



DIAMOND  REWARDS

**Your Favourite Venue**

Mrs Sally Sample

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# MEMBERSHIP RULES

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*Simply Brilliant*

## Diamond Rewards Customer Rules

These Rules set out the agreement between the person named in the attached membership application form and the Venue Operator in relation to their membership of the Program operated at the Venue by the Venue Operator.

### **1. Membership**

1.1 The Program is administered by the Venue Operator. Certain services relating to the Program may be provided by Tabcorp.

1.2 You must be over 18 years old and an Australian resident to join the Program.

You may be asked at any time to produce valid identification acceptable to the Venue Operator to evidence your eligibility to be a member of the Program. If the Venue Operator determines that you do not qualify on either or both of the age or residency grounds, or because you have refused to produce evidence acceptable to the Venue Operator, the Venue Operator will immediately reject your application for membership or cancel your existing membership (if any) and any Points that you may have accrued will be immediately forfeited.

1.3 In order to apply for membership of the Program, you must complete and sign the Program membership application form. By signing the membership application form you acknowledge that you have read, understood and agreed to be bound by these Rules.

1.4 The Venue Operator has the right to refuse your application for membership in its sole and absolute discretion and without providing you with any reason.

1.5 Only one membership per person is permitted at the Venue. Your Card is only operative at the Venue. If you wish to join a loyalty program of another venue that has adopted a Diamond Rewards program, you must apply separately to each such venue to be able to earn points, redeem rewards or participate in any promotions at those other venues.

1.6 Unless authorised by the Venue Operator (in its absolute discretion), Associated Persons of the Venue Operator and Tabcorp are ineligible to join the Program. If you are a member of the Program and you subsequently become an Associated Person of the Venue Operator or Tabcorp, your membership of the Program will be automatically terminated and your Points (if any) immediately forfeited without compensation.

1.7 Persons who are excluded from gambling activities at any venue that has adopted a Network Brand loyalty program are ineligible to join the Program. The membership of any person who becomes excluded after they have joined the Program will be automatically terminated and their Points (if any) forfeited. If it is discovered that for any reason an excluded person has joined the Network Brand loyalty program, their membership will automatically be terminated and their Points (if any) forfeited.

1.8 You will notify the Venue Operator as soon as possible if you change your name and present to the Venue Operator valid identification acceptable to the Venue Operator.

1.9 You will notify the Venue Operator in writing of any change of address as soon as possible.

### **2. Cards**

2.1 Only one Card per person is permitted. A Card issued to you is personal to you and may only be used by you for the purposes of your membership of the Program. 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.

2.2 Use of the Card by you indicates your continuing acceptance of these Rules.

2.3 It is your responsibility to protect your Card and take precautions against loss, theft or any unauthorized use. The Venue Operator does not accept any responsibility for misuse of lost or stolen Cards. You must immediately report to the Venue Operator any Card that is lost or stolen.

2.4 You must present identification acceptable to the Venue Operator in order to receive a replacement Card and you may be charged a fee for a replacement Card. The Venue Operator reserves the right to cancel your membership if you claim an excessive number (in the Venue Operator's sole opinion) of lost, stolen or damaged Cards.

2.5 The Venue Operator reserves the right at any time to require a person using a Card to provide valid identification acceptable to them to verify that that person is entitled to use that Card.

### **3. PIN**

3.1 You must use your Card (and may be required to enter a PIN) in order to be able to access your Program membership via a Kiosk.

3.2 You must not disclose your PIN to any other person for any purpose whatsoever.

3.3 The Venue Operator will not be liable for any unauthorised exchange of Points or any other entitlement, benefit or reward where a Card is lost or stolen or if a password becomes known to another person, whether or not you have contributed to this loss (for example, by indicating your password on your Card or by keeping a record of your password in any article in which your Card is also kept).

### **4. Points**

4.1 This section 4 applies to the extent that the Venue Operator elects or permits Points to be allocated in respect of the Program.

4.2 Points will not validly accrue on a Card whilst a person other than you uses your Card.

4.3 To earn Points, you must visit the Venue and use your Card at the Kiosk by swiping it in the card reader, or present your Card to Venue staff when making a purchase at any point of sale location within the Venue.

4.4 It is your responsibility to ensure that Points are actually registered when you use your Card at the Kiosk or other point of sale location. If you become aware that the Kiosk is not working, you should inform the Venue staff.

