

Wantirna Club Membership Program Rules

1. Operation of the Membership Program

- 1.1. The Venue is operated by the Venue Operator.
- 1.2. The Venue Operator administers the Wantirna Club Membership Program.

2. Rules

- 2.1. These Rules set out the agreement between You and the Venue Operator in relation to the Wantirna Club Membership Program membership.
- 2.2. By applying for and/or becoming a Member You acknowledge that You have read, understood, and agreed to be bound by these Rules.

3. Membership in the Program

- 3.1 You must be over 18 years old and an Australian resident to be a Member of the Wantirna Club Membership Program. You may be asked at any time to produce valid identification acceptable to the Venue Operator as evidence of Your eligibility as a Member of the Program. If for any reason, the Venue Operator determines that You do not qualify as a Member of the Program, the Venue Operator will immediately reject Your Membership Application or, in the case where You are a Member, cancel Your membership.
- 3.2 To become a Member of the Program, You must complete and sign the Membership Application.
- 3.3 The Venue Operator has the right to refuse Your Membership Application in its absolute discretion for any lawful reason.
- 3.4 Only one membership per person is permitted at the Venue. Your Member's Card and membership are only operative at the Venue.
- 3.5 Unless approved by the Venue Operator (in its absolute discretion), Related Persons are ineligible to join the Membership Program. If You are a member of the Membership Program and You subsequently become a Related Person, Your membership will be automatically terminated (unless exempted by the Venue Operator in its absolute discretion) and any Rewards or Special Offers accrued on Your Membership are immediately forfeited without compensation.
- 3.6 If You are an Excluded Person, You are ineligible to be a Member. If You become an Excluded Person whilst You are a Member, Your membership will automatically be terminated, and any accrued Points are immediately forfeited without compensation.
- 3.7 You must notify the Venue Operator as soon as possible if You change Your name and/or any of Your contact details and provide to the Venue Operator evidence of such changes to the satisfaction of the Venue Operator.

4. Membership Cards

- 4.1. Only one Membership Card per person is permitted. A Membership Card issued to You is personal to You and may only be used by You for the purposes of Your membership in the Program. All Membership 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. Use of the Membership Card by You indicates Your continuing acceptance of these Rules and any variations to these Rules as made from time to time.
- 4.3. You must protect Your Membership Card and take all reasonable precautions to prevent its loss and theft and to prevent its unauthorized use. The Venue Operator does not accept any responsibility for misuse in situations where Your Membership Card is lost or stolen. When You know or believe Your Membership Card is lost or stolen, You must immediately report this information to the Venue Operator.
- 4.4. A replacement Membership Card will only be provided to You if You present identification acceptable to the Venue Operator (at its discretion) and if You pay any fee applicable at the time for a replacement Membership Card. Should the Venue Operator (at its discretion) be of the view that You have had an excessive number of lost, stolen or damaged Membership Cards, it reserves the right to cancel Your membership.
- 4.5. The Venue Operator reserves the right at any time to require a person using a Membership Card to provide valid identification acceptable to them to verify that that person is entitled to Use (or have in the person's possession) the Membership Card.

5. Rewards

- 5.1 Rewards offered by the Venue Operator to members of its Membership Program are subject to change and may be subject to certain conditions. The Venue Operator reserves the right, in its absolute discretion, to accept or reject upon reasonable grounds any request to redeem a Reward.
- 5.2 The Venue Operator will not offer Rewards that constitute cash, or which constitute gaming products or services.
- 5.3 Subject to the consumer guarantees set out in Division 1 of Part 3-2 of the Australian Consumer Law and except to the extent otherwise required by law:
 - (a) Rewards cannot be returned or exchanged or refunded.
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 claims (including claims for consequential and indirect loss) with respect to the type, quality, and standards of Rewards.

6. Promotions

- 6.1 You may be invited to participate in a Promotion at the Venue. Participation in a Promotion may be subject to certain terms and conditions applicable to that Promotion and those terms and conditions will prevail over these Rules to the extent of any inconsistency between them.
- 6.2 Subject to consumer guarantees set out in Division 1 of Part 3-2 of the Australian Consumer Law and to the extent otherwise permitted by law, the Venue Operator does not make any warranties or representations to You in connection with any Promotions (or any prizes awarded under any Promotions) and expressly disclaim all liability for claims (including claims for consequential and indirect loss) with respect to type, quality and standard of those Promotions and any prizes awarded under any Promotions.

