Participant in any way, then our liability will be limited to allocating to a Participant's Account the number of points which we consider is appropriate in connection with the claim.
- 2.8 Unless otherwise stated, Participants are solely responsible for any taxes, GST, duties, levies, fees or other charges levied or imposed arising from, as a result of or in connection with, their participation in Blacktown Workers Rewards, the accumulation of Rewards Points or the Redemption of Rewards.
- 2.9 If part or all of the clause of these Terms and Conditions is 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 these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.

## 3. PARTICIPANTS

- 3.1 Subject to clause 3.3 and 8, all members of the Club who are of or over the age of 18 years will be deemed to be Participants.
- 3.2 To become a member of the Club:
  - (a) An application for membership must be submitted to the Club in accordance with the Club's Constitution; and
  - (b) The application must be approved in accordance with the Club's Constitution.
- 3.3 The Club's employees are not eligible to participate in Blacktown Workers Rewards.

## 4. REWARDS TIERS

- 4.1 There are 5 tiers of Rewards being DIAMOND, PLATINUM, GOLD, SILVER and BRONZE.
- 4.2 All Participants are entitled to BRONZE Rewards.
- 4.3 To be eligible for SILVER Rewards a Participant must earn and maintain the number of Rewards Points required under Blacktown Workers Rewards within the last Twelve-Month Period. The number of Rewards Points required to be earned and maintained for SILVER Rewards will be published by the Club from time to time.
- 4.4 To be eligible for GOLD Rewards a Participant must earn and maintain the number of Rewards Points required under Blacktown Workers Rewards within the last Twelve-Month Period. The number of Rewards Points required to be earned and maintained for GOLD Rewards will be published by the Club from time to time.
- 4.5 To be eligible for PLATINUM Rewards a Participant must earn and maintain the number of Rewards Points required under Blacktown Workers Rewards within the last Twelve-Month Period. The number of Rewards Points required to be earned and maintained for PLATINUM Rewards will be published by the Club from time to time.
- 4.6 To be eligible for DIAMOND Rewards a Participant must earn and maintain the number of Rewards Points required under Blacktown Workers Rewards within the last Twelve-Month Period. The number of Rewards Points required to be earned and maintained for DIAMOND Rewards will be published by the Club from time to time.
- 4.7 Members will be reviewed for promotion from a lower reward tier to a higher reward tier on the 10<sup>th</sup> of each month
- 4.8 Members will be reviewed for demotion from a higher reward tier to a lower reward tier on the 10<sup>th</sup> of January and 10<sup>th</sup> of July each year.
- 4.9 The Club may from time to time:
  - (a) create, amend or remove reward tiers and the method and rates of Rewards Points accrual and Rewards offered as part of the Blacktown Workers Rewards;
  - (b) set and change the number of Rewards Points required to be earned and maintained under the Blacktown Workers Rewards within any period for eligibility to any reward tier;
  - (c) move a Participant into another reward tier of Blacktown Workers Rewards regardless of the amount of Rewards Points accrued by a Participant at any time without notice.
- 4.10 Participants are precluded from making any claim against the Club for any compensation in respect of any change referred to clause 4.9.

## 5. MEMBERSHIP CARDS

- 5.1 A Participant is permitted to use one Membership Card only.
- 5.2 The Membership Card issued to a Participant remains the property of the Club.
- 5.3 A Participant must not permit their Membership Card to be used by any other person for the purpose of accruing Rewards Points, redeeming Rewards or for any other purpose.

- 5.4 The Club is not liable for the theft, loss, misuse of or fault in a Participant's Membership Card.
- 5.5 A Participant must ensure that their Membership Card is:
- (a) inserted into, and accepted by, the Membership Card reader (e.g. of a gaming machine); and
  - (b) is working and accruing Rewards Points during the course of play of the gaming machine or at a point of sale terminal etc. (as the case may be).
- 5.6 The Club is not liable for the failure of a Membership Card to accrue Rewards Points for any reason whatsoever (including but not limited to Membership Card terminal error, operator error or misrepresentation, our act or omission (including negligence), or Membership Card malfunction).
- 5.7 Participants must promptly notify the Club in writing:
- (a) if their Membership Card is malfunctioning; or
  - (b) if their Membership Card is lost, stolen, damaged or misused in any way.
- 5.8 If a Membership Card is lost or stolen, a Participant will be required to provide the Club with photo identification to obtain a replacement Membership Card.