4.5 If you are a member of more than one venue that offers a Diamond Rewards membership program, your points are neither cumulative nor transferable (either between venues or to another person). You accrue points separately for each venue that you are a member of.

4.6 Unless as otherwise determined by the Venue Operator acting in its sole and absolute discretion and subject to change without prior notice to you, save that such changes will not be made retrospectively, the basis and the rate upon which you may earn Points is one (1) point per \$1.00 dollar of eligible spend in the Venue (excluding Gaming Machine spend).

4.7 The Venue Operator may, in its sole and absolute discretion, from time to time introduce additional means of earning Points, including vouchers and other special offers, in all cases subject to such terms and conditions as will be determined by the Venue Operator.

4.8 The Venue Operator reserves the right to adjust the number of Points that you have accumulated where any such Points have been accumulated as a result of any malfunction, operator fault, misrepresentation, misuse of your Card or as a result of any impropriety.

4.9 Unless otherwise specified by the Venue Operator, points that have not already been redeemed will automatically expire one year from the date that you earn them.

4.10 Any notice issued by the Venue Operator (whether via the Kiosk or otherwise) regarding the number of Points accrued to you will be final and conclusive.

### **5. Rewards**

5.1 The references to Rewards in this section 5 apply if Points are allocated under section 4.

5.2 You may request Rewards from time to time from the then available Rewards offered by the Venue Operator. Additional Points needed to obtain a Reward cannot be purchased.

5.3 Subject to paragraph 5.6, the Venue Operator will determine the number of Points required to redeem any Reward and the Venue Operator may change the number of Points required to redeem any Reward at any time without notice to you.

5.4 Rewards offered to you are subject to change and availability and may be subject to certain conditions. The Venue Operator reserves the right, in its sole and absolute discretion, to accept or reject upon reasonable grounds any request to receive a Reward without providing any reason to you.

5.5 Subject to 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, nor refunded for Points; and
- b) the Venue Operator does not make any warranties or representations to you in connection with any Rewards and expressly disclaims all liabilities (including for consequential and indirect loss) with respect to type, quality and standards of Rewards.

5.6 Notwithstanding paragraphs 5.3 and 5.5, if the Venue Operator makes a Representation to you that a Reward will be available for a defined period of time, or the amount of Points required to redeem a Reward will remain fixed for a defined period of time, then the Venue Operator will honour that Representation.

## **6. Promotions**

6.1 From time to time, you may be invited to participate in Promotions at the Venue. Participation in these Promotions may be subject to certain terms and conditions. Terms and conditions applicable to a Promotion 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, neither the Venue Operator nor Tabcorp makes any warranties or representations to you in connection with any Promotions (or any Prizes awarded under any Promotions) and expressly disclaims all liabilities (including for consequential and indirect loss) with respect to type, quality and standard of those Promotions and Prizes.

6.3 Notwithstanding paragraph 6.2, if the Venue Operator makes a Representation to you that a Prize will be awarded for a Promotion, then the Venue Operator will honour that Representation.

## **7. Third Party Offers**

7.1 Your membership of the Program may from time to time give you an opportunity to access Third Party Offers.

7.2 Even though membership of the Program may provide you with this opportunity, you acknowledge and agree that Third Party Offers are not offered or provided by the Venue Operator and that, subject to the Australian Consumer Law and to the extent otherwise permitted by law, the Venue Operator has no liability whatsoever to you in relation to the promotion or provision of Third Party Offers, even if branding for the Program is used in connection with Third Party Offers and even though you may access Third Party Offers, via the Kiosk, the Website or via other materials provided to you by the Venue Operator.

7.3 You also acknowledge that Third Party Offers may be subject to terms and conditions of the third party supplier and may be withdrawn at any time.

7.4 Third Party Offers may also require payment of a fee to the third party provider of the relevant Third Party Offer and this may require entry of your credit card details into the Kiosk for this purpose. You acknowledge that the Venue Operator does not record or capture your credit card numbers when you enter them using the Kiosk and you enter your credit card details in the Kiosk at your own risk.

## **8. Changes to the Program**

8.1 The Venue Operator reserves the right to, at any time and from time to time and without prior notice to you, make changes to the Program and the policies and procedures concerning the manner in which Points and Rewards can be earned and redeemed. The Venue Operator may also, at any time and from time to time and after 30 days' notice on the Website and on the Kiosks, make changes to these Rules.

