

# REWARDS 365 TERMS & CONDITIONS 2015.

## REWARDS 365 MEMBERSHIP

1. REWARDS 365 is the member only, exclusive Loyalty Rewards Program offered by South Tweed Sports Club. Becoming a member of REWARDS 365 is free and open to all members of the club.
2. Guests can join the REWARDS 365 Loyalty Program by first joining the South Tweed Sports Club and paying the current/nominated Annual Membership Fee to become a Financial Member of the South Tweed Sports Club.
3. To join REWARDS 365, a Guest (non – member) must join the Club as a Club member.
4. There is a limit of one membership per club member and one REWARDS 365 card per member. All members unless barred from the Club are eligible to join. STS Club staff members are ineligible to join as the Club exclusion from gaming policy applies.
5. Membership and levels of membership (known as tiers) are provided based on member loyalty to the Club. Members may qualify for tiers based on the number of REWARDS 365 Status Points earned. As a member of the REWARDS 365 Loyalty Program your tier status will be reviewed periodically and may be adjusted according to the number of REWARDS 365 Status Points you have earned. At the CEO's discretion a new member may be allocated Membership at a level equal to that currently allocated to that them at another Club, Casino, Integrated Resort or On-line service provider of comparable goods & services.

## REWARDS 365 LOYALTY PROGRAM TERMS & CONDITIONS

6. REWARDS 365 terms ("Terms& Conditions – T&C's") – these T&C's, REWARDS 365 brochures and promotional material included at STS site (premises), on the STS website, social media, terms of entry and codes of conduct as issued by STS from time to time. In the event of any inconsistency, the latest version of the REWARDS 365 membership terms and conditions superseded all prior versions.
7. The T&C's (including all elements and benefits) may be changed at any time by the STS. Should the T&C's be changed, STS will in its best endeavours give REWARDS 365 members prior notice, including by making updated information available at STS and sometimes on the clubs websites and social media. Prior notice may not be given if we are required to make changes to act legally or in accordance with the requirements of a Government authority and the way in which we provide notice may be limited by law or the requirements of a Government authority.

## REWARDS 365 CARDS, TIERS & BENEFITS

8. REWARDS 365 Membership cards always remain the property of STS. When cancellation of Club Membership is executed by the Club for non compliance of T&C's and the Code of Conduct the Membership card must be returned upon our request.
9. A membership card is issued for your personal use only. You must not lend or share your card at any time, for any reason to another person/member/members.
10. You are responsible for keeping your REWARDS 365 Loyalty Card and Personal Identification

Number (PIN – See Player Account Clause below) secure as use of loyalty points/credit and benefits is, at all times, your responsibility including where there is misuse of your card or if your card is lost or stolen.

11. As a REWARDS 365 Member it is your responsibility to immediately notify us of changes in your details, of any lost, stolen or malfunctioning membership card or any unauthorised use of the card.
12. We may adjust your loyalty points, benefits or tier or we may cancel your membership if you misuse your REWARDS 365 Membership card, loyalty points, benefits or allow or enable someone else to do so. Your REWARDS 365 loyalty points may be adjusted by STS in the event they incorrectly accrue in your favour.
13. You are responsible for your loyalty points and benefits.
14. REWARDS 365 Loyalty points will expire as follows:
  - a. REWARDS 365 Dollars - If you do not use your membership card at least once every 90 days.
  - b. REWARDS 365 Status Credits - on your tier review date.
  - c. REWARDS 365 Rewards Points – inline with your Status Level or annually as per current conditions.
15. Limited Liability – STS may sometimes experience technical malfunctions and errors beyond our control. As such and under such circumstances STS will not be liable for the consequences to your REWARDS 365 membership and may adjust incorrectly accrued loyalty points, benefits and tier.
16. REWARDS 365 membership, cards, loyalty points and any other benefits and privileges are not transferable unless approved by the CEO and will lapse on an STS member's death or cancellation of the persons membership of STS.

## **CANCELLATION OF MEMBERSHIP & ACCESS TO THE REWARDS 365 LOYALTY PROGRAM**

17. You may cease/opt out of your membership at any time, including if you do not agree to any changes made to the REWARDS 365 program, including its terms & conditions, rewards & benefits. We ask that you return your membership card to STS when ending your membership. Upon ending your membership, all loyalty points and benefits are forfeited.
18. Your REWARDS 365 membership may also be ceased, or participation limited should we be required to do so in order to act legally or in accordance with the requirements of a Government authority.