## 6. REWARDS POINTS & REWARDS

- 6.1 Rewards Points generated by a Participant will accrue to a Participant's Account.
- 6.2 Accrued Rewards Points are not transferable.
- 6.3 The accrual of Rewards Points or the redemption of Rewards is not available in conjunction with any other discount, promotion or program offered by the Club unless stated otherwise.
- 6.4 The Rewards offered by the Club for each of the reward tiers will be determined by the Club from time to time. Participants are precluded from making any claim against the Club for any compensation in respect of any change referred to in this clause.
- 6.5 The manner in which a Participant accrues Rewards Points or redeems Rewards will be determined by the Club from time to time. Participants are precluded from making any claim against the Club for any compensation in respect of any change referred to in this clause.
- 6.6 Only Rewards Points that have been earned in an eligible transaction (as determined by the Club in its absolute discretion from time to time) are used to determine the reward tier. Points that are earned through Loyalty Bonus, Birthday Points, Visitation Points or any other gift or prize are not included when determining the reward tier.
- 6.7 The Club may adjust the number of Rewards Points accrued to a Membership Card if the Club, in its absolute discretion, determines the Rewards Points were accrued in breach of these Terms of Conditions or as a result of Membership Card terminal error, operator error or misrepresentation, act or omission (including negligence), membership card malfunction or for any other reason resulting in the Rewards Points being invalidly accrued; and
- 6.8 A Participant may only redeem Rewards from Rewards Points validly accrued by the Participant.

- 6.9 Subject to clause 6.11, Rewards Points earned by a Participant must be redeemed for Rewards prior to 31<sup>st</sup> December each year (or such other date as may be determined by the Club from time to time). Any points not redeemed by that date (or such other period as may be determined by the Club from time to time) will be forfeited.
- 6.10 If a person is in the DIAMOND or PLATINUM rewards tier their Rewards Points will not expire.
- 6.11 Rewards Points that are redeemed for Rewards will be deducted from a Participant's Account balance.
- 6.12 The Club will not be liable for replacing Rewards Points due to a lost, stolen, damaged or faulty Membership Card.
- 6.13 Rewards are subject to availability and the Club reserves the right to cancel, withdraw or substitute any Rewards at any time.
- 6.14 The Club may request suitable identification when a Participant redeems Rewards. If suitable identification is not provided, the Club may refuse to permit the Participant to redeem the Rewards.
- 6.15 The Club is not liable for:
- (a) any lost or stolen Rewards or Rewards vouchers after they have been issued;
  - (b) the unavailability of any Rewards that were previously displayed or promoted as being available for the redemption of Points.

## 7. PRIVACY

- 7.1 Participants consent to the Club collecting and retaining personal information (including information concerning a Participant's membership) for the purposes of:
- (a) carrying out the functions and activities that are necessary for us to meet our obligations to a Participant under these Terms and Conditions;
  - (b) disclosing a Participant's personal information to third parties who are engaged by the Club to assist in meeting the Club's obligations to a Participant under these Terms and Conditions;
  - (c) marketing the Club's goods and services to a Participant;
  - (d) disclosing a Participant's personal information to selected third parties to allow them to market their goods and services to a Participant unless a Participant informs us otherwise; and
  - (e) meeting legal requirements or fulfilling any purpose authorised by or under law.
- 7.2 A Participant's personal information will be stored in accordance with the Club's privacy policy.
- 7.3 A Participant will be able to access their personal information in accordance with the Club's privacy policy.
- 7.4 The Club is committed to privacy. Further information regarding the Club's privacy policy is available on request.

## 8. OPTING OUT AND SUSPENSION AND TERMINATION OF THE BLACKTOWN WORKERS REWARDS

- 8.1 If a Participant does not wish to participate in the Blacktown Workers Rewards they can opt out at any time by contacting the Club. If a Participant opts out of the Blacktown Workers Rewards their accrued Rewards Points will be cancelled and they will cease to be entitled to any of the benefits provided by Blacktown Workers Rewards.
- 8.2 A Participant may terminate his or her membership of the Club at any time in accordance with the Club's Constitution. The Club may terminate a Participant's membership of the Club in accordance with the Club's Constitution. If a Participant's membership of the Club is terminated, their accrued Rewards Points will be cancelled, and they will cease to be entitled to any of the benefits provided by Blacktown Workers Rewards.
- 8.3 The Club may suspend a Participant from participating in Blacktown Workers Rewards in any of the following circumstances:
- (a) if the Participant's membership of the Club is suspended in accordance with the Club's Constitution; or
  - (b) if the Participant becomes an employee, agent or contractor of the Club.
- 8.4 The Club may suspend or terminate the Blacktown Workers Rewards at any time. The Club makes no warranty as to the continuing availability of Blacktown Workers Rewards.

## 9. RESPONSIBLE GAMING AND RESPONSIBLE SERVICE OF ALCOHOL

- 9.1 The Club is committed to providing an environment in which gambling minimises harm and meets community expectation. Gaming facilities are provided in the Club for the enjoyment of members and their guests. Where problem gambling occurs, the Club is happy to provide information regarding community organisations that will provide support and advice.
- 9.2 A Participant can request a player activity statement at any time by contacting the Club.
- 9.3 All members acknowledge that due to legislative restrictions on gaming related advertisements, the operation of Blacktown Workers Rewards may only be displayed in certain areas within the Club's premises.
- 9.4 The Club is committed to maintain the Responsible Service of Alcohol in a safe environment for all members, guests and the local community. Service of alcohol will be denied to any person suspected of being under 18 years of age and to anyone who is considered to be in or approaching a state of intoxication.