

## **Sporties Rewards Program Terms and Conditions**

### **1. Introduction**

1.1. *Sporties Rewards Rules* (described as the “**Rules**”) contain the terms and conditions by which the *Sporties Rewards* loyalty program operates. The Rules are to be read in conjunction with any other terms and conditions which we publish from time to time, including any current Sporties Rewards brochure published by us.

1.2. These terms and conditions apply to the rewards scheme known as *Sporties Rewards*. The *Sporties Rewards* Program has been established and is administered by Moorebank Sports Club, ABN 21 002 081 905

1.3. The Club operates two premises known as

**Moorebank Sports Club** located at 230 Heathcote Road Hammondville NSW 2170.

**Sporties@Kareela** located at 1 Bates Drive Kareela NSW 2232

1.4. These terms and conditions are separately for the benefit, and separately enforceable by, each of the Club and the *My Choice Members’ Rewards* Scheme Partners. *My Choice Rewards partners may be* organisations with whom the Club has an arrangement concerning: -

1.4.1. the Club entering bonus or reward points (collectively “**Points**”) in the account held by the Club concerning you (**Rewards Account**) as a result of certain eligible transactions; and

1.4.2. those organisations supplying entitlement or benefits (**Rewards**) to you when the Club accepts and notifies them of a valid redemption request from you.

1.5. References to:

1.5.1. “**we**”, “**our**” and “**us**” are references to the Club and all Third Party Offers, each and any of whom may separately enforce these terms and conditions.;

1.5.2. “**member**” means an eligible member of *norths* who participates in Sporties Rewards under these rules and “**membership**” means that person’s membership of *Moorebank Sports Club*: and

1.5.3. “**Program Brochure**” means the brochure published by the Club as amended from time to time, on display on the Club’s website and containing participating facilities or other information which are deemed to form part of these Rules.

1.5.3.1 “**Rewards**” includes those entitlements or benefits supplied by the Club to you, unless otherwise stated.

1.6. Members are deemed to accept these Rules in accordance with Rule 2.1.

1.7 Moorebank Sports Club may amend the Rules from time to time. Members can access the current Rules at Reception.

1.8. Subject to any applicable law which cannot be excluded, *Moorebank Sports Club* and its officers, employees, agents and contractors accept no liability for any loss, damage or injuries suffered or sustained (including but not limited to direct or consequential loss or losses arising from negligence) by any Member arising directly or indirectly out of or in connection to *Sporties Rewards* and members release and discharge *Moorebank Sports Club*, officers, employees, agents and contractors from any liability for any such loss, damage or injury. If *Moorebank Sports Club* is liable to a Member in any way, then liability will be limited to:

- (a) crediting Points to their Rewards Account; or
- (b) replacing or resupplying a Reward, which *Moorebank Sports Club* considers is appropriate in connection with the relevant claim.

## 2. Membership

2.1. Membership to *Sporties Rewards* comes with an eligible person's membership of the Club but subject to confirmation of acceptance of these Rules to activate an eligible person's Rewards Account. It is a requirement of membership that you keep and maintain your Club membership. You must confirm acceptance of these Rules to activate your Rewards Account and in order to participate in *Sporties Rewards*.

2.2. There are 5 tiers of membership being Diamond, Platinum, Gold, Silver and Blue.

2.3. All eligible members automatically are granted the introductory level of Blue, subject to confirmation of acceptance of these Rules to activate their Rewards Account.

2.4. The member has the right to opt out of the *Sporties Rewards* program at any time, by notifying the Chief Executive Officer in writing.

2.5. You must promptly notify the Club in writing:

2.5.1. of any change in your address; and

2.5.2. if your membership card is lost, stolen, damaged or misused in any way.

2.6. Participation in *Sporties Rewards*, or by claiming or receiving Rewards constitutes an acceptance of these Rules and an agreement to comply with them.

2.7. Membership is only open to individuals and is not open to corporate entities or any other entities.

2.8. Membership of the *Sporties Rewards* is only available to individuals aged 18 years or over.

2.9. Members who are excluded or self-excluded shall have their Membership suspended or terminated (as the case may be) and bonus points removed.

2.10. To be eligible for any other tier (Diamond, Platinum, Gold, Silver and Blue) within the membership you must earn (and if specified from time to time, maintain) the number of Points required under *Sporties Rewards* within each month period (or such other period as we may specify from time to time) (**Membership Tier Period**).

The number of Points required to be earned (and if specified from time to time, maintained) for each tier membership will be published by us, which will be subject to change from time to time.