8.2 A copy of the current Rules governing the Program may be obtained from the Venue, via the Kiosk or at the Website. You acknowledge that if there is at any time any inconsistency between the Rules obtained from these sources, the Rules included on the Website will take priority. You acknowledge and agree that it is your responsibility to at all times keep yourself apprised of the current Rules.

8.3 Changes will only be made to the Rules pursuant to this section 8 if those changes are reasonably necessary to protect the legitimate interests of either the Venue Operator or Tabcorp.

8.4 If a change is made to these Rules pursuant to this section 8 and that change will have a material detrimental effect on you the Venue Operator will notify you directly of that change (e.g. by mail, phone, email or SMS).

## **9. Termination or suspension of the Program**

9.1 If the Program is cancelled, you will have 30 days from the date of an announcement to this effect by the Venue Operator to request Rewards after which time you will be deemed to have forfeited any Points not redeemed.

9.2 If you wish to terminate your membership of the Program you may do so by providing written notice to the Venue Operator and returning your Card to the Venue. Any Points which have not been redeemed at the time of cancellation will be deemed to be immediately forfeited.

9.3 The Venue Operator may immediately terminate your membership of the Program if:

a) You do not strictly comply with any of the Rules or any procedures, policies or rules imposed by the Venue Operator;

- b) You do not comply with the terms and conditions relating to any Third Party Offer;
- c) You misuse your Card or that of another person; and/or
- d) You behave in a manner which the Venue Operator (in its sole discretion) considers to be dishonest, offensive, disruptive, intimidating, illegal and/or improper. If your membership is cancelled pursuant to this paragraph 9.3, any Points 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 you die, your membership will be automatically cancelled and your Points will be deemed to be immediately forfeited.

9.5 If your membership is terminated or cancelled for any reason, whether by you or by the Venue Operator, any Points you have accumulated will automatically be forfeited as of the date of termination (unless the Venue Operator determines otherwise) and you will not be eligible to receive any benefits offered under the Program. You are required to immediately return your Card to the Venue Operator when your membership is terminated or cancelled for any reason.

9.6 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 and on the Kiosk.

9.7 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 and the Venue Operator may cancel the Program at any time and from time to time without providing any reason. If the Venue Operator cancels the Program, you will have 30 days from the date of the Venue Operator's public announcement to this effect to redeem all Points, after which time any Points not redeemed will automatically be deemed to be forfeited.

## **10. Privacy**

10.1. The Venue Operator will collect, hold, use and disclose your Personal Information in accordance with the Privacy Act 1988 (Cth), the Venue Operator's privacy policy (if any) and the Tabcorp Privacy Policy (see [www.tabcorp.com.au/util\\_privacy.aspx](http://www.tabcorp.com.au/util_privacy.aspx)). You should read the Venue Operator's privacy policy (if any) and the Tabcorp Privacy Policy in full before joining the Program.

10.2. If you do not provide the necessary Personal Information to the Venue Operator, the Venue Operator may not be able to approve your application to join the Program.

10.3. Information about how to access and correct Personal Information held by the Venue Operator should be available in their privacy policy (if any). To access and/or correct Personal Information held by the Venue Operator, send them a written request (addressed to the Venue) and they will, to the extent that they are required to do so by law, provide you with access to, and the ability to correct, your Personal Information.

10.4. By agreeing to the Program Rules, you consent to receiving offers and promotional material from third parties (including, but not limited to Tabcorp), but you may withdraw that consent at any time by writing to the Venue Operator.

10.5. If you mark the relevant box(es) on the membership application form, you request to be contacted in relation to Promotions or Third Party Offers, using a particular method (e.g. phone, email or SMS). You can opt-out from receiving communications at any time, by writing to the Venue Operator. Further, you can also opt-out of receiving communications from Tabcorp at any time, by emailing the Tabcorp Privacy Officer at [privacy@tabcorp.com.au](mailto:privacy@tabcorp.com.au).

10.6. If you receive any communication from the Venue Operator that you have asked not to receive under paragraph 10.5, you must immediately inform the Venue Operator.

10.7. If you marked the relevant box on the membership application form, you request that the Venue Operator and Tabcorp and their Associated Persons send you gaming machine advertising in connection with gaming machines operated at the Venue.

