



Club York Loyalty Program - York Rewards Terms & Conditions

1. Overview

1.1. These terms and conditions apply to the loyalty program for Club York here after referred to as York Rewards.

1.2. These terms and conditions overseeing the York Rewards program can change at the discretion of management.

1.3. Financial members of the club who are 18 years of age or older (excluding temporary members) are eligible to participate in York Rewards.

1.4. The Clubs employees are not eligible to participate in York Rewards.

1.5. An eligible member who participates in the York Rewards is bound by these terms and conditions. Failure to do so may result in the cancellation of a club membership.

1.6. The club (including its employees, agents and contractors) has no liability to any person for injury (including death), loss or damage whatsoever, however arising in connection with the promotion.

1.7. Player activity statements are available upon request.

2. Opting out

2.1. If a member does not wish to participate in the loyalty program they can opt out of the program.

2.2. Once a member opts out of the program that member will be unable to participate in any of the promotional rewards or benefits offered to York Rewards participants.

2.3. The club will take steps to ensure that the former participant does not receive promotional material relating to York Rewards loyalty program.

3. Earning Points

3.1. A member may only start to earn loyalty rewards points after:

- ✓ An application for the persons membership has been submitted to the club in accordance with the constitution of the club; and
- ✓ The Club has processed the participant's account.

3.2. All loyalty rewards points validly earned by a participant will be credited to the participants account.

3.3. A participant may not transfer accrued loyalty rewards points to any other member of the club.

3.4. Only one membership card is permitted per member at any one time.

3.5. A card issued to a member may only be used by that member. Any person found to be using another member's card will have all points removed from their account. The member will also face disciplinary action at the discretion of management.

3.6. The accrual of loyalty rewards points or the redemption of rewards points is not available in conjunction with any other, discount, promotion or program offered by the club.

3.7. Points are earned at a rate of one point for every \$10 you spend in one transaction at any POS within the club on food, beverages, selected show tickets or merchandise.

3.8. Points are earned at a rate of one point for \$8 turnover on Electronic Gaming Machines (EGM) and one point for every \$21 turnover on Multi Terminal Gaming Machines (MTGM). Rates of turnover for which points are given can be changed by The Club at any time without notice. Changes will be immediate and final.

3.9. One (1) Players Rewards Point equals one cent (1c).

3.10. If the module in a gaming machine is offline the member will play that machine at their own accord, no points will be added onto the members account as no details will be recorded in relation to the members' turnover.

Turnover will only be recorded on gaming machines where the module is online.

3.11. If any member plays the gaming machine with an invalid or error showing on their membership card no points will be added onto the members account as no details will be recorded in relation to the members' turnover.

3.12. The member must ensure that their membership card is inserted into the gaming module properly to accrue points & that the gaming module is working with lights showing and points showing.

3.13. To earn points at any point of sale (POS) terminal within the club a member's card must be presented at the time of purchase. No points will be added at a later date unless there is a technical fault at the time of purchase where points cannot be added onto a member's card.

3.14. By participating in York Rewards loyalty program a participant acknowledges that the club does not accept responsibility and does not accept liability for the theft, loss or misuse of or fault in the participant's membership card (including without limitation the failure of the membership card to accrue loyalty rewards points).

3.15. The club reserves the right to decide any matter or settle any dispute arising directly or indirectly out of or in connection to YORK REWARDS LOYALTY PROGRAM and the clubs decision on any such matter or dispute will be final and binding.

4. Tier Levels

4.1. There are four (4) levels of in York Rewards loyalty program. They are Platinum, Gold, Silver and Bronze.

4.2. All eligible members are automatically a Bronze level member

4.3. To be eligible for a Silver, Gold or Platinum membership the member must within a six month period earn the advertised amount of loyalty points.

4.4. All member promotions will be completed by the seventh business day of each month.

4.5 All tier reviews will be done each January and July.

4.6 Once a member has been promoted, they cannot be demoted for another review period or 6 months.

4.7 The club retains the right to manually move members into any tier level regardless of the amount of loyalty points a member has earned.

5. Tier Rewards

5.1. All rewards advertised are correct at time of printing. These rewards are subject to change.

5.2. All advertised tiering discounts apply to members using their points to pay for the entire purchase. No part payment options will be offered.

5.3. Any purchases of gift cards or any other rewards that can be deemed external to the club will not be eligible for a tiering discount.

5.4. Only utility bills can be used in conjunction with the clubs BPay system. No credit card or equivalent bills will be accepted.

6. Privacy

6.1. By participating in York Rewards the participant consents to the club collecting and retaining the Participant's information (including information concerning the Participant's membership) for the purposes of;

- ✓ Carrying out the functions and activities that are necessary for the Club to meet its obligations to the Participant under these terms and conditions;
- ✓ Disclosing the Participant's personal information to third parties who are engaged by the Club to assist it in meeting its obligations to a Participant under these terms and conditions
- ✓ Marketing the Club's goods and services to the Participant
- ✓ Disclosing the participant's personal information to selected third parties to allow them to market their goods and services to the Participant unless the Participant informs the Club otherwise in writing; and
- ✓ Meeting legal requirements or fulfilling any purpose authorised by or under law.

6.2. Subject to any applicable law the Club will, at the Participant's request, provide the Participant with access to personal information held by the Club.

6.3. If the Participant becomes aware that any personal information held by the Club is inaccurate, Incomplete or out of date the Participant must immediately advise the Club to enable the Club to update its records.

6.4. The club is committed to privacy and the safeguarding of member, visitor and staff personal information. Further information regarding the Club's Privacy policy is available from the Club on request.

7. Termination of the Rewards Program

7.1. A Participant may terminate his or her membership of the Club at any time in accordance with the Constitution of the Club at which time, all York Rewards loyalty program rewards points and which have been accrued but not redeemed will be permanently cancelled.

7.2. The Club may immediately terminate or suspend a Participant's participation in York Rewards if the club considers in its absolute discretion that the following has occurred:

- ✓ The Participant has failed to comply strictly with these terms and conditions. The Participant's Club membership expires, is cancelled or is suspended;
- ✓ The Participant's conduct is deemed to be offensive, dishonest, disruptive, intimidating, Unbecoming or prejudicial to the Club's interests;
- ✓ The Participant interferes with or misuses any Club equipment or property;

- ✓ The Participant dies or becomes bankrupt; or
- ✓ The Participant becomes an employee, agent or contractor of the Club.

7.3. If the Club terminates a participant's participation in York Rewards loyalty program rewards:

- ✓ All the loyalty rewards points which have been accrued but not redeemed will be Permanently wiped and will not be redeemable from the date of termination; and
- ✓ The Participant must immediately return his or her Membership Card to the Club.

7.4. The Club may suspend or terminate the operation of York Rewards loyalty program rewards at any time and without prior notice to participants and the club gives no warranty as to the continuing availability of York Rewards loyalty program rewards.

7.5. All Participants' acknowledge that due to legislative restrictions on gaming related Advertisements of the operation of York Rewards may only be displayed in certain areas within the Club's premises

8. Responsible Gaming and Service of Alcohol

8.1. 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.

8.2. The Club is committed to maintain the Responsible Service of Alcohol in a safe environment for all members, patrons, visitors and the local community. Service of alcohol will be denied to any person suspected of being under 18 years of age and to any who is that time considered to be in or approaching a state of intoxication.