2.11. We reserve the right to make any changes to these terms and conditions, at any time, including to:

2.11.1. Create, amend or remove tiers of membership to which different terms and conditions apply including but not limited to the benefits applicable to each tier of membership of *Sporties Rewards*;

2.11.2. Set and change the method and rates of Point accrual and Rewards offered to you as part of the *Sporties Rewards*

2.11.3. Set and change the number of points required to be earning (and if specified from time to time, maintained) under the *Sporties Rewards* within any period for eligibility to any tier of membership within the program;

2.12. Moorebank Sports Club reserves the right to amend or alter the rules at anytime including, without the limitation, changes to:

2.12.1. these Rules (including the Program Brochure);

2.12.2. the type and availability of Rewards;

2.12.3. the number of Points required for the redemption of Rewards;

2.12.4. expiry or the accrual of Points;

2.12.5. duration of Membership Tier Period;

2.12.6. eligibility to be a Member of *Sporties Rewards* Program; and

2.12.7. the services and products available at Moorebank Sports Club.

*Moorebank Sports Club* will notify Members of any material detrimental change by making the updated Rules available on the web site and at Reception.

2.13. Promotional Offers can be varied at any time at the discretion of *Moorebank Sports Club* and will be subject to the specific terms and conditions of that promotional Offer.

2.14. It is the member's responsibility to ensure that they keep up to date with the Rules and the features and requirements of the *Sporties Rewards* Program.

2.15. You will be entitled to receive a monthly Player Activity Statement if during the monthly period covered by the Player Activity Statement you have inserted your membership card into the membership card console of a gaming machine while playing that gaming machine.

### **3. Membership cards**

3.1. A person is only entitled to one membership number, and is permitted only one valid membership card displaying that number (except where *norths* issues in its discretion an ancillary

- 3.2. All members who are eligible for membership of the Sporties Rewards tier levels (Diamond, Platinum, Gold) will receive a new membership card representing their level of participation.
- 3.3. It is the sole responsibility of the Member to safeguard their membership card and take precautions against the loss, or any unauthorised use, of their card.
- 3.4. The Member must sign their membership card upon issuance and regularly check that it is in their possession.
- 3.5. A membership card issued to the Member may only be used by that Member.
- 3.6. The Member must not give their membership card to another person or Member for any purpose whatsoever. A breach of this Rule shall be considered to be card misuse.
- 3.7. In the event that the Member's card is lost or stolen the Member must immediately report the loss or theft to *Moorebank Sports Club* (and may be required to produce a police report if requested by *Moorebank Sports Club*).
- 3.8. *Moorebank Sports Club* may replace a lost, stolen or damaged membership card in its discretion subject to *Moorebank Sports Club* Appropriate Identification requirements. *Moorebank Sports Club* reserves the right to charge a fee for replacement cards or to cancel a membership if a Member, in *Moorebank Sports Club* sole opinion, has claimed an excessive number of lost, damaged and/or stolen cards.

#### 4. Points and privileges

- 4.1. The participating facilities in the Program are set out in the *Sporties Rewards* brochure available at Reception and may be updated from time to time.
- 4.2. *Moorebank Sports Club* shall not be liable in any way for Rewards which are unavailable for redemption as a result of a technical malfunction, operator fault, misrepresentation for which *Moorebank Sports Club* is not responsible or any other reason outside *Moorebank Sports Club* reasonable control.
- 4.3. Rewards cannot be used in conjunction with other discount programs, offers or special events at *Moorebank Sports Club*, unless otherwise specified in the terms and conditions of a particular discount program, offer or special event.
- 4.4. Rewards are subject to availability (for example, services or goods may be in limited supply) and on a first come, first serve basis. Furthermore, *Moorebank Sports Club* may offer certain Rewards with limited availability to limited numbers of members within reward levels by giving priority to members with the highest number of points within a reward level at a particular time. For example, *Moorebank Sports Club* may offer VIP Parking to a limited number of members within the Diamond level based on the number of points they have accrued during the relevant **Membership Tier Period** or part thereof.
- 4.5. Platinum, Gold, Silver and Blue tiered members points will expire every year on 30<sup>th</sup> June. Diamond tier points do not expire.

4.6. Cardit, Cashless Gaming is available to members.

## 5. Earning points

- 5.1. Subject to these Rules (including without limitation, Rule 5), Points are awarded to Members for gaming turnover and non-gaming spend in participating facilities at *Moorebank Sports Club* and for other activities as *Moorebank Sports Club* may from time to time determine. Information in respect of the earning of Points is available at Reception.
- 5.2. The Member is not permitted to accrue Points or other benefits or Rewards as a result of play or spend by a person other than the Member named on the face of the membership card.
- 5.3. In order for Points to accrue to their membership card, it is the Member's responsibility to ensure that their card has been registered for the transaction.
- 5.4. *Moorebank Sports Club* will not be liable in any way in relation to the unavailability of Points or the incorrect accumulation of Points as a result of a technical malfunction, operator fault, misrepresentation for which *Moorebank Sports Club* is not responsible or any other reason outside *Moorebank Sports Club* reasonable control.
- 5.5. *Moorebank Sports Club* reserves the right to adjust the Member's Points balance and available Rewards where such there has been an error in the accumulation or calculation of Points and/or statement as to the availability of Rewards, including for the reasons set out in Rule 5.4.