## **11. General**

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 Associated Persons from any Claim arising from any act or inaction of any person in connection with the Program, Promotions, Prizes, Points, Rewards and Third Party Offers, including (without limitation) any errors or admissions (including negligence) in representations, information, publications or advertisements

directly or indirectly pertaining to the Program, Promotions, Prizes, Points, Rewards or Third Party Offers;

- b) all express and implied warranties (whether statutory or otherwise) relating in any way to the subject matter of these Rules (including, without limitation, in connection with the operation of the Program, Promotions, Prizes, Points and Rewards) and any goods or services obtained by you in respect of Third Party Offers) are excluded by the Venue Operator;
- c) the Venue Operator has no liability for any damage or loss incurred by you, directly or indirectly, in connection with your membership of the Program, Promotions entered into, Prizes won, Points received, Rewards redeemed or your use of Third Party 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 transmit notices and other relevant information to you whether via the Kiosk, 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 Program, the Rules and any notices or information.

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

11.3 Any tax assessment or other government charge or liability or reporting requirement in relation to your participation in the Program, Promotions, receipt of Prizes, the receipt or redemption of Points or the receipt of any Rewards is your sole responsibility.

11.4 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.

11.5 These Rules and the Program itself are governed by the laws of the state of Victoria.

11.6 In these Rules:

'Associated Persons' means the directors, employees (whether full-time, part-time or casual), Related Bodies Corporate, agents, contractors, advisors and owners of Tabcorp and the Venue Operator, respectively, (as is applicable).

'Australian Consumer Law' has the meaning given to that term in the Competition and Consumer Act 2010 (Cth).

'Card' means the card validly issued by the Venue Operator to you in relation to your membership of the Program at the Venue and upon which Points are recorded (and includes any temporary Card(s) issued to you).

'Claim' means any loss, cost, claim, liability, demand or damage.

'Kiosk' means the Program branded kiosk situated at the Venue.

'Network Promotion' means a promotion developed by Tabcorp for the purpose of enabling members to potentially be awarded Prizes by the Venue Operator.

'Permitted Purposes' means the purposes specified in paragraph 10.3.

'Personal Information' means any information or opinion (irrespective of the medium in which this is stored or kept) about you, whether true or not, from which your identity can be reasonably be ascertained, including without limitation:

- a) Details in relation to your patronage of the Venue;
  - b) Details in relation to Points that you have accrued;
  - c) Details in relation to requests you have made for Rewards (and the outcome of those requests); and
  - d) Your personal details such as name, address, phone numbers, email addresses and date of birth and any other information provided in your membership application form.
- 'Points' means points awarded by the Venue Operator to you when you visit the Venue and Present your Card to either the Kiosk or one of the Venue's points of sale locations.
- 'Present' means, in relation to a 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.
- 'Prize' means a prize, consisting of money, goods, additional Points or some other benefit, awarded by the Venue Operator to you as:
- a) part of a Venue Promotion, in which case the prize awarded shall be at the Venue Operator's sole discretion; or

b) part of a Network Promotion, in which case the prize awarded shall be at Tabcorp's discretion;

'Program' means the "Diamond Rewards" branded membership loyalty program operated by the Venue Operator at the Venue and which is governed in accordance with these Rules.

'Promotion' means a Venue Promotion or a Network Promotion or both, as the context requires.

'Related Body Corporate' has the meaning given to it in the Corporations Act 2001 (Cth).

'Representation' means a clear, explicit statement that is made in writing.

'Rewards' means benefits, facilities, goods and services and arrangements which may, from time to time, be offered or provided to you by the Venue Operator in exchange for Points that you earn at the Venue, in accordance with these Rules.

'Rules' means these rules (being the rules of the Program) and any amendments, additions or replacements made thereto from time to time by the Venue Operator in its absolute and sole discretion.

'Tabcorp' means Tabcorp Gaming Solutions (VIC) Pty Ltd ACN 141 733 575 or, as the context requires, any of its Related Bodies Corporate.

'Third Party Offers' means offers of goods or services which may from time to time be offered or provided to you by third parties via the Website, the Kiosk and/or the Program promotional material, and which are not provided in exchange for Points and which may be free or provided in exchange for payment (and may include, without limitation, discount programs). For the avoidance of doubt, Network Promotions are not considered to be Third Party Offers.

'Venue Promotion' means a promotion developed by the Venue Operator for the purpose of enabling members to potentially be awarded Prizes by the Venue Operator.

'You' or 'you' means a person who is eligible for membership of the Program and who is accepted as a member of the Program at the Venue and whose membership has not been cancelled or terminated.

'Website' means [www.diamondrewards.com.au](http://www.diamondrewards.com.au), the Venue Operator's website at which these Rules can be found.

**Venue details:**