## **PRIVACY**

19. Information about you, including information provided on this form and about your membership will be held by the STS. This information is collected for the purposes of operating REWARDS 365 and promoting our products, services, promotions and events. We may use and deal with your personal information in accordance with our the overarching STS Privacy Policy available on the club website <http://www.southtweedssports.com.au/terms-use/>
20. STS has a legal obligation to sometimes provide information to some third parties such as government gaming regulatory authorities and law enforcement agencies, as well as obligations

to collect personal information under laws such as anti-money laundering and counter terrorism financing legislation.

21. I agree to receive marketing material relating to the REWARDS 365 Program and Gaming Machine related marketing material as applicable. If a REWARDS 365 member does not wish to receive the above related material they must contact the club and advise the CEO in writing. A member may also opt out of the REWARDS 365 program at anytime by contacting the CEO or HOST VIP Manager in writing. As per clause 19 above, all loyalty points and benefits are forfeited at the time the membership is cancelled by the member.

## **PLAYER ACCOUNTS**

22. The security of money in player accounts is the responsibility of the both the registered club and the account holder. The government and its agencies take no responsibility for any losses that might occur from the account. An account holder is solely responsible for ensuring that the account holder's personal identification number ("PIN") is kept confidential and that no other person has access to the account holder's player card. The account holder is liable for any losses that might arise from, or in connection with, the account holder's failure to comply with such responsibilities.
23. All persons who play gaming machines in this Club, agree that they do so subject to conditions of [Gaming Machine Play] and the following rules, which shall be the terms and conditions for use of [Account Gaming] and [Rewards Scheme]. If you do not agree to these terms and conditions, you must not play the gaming machines or use the [Account Card Gaming] function. The decision of the Club as expressed by its officers and/or employees as to the interpretation of these rules shall be final.
24. The Club, by law, can only issue one play card per person. That person must be over the age of 18. If your card is lost or stolen you must immediately report this to the Club. A replacement card will be issued upon your request once you have completed the necessary declaration required by the Club.
25. The security of money in player accounts is the responsibility of both the Club and the account holder. The government and its agencies take no responsibility for any losses that might occur from the account.

## **PLAYER'S RESPONSIBILITIES**

26. The account holder is solely responsible for ensuring that the account holder's personal identification number ("PIN") is kept confidential and that no other person has access to the account holder's player card.
27. The account holder is liable for any losses that may arise from, or in connection with, the account holder's failure to comply with such responsibilities.
28. The Club takes no responsibility for any losses the player incurs as a result of playing gaming machines at the Club whether by coin, cash or player card. The

player acknowledges that certain linked jackpots may be electronically transferred to a winning machine's credit meter.

## **ACCOUNT LIMITS**

29. The account holder may at his/her discretion set a weekly account limit by written request to the Club. The request should state the amount that the player wishes to be restricted to each week. If a weekly account limit is set, the player may alter the limit by written request to the Club. If the player wishes to decrease the weekly limit, it will take effect within 24 hours after the request is received. If the notice is to increase the weekly account limit, the increase will not take effect until 48 hours after the notice is given to the Club.
30. The maximum balance of the account is \$5,000. When the balance exceeds \$5,000 and the player wishes to use their card on another machine, the player must withdraw the amount over \$5,000. Under no circumstances will a cash advance or form of credit be extended to the players, the player's card or account.
31. Interest is not payable on the funds maintained in the account and withdrawals of amounts over [\$5,000] will be paid by cheque. Any interest, which may accrue, is donated to a charity nominated by the Club.

## **PROTECTION OF CARD BALANCES**

32. The account holders' money is kept in a separate trust account. The Club is precluded by law from using those funds for any other purpose. The Club is required to ensure that at the end of each Business Day the balance held in the Trust Account is 20% greater than the Unexpired Card Balances at that time. Player information will not be released to any third party except where required by law or with your consent.

## **ACTIVITY STATEMENTS**

33. Monthly player activity statements will be provided to all account holders, if the account has been active, free of charge. If a player requires a copy of a previous months' activities a charge may be made.
34. By participating in [Account Card Gaming] and REWARDS 365 Loyalty Program you agree to be bound by the terms and conditions which are contained in this agreement and as may be varied and notified by the Club from time to time by posting on the Club's notice board or other prominent place in the Club.