## 6. Redeeming privileges

- 6.1. Subject to these Rules (including without limitation, Rule 5), *Moorebank Sports Club* may allow members to use their membership card for the purpose of claiming Rewards which *Moorebank Sports Club* chooses to make available.
- 6.2. *Moorebank Sports Club* obligation to provide any particular Rewards is limited to its obligations under these Rules. *Moorebank Sports Club* shall not be liable in any way to the Member in relation to the availability or withdrawal of particular Rewards.
- 6.3. *Moorebank Sports Club* may offer Rewards from time to time in accordance with approved activity recorded on a Member's membership card.
- 6.4. *Moorebank Sports Club* may offer Promotional Offers from time to time. Promotional Offers will vary and are subject to their own specific terms and conditions.

## 7. Membership Tiers/Levels

- 7.1. A Member will be assigned a Tier level based upon the criteria set out within the *Sporties Rewards Brochure*.
- 7.2. Membership levels will be reviewed each month and members can move up to a higher level at this time. Members can only be moved down one or more levels every 3 months.

- 7.3. Members can check what level they are on at any membership kiosk or when they insert their membership card in a gaming machine.
- 7.4. If a member disputes their level of points or allocated tiered level, they may do so in writing to the CEO – Moorebank Sports Club 230 Heathcote Road Hammondville NSW 2170.

## **8. Third party offers**

- 8.1. *Moorebank Sports Club* may make available to Members, Third Party Offers from time to time. It is acknowledged that the Third Party Offers, including any goods and/or services provided in respect of such offers, are not provided by *Moorebank Sports Club* but by the third parties.
- 8.2. To the extent permitted by law, *Moorebank Sports Club* does not accept any liability in respect of such Third Party Offers.
- 8.3. As Third-Party Offers are made by third parties, *Moorebank Sports Club* does not make any guarantee, promise or warranty in relation to such Third Party Offers. To the extent permitted by law, these Rules expressly exclude every warranty, condition, liability or representation concerning any goods or any services supplied by a Third-Party Offeror under or in connection with these Rules.
- 8.4. To the extent permitted by law, the liability of *norths* and its officers, employees or agents in respect of any Third Party Offer, including a claimed Reward not being awarded by the Third Party Offeror or a claim for breach of warranty or liability by Third Party Offeror, which by law cannot be excluded, restricted or modified, or under any express warranty, is limited, at *Moorebank Sports Club* option, to:
  - 8.4.1. re-crediting Points; or
  - 8.4.2. replacing or resupplying the Reward.

## **9. Privacy**

- 9.1. The information we collect arising directly or indirectly out of or in connection with your membership shall become and remain our property.
- 9.2. You consent to us collecting and retaining your personal information (including information concerning your membership) for the purposes of:
  - 9.2.1. Carrying out the functions and activities that are necessary for us to meet our obligations to you under these terms and conditions;
  - 9.2.2. Disclosing your personal information to third parties who are engaged by us to assist in meeting our obligations to you under these terms and conditions;
  - 9.2.3. Marketing our goods and services to you;
  - 9.2.4. Disclosing your personal information to selected third parties to allow them to market their goods and services to you unless you inform us otherwise; and

9.2.5. Meeting legal requirements or fulfilling any purpose authorised by or under law.

- 9.3. The Club will, at your request, provide you with access to your personal information held by the Club in accordance with the Club's Privacy Policy and the requirements of the *Privacy Act 1988 (Cth)*. Player Activity Statements are available upon request.
- 9.4. It is your responsibility to ensure that your personal information held by *Moorebank Sports Club* is accurate, complete and up-to-date. In accordance with the Club's Privacy Policy and the requirements of the *Privacy Act 1988 (Cth)*, you will be granted access to your personal information for the purposes of establishing that the information is accurate, complete and up-to-date.
- 9.5. Due to legal restrictions on gaming related advertisements, a notice informing members of *Moorebank Sports Club* of gaming related matters in connection with Sporties Rewards may only be displayed in certain areas within the premises of *the Club* (such as members notice boards) or sent to those members who have consented in writing to receive gaming advertising. If you do not so consent then we will be unable to send you any relevant notice about such matters in connection with Sporties Rewards.