7. Special Offers

- 7.1 Your membership of the Program may from time to time give You an opportunity to access one or more Special Offers of which You may become aware through access to a Kiosk, the Website or through other materials provided to You by the Venue Operator.

8. Changes to the Program

- 8.1 The Venue Operator reserves the right to, at any time and without prior notice to You, make changes to the Membership Program and to these Rules. The Venue Operator will provide 30 days' notice on the Website, Kiosks and at the Venue of changes to the Membership Program and to these Rules.
- 8.2 The Rules may be obtained from the Venue or at the Website. You acknowledge that:
 - (a) if there is at any time any inconsistency between the Rules as they appear at the Venue and the Website, the Rules included on the Website will take priority;
and
 - (b) You have read and understood the most current version Rules before applying for membership or continuing Your membership of the Program.

9. Termination and Suspension of the Program

- 9.1 You may terminate Your membership in the Program by providing written notice to the Venue Operator. Any Points which have not been redeemed at the time of termination will be deemed to be immediately forfeited.
- 9.2 In addition to termination of Your membership pursuant to clause 3.7, the Venue Operator may at its sole discretion terminate or suspend Your membership of the Program:
 - (a) You do not comply with any of these Rules.
 - (b) You do not comply with the terms and conditions relating to any Special Offer.
 - (c) You misuse Your Membership Card or that of another person; or
 - (d) You behave in a manner that the Venue Operator considers to be dishonest, offensive, disruptive, intimidating, illegal or improper.
- 9.3 If Your membership is terminated pursuant to clause 3.6, any Rewards or Special Offers You have accumulated will automatically be forfeited (unless the Venue Operator determines otherwise) and You will not be eligible to receive any benefits offered under the Program.
- 9.4 If Your membership is suspended, You cannot redeem earned Rewards or Use Your Membership Card for any purpose until such time as Your membership is reinstated in writing by the Venue Operator.
- 9.5 Your membership will be automatically cancelled upon Your death and Your Rewards and Special Offers will be deemed to be immediately forfeited.
- 9.6 If Your membership is terminated or cancelled for any reason, whether by You or by the Venue Operator, You are required to immediately return Your Membership Card to the Venue Operator.
- 9.7 The Venue Operator reserves the right to, at any time and from time to time, cancel the Program in whole or in part or suspend it for any period for any reason after giving 30 days' notice on the Website or at the Venue and 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.
- 9.8 In the event that the Membership Program is cancelled, You will have thirty (30) days from the date upon which the Venue Operator announces such cancellation, to redeem Rewards, after which time You will be deemed to have forfeited any Rewards not redeemed.

10. Privacy

- 10.1 The Venue Operator, may collect, hold, use, and disclose Your Personal Information in accordance with the privacy policy of the Venue Operator (available on the Website). You acknowledge that You have read the Venue Operator's privacy policy in full before joining the Membership Program.

- 10.2 If You do not provide the necessary Personal Information, Your application to become a Member may not be approved.
- 10.3 As part of the Program, the Venue Operator will provide from time-to-time Promotions, Special Offers and other advertising relating to Gaming Machines operated at the Venue to You by phone, post, email, or SMS. You may opt-out from receiving such communications at any time by writing to the Venue Operator.

11 Release, Discharge and Limitation of Liability

- 11.1 Subject to consumer guarantees set out in Division 1 of Part 3-2 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 and its Related Persons from any and all claims arising from any act or omission of any person in connection with these Rules, the Membership Program, Promotions, Rewards and Special Offers, including (without limitation) any errors or admissions (including negligence) in representations, information, publications or advertisements directly or indirectly pertaining to these Rules, the Wantirna Club Membership Program, Promotions, Points, Rewards and Special Offers;
 - (b) all express and implied warranties (whether statutory or otherwise) relating in any way to the subject matter of these Rules (including the Wantirna Club Membership Program, Promotions, Rewards and Special Offers) and any goods or services obtained by You in respect of Special Offers are excluded by the Venue Operator.
 - (c) the Venue Operator has no liability for any damage or loss incurred by You, whether directly or indirectly, in connection with Your membership of the Wantirna Club Membership Program, Promotions entered into, Rewards redeemed or Your participation in Special Offers and You release and discharge, and continue to release and discharge, the Venue Operator from any and all liability for any such damage or loss; and
 - (d) the Venue Operator will use reasonable endeavours to communicate notices and other relevant information to You whether at the Venue, 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 Rules and any notices or information concerning the Membership Program, Promotions, Rewards and Special Offers.
- 11.2 You acknowledge that You are solely responsible for any reporting requirement, taxes or other government charges or liabilities in relation to Your participation in the Wantirna Club Membership Program, Promotions and Special Offers and the earning and redemption of Rewards.