## **10. Security of Rewards Account and Personal Identification Number (PIN) or Password**

- 10.1. The security of Points (and where permitted by us and by legislation, money) in your Rewards Account is the responsibility of *Moorebank Sports Club* and you. government and its agencies take no responsibility for any losses which might occur from the account. There are restrictions contained in the Gaming Machines Act and Regulations as to the maximum value of prizes that may be awarded under a Player Reward Scheme.
- 10.2. There are restrictions contained in Gaming Machines Act 2001 (NSW) AND Gaming Machines Regulation 2010 (NSW) as to the maximum value of prizes that may be awarded under a Player Reward Scheme (i.e. a system used in connection with gaming machines). Generally, *Moorebank Sports Club* is prohibited from providing a promotional prize exceeding \$1,000 value or paying cash, or exchanging any loyalty points, including Sporties Rewards for cash.
- 10.3. *Moorebank Sports Club* may request that a Member select a personal identification number (**PIN**) or Password in a form specified by *Moorebank Sports Club* to be issued to the Member for the purposes of protecting the information contained on their membership card from misuse, unauthorised access, modification or disclosure.
- 10.4. *Moorebank Sports Club* reserves the right to restrict a Member's ability to accrue Points or to redeem Rewards (as the case may be) by limited eligibility of membership to those members issued with PINs or Passwords.
- 10.5. Members are solely responsible for ensuring that their PIN or Password is kept confidential and that no other person has access to their membership card. Members are liable for any losses that might arise from, or in connection with their failure to comply with such responsibilities.

10.6. *Moorebank Sports Club* reserves the right to require a Member to reselect an alternative PIN or Password

10.7. In the event you forget your PIN or Password or request that your PIN be re-set, you will be required to present at least one item of acceptable photo identification.

10.8. You should not write your PIN or Password on your membership card or keep a record of your PIN or Password within any article in which you carry your membership card or which is likely to be lost or stolen simultaneously with your membership card.

10.9. We shall not be liable for:

10.9.1. any unauthorised dealing with your Points or redemption of Rewards (as the case may be); or

10.9.2. any other loss, damage or injury to you resulting from the disclosure of your PIN (whether such disclosure was intentional or not and includes disclosure which was negligent) to another person by us or by you.

## **11. Termination of the program**

11.1. *Moorebank Sports Club* may suspend the operation of the *Sporties Rewards* program or cease to operate the *Sporties Rewards* program at any time. Where possible, *Moorebank Sports Club* will provide three (3) months' notice of such suspension or cessation.

11.2. To the extent permitted by law, *Moorebank Sports Club* (including its officers, employees, agents and contractors) is not and will not be liable for any damages or any other loss whatsoever incurred by the Member (including consequential loss), either directly or indirectly in connection with the suspension or termination of *Sporties Rewards*.

11.3. The Club is not liable for any compensation to Members for unclaimed Reward or unredeemed Points if *Sporties Rewards* is suspended or terminated.

11.4. The Club may terminate or suspend a Member's membership of *Sporties Rewards* (at the Club's absolute discretion) if the Club believes (in its absolute discretion) that the following occurs:

11.4.1. The Member has failed to strictly comply with these terms and conditions;

11.4.2. The Member's Club membership expires, is cancelled or is suspended;

11.4.3. The Member's conduct is deemed to be offensive, dishonest, disruptive, intimidating, unbecoming or prejudicial to the Club's interests;

11.4.4. The Member interferes with or misuses any equipment or property; or

11.4.5. The Member dies or is bankrupt.

11.5. In the event your membership is terminated;

11.5.1 All of your Points and associated Rewards (whether they be Points and Rewards having accrued or not) will automatically be cancelled, excluding Infinity Plus card (and for the purpose of clarity will not be redeemable) from the time we terminate your Club membership; and

11.5.2 You must immediately return your Club membership card to us.

11.6 Nothing in these rules shall be interpreted as excluding or restricting and liability of the Club that is non-excludable by law and shall be read subject to the provisions of the Australian Competition and Consumer Act 2010 (Cth) and any other similar State or Territory Legislation which cannot be lawfully excluded. These Conditions shall otherwise have the maximum effect permitted by law.

## 12. Notices

We may give you any notice relating to *Sporties Rewards* by:

12.1.1. Publication of the notice on the Club's website or

12.1.2. Sending you the notice by pre-paid mail or email to your contact details as shown in the Club's membership register or

12.1.3. Handing the notice to you personally or

12.1.4. Placing the notice on the members' notice board of the Club's premises.

12.2. You may give us a notice by:

12.2.1. Sending it to the Club by pre-paid post or

12.2.2. Handing it to us at the Club's reception or

12.2.3. Emailing it to [info@sportiesgroup.com.au](mailto:info@sportiesgroup.com.au)