12 Governing Law

- 12.1 These Rules and the Wantirna Club Membership Program are governed by the laws of the State of Victoria.

13 Decisions of Venue Operator are Final

14 Decisions made by the Venue Operator in relation to membership and/or the administration of the Membership Program are final, and no correspondence will be entered into.

15 Interpretation and Definitions

- 15.1 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.

15.2 In these Rules:

- (a) **'Act'** means the *Gaming Regulation Act 2003* (Vic) as amended from time.
- (b) **'Australian Consumer Law'** has the meaning given to that term in the *Competition & Consumer Law Act 2010* (Cth);
- (c) **'Excluded Person'** means a person who is the subject of an exclusion order or interstate exclusion order (within the meaning of the *Casino Control Act 1991*) and any person who has excluded himself or herself from the Venue.
- (d) **'Kiosk'** means a kiosk situated at the Venue at which the Membership Card can be Used.
- (e) **'Membership Program'** means the Wantirna Club Membership program operated by the Venue Operator at the Venue and which is governed in accordance with these Rules.
- (f) **'Member'** means a person who has applied for and been accepted by the Venue Operator for membership in the Wantirna Club Membership Program.
- (g) **'Membership Card'** means the card issued to You by the Venue Operator in respect of Your membership at the Venue and upon which Rewards are recorded (and includes any temporary Membership Card issued to You);
- (h) **'Membership Application'** means the form required to be completed and submitted by You to become a Member of the Program.
- (i) **'Personal Information'** means any information or opinion about You, whether true or not, from which Your identity can be reasonably be ascertained, including without limitation:
 - i. Your personal details such as name, address, phone number, email address and date of birth and any other information provided in Your Membership Application.
 - ii. details in relation to Your patronage of the Venue including Rewards that You have accrued, requests You have made for Rewards (and the outcome of those requests), Special Offers and Promotions in which You have participated; and
 - iii. any other information which is "personal information" as defined in the *Privacy Act 1988* (Cth).
- (j) **'Promotion'** means a promotion offered to You from time to time as a member of the Membership Program.
- (k) **'Redemption Period'** means prior to the 31st of October each year.
- (l) **'Related Person'** means a director, officer, employee, agent, servant, contractor, advisor, or owner of the Venue Operator.
- (m) **'Rewards'** means benefits, facilities, vouchers, goods and services and arrangements which may, from time to time, be offered or provided to You by the Venue Operator in exchange for Rewards that You earn at the Venue, in accordance with these Rules.
- (n) **'Rules'** means these rules (being the rules of the Membership Program) and any amendments, additions or replacements made thereto from time to time by the Venue Operator in its absolute and sole discretion
- (o) **'Special Offer'** means an offer of goods or services which may from time to time be offered or provided to You via the Venue Operator (including via the Website, Kiosks, and through the promotional material of the Wantirna Club Membership Program), whereby such offers may be free of charge or provided in exchange for payment (such as, for example, an offer of a discount).
- (p) **'Use'** means, in relation to a Membership Card, to insert, swipe, touch or otherwise interface and exchange data between the Card and a Kiosk or one of the Venue's 'Point of Sale' locations, swipe or otherwise.
- (q) **'Venue'** means the Wantirna Club, 350 Stud Road, Wantirna, Victoria 3152.
- (r) **'Venue Operator'** means the Wantirna Club ABN 25 679 793 340.
- (s) **'Website'** means "the website operated by the Venue Operator – <https://www.wantirnaclub.com.au/>; and
- (t) **'You'** and **'Your'** means the person named in the Membership Application person who has applied for membership of the Program at the Venue.