



# 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 at premises known as **Moorebank Sports Club** located at 230 Heathcote Road Hammondville NSW 2170.

1.4. These terms and conditions are separately for the benefit, and separately enforceable by:

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 *Moorebank Sports Club* 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**” or “**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.

1.5.4. “**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 or on our website.

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

2.3. There are 5 Tiers of membership being Diamond, Platinum, Gold, Silver and Blue.

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

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

2.6. You must promptly notify the Club in writing:

- 2.6.1. of any change in your address; and
- 2.6.2. if your membership card is lost, stolen, damaged or misused in any way.



2.7. Membership is only open to:

- 2.7.1. individuals and is not open to corporate entities or any other entities; and
- 2.7.2. individuals aged 18 years or over; and
- 2.7.3. individuals not subject to a current ban or suspension from our venue.

2.9. Members who are self-excluded shall:

- 2.9.1. have their Membership suspended or terminated in the case of a full venue self-exclusion; or
- 2.9.2. have select rewards, such as many Reward Kiosk functions, revoked in the case of a partial or gaming room only self-exclusion.

2.10. To be eligible for any other Tier (Diamond, Platinum, Gold and Silver), you must earn and maintain the number of Points required under *Sporties Rewards*. The number of Points required to be earned for each Tier will:

- 2.10.1. exclude Points won as a prize via any promotion; and
- 2.10.2. be published by us via the program brochure, 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*; and
- 2.11.2. set and change the method and rates of Point accrual and Rewards offered to you as part of the *Sporties Rewards*; and
- 2.11.3. set and change the number of Points required to be earned and 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 any time including, without limitation, changes to:

- 2.12.1. these Rules (including the Program Brochure); and
- 2.12.2. the type and availability of Rewards; and
- 2.12.3. the number of Points required for the redemption of Rewards; and
- 2.12.4. expiry or the accrual of Points; and
- 2.12.5. duration of Membership Tier Period; and
- 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.



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

2.14. 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.

2.15. 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.

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

### **3. Membership Cards**

3.1. Members are only entitled to one membership number, and only one valid membership card displaying that number is permitted (except where *Moorebank Sports Club* issues in its discretion).

3.2. 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.

3.3. A membership card issued to the Member may only be used by that Member.

3.4. 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 card misuse.

3.5. If the Member's card is lost or stolen the Member must immediately report the loss or theft to *Moorebank Sports Club*.

3.6. *Moorebank Sports Club* may replace a lost, stolen or damaged membership card at our discretion. *Moorebank Sports Club* reserves the right to charge a fee for replacement cards if in *Moorebank Sports Club* sole opinion, has claimed an excessive number of lost, damaged and/or stolen cards.

### **4. Rewards**

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 because 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,

4.4.1. and where possible, *Moorebank Sports Club* will provide an alternative Rewards at a similar value if Reward is unavailable.

4.5. Gold, Silver and Blue Tiered members Points will expire every year on 30th June. Diamond and Platinum Bonus Points do not expire.

4.6. Cardit, Cashless Gaming is available to members.

4.7. *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.

## **5. Earning Points**

5.1. Subject to these Rules, Points are awarded to Members for gaming turnover and non-gaming spend at participating facilities at *Moorebank Sports Club* and for other activities as *Moorebank Sports Club* may determine from time to time. 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. 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 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 5.2. and Rule 5.4.

## **6. Membership Tiers**

6.1. A Member will be assigned a Tier based upon the criteria set out within the *Sporties Rewards Brochure*.

6.2. Tier promotion is automatic when the criteria set out within the *Sporties Rewards Brochure* is met by the Member.

6.3. Members can check what level they are on at any membership kiosk or when they insert their membership card in a gaming machine.

6.4. Tier downgrades will be complete every 6 months, and members that have not met the maintenance criteria set out within the *Sporties Rewards Brochure* will be moved to the Tier matching their Point accrual.

6.5. If a member disputes their level of Points or allocated Tier level, they may do so in writing to the CEO – *Moorebank Sports Club*, 230 Heathcote Road Hammondville NSW 2170.

## **7. Third Party Offers**

7.1. *Moorebank Sports Club* may make Third Party Offers available to Members 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.

7.2. To the extent permitted by law, *Moorebank Sports Club* does not accept any liability in respect of such Third Party Offers.

7.3. 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.



7.4. To the extent permitted by law, the liability of *Moorebank Sports Club* 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:

- 7.4.1. re-crediting Points; or
- 7.4.2. replacing or resupplying the Reward.

## **8. Privacy**

8.1. The information we collect directly or indirectly from or in connection with your membership shall become and remain our property.

8.2. You consent to us collecting and retaining your personal information (including information concerning your membership) for the purposes of:

- 8.2.1. carrying out the functions and activities that are necessary for us to meet our obligations to you under these terms and conditions; and
- 8.2.2. 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; and
- 8.2.3. marketing our goods and services to you; and
- 8.2.4. 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
- 8.2.5. meeting legal requirements or fulfilling any purpose authorised by or under law.

8.3. 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.

8.4. 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 purpose of establishing that the information is accurate, complete and up to date.

8.5. Due to legal restrictions on gaming related advertisements, a notice informing members of *Moorebank Sports Club* 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.



## **9. Security of Rewards Account and Personal Identification Number (PIN)**

9.1. The security of Points 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.

9.2. 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:

- 9.2.1. providing a promotional prize exceeding \$1,000 value; or
- 9.2.2. paying cash; or
- 9.2.3. exchanging any Loyalty Points, including Sporties Rewards for cash.

9.3. *Moorebank Sports Club* may request that a Member selects a PIN in a form specified by *Moorebank Sports Club* to be issued to the Member for the purpose of protecting the information contained on their membership card from misuse, unauthorised access, modification or disclosure.

9.4. Members are solely responsible for ensuring that their PIN 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.

9.5. *Moorebank Sports Club* reserves the right to require a Member to reselect a PIN.

9.6. In the event you forget your PIN or request that your PIN be re-set, valid identification may be required prior to the request being fulfilled.

9.7. We shall not be liable for:

- 9.7.1. any unauthorised dealing with your Points or redemption of Rewards (as the case may be); or
- 9.7.2. 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.

## **10. Termination of the program**

10.1. *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 notices of such suspension or cessation.





10.2. 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*.

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

10.4. The Club may terminate or suspend a Member's Membership of *Sporties Rewards* (at the Club's absolute discretion) if the Club believes:

- 10.4.1. the Member has failed to strictly comply with these terms and conditions; or
- 10.4.2. the Member's Club membership expires, is cancelled or is suspended; or
- 10.4.3. the Member's conduct is deemed to be offensive, dishonest, disruptive, intimidating, unbecoming or prejudicial to the Club's interests; or
- 10.4.4. the Member interferes with or misuses any equipment or property; or
- 10.4.5. the Member dies.

11.5. In the event your membership is terminated (with the exception of Rule 10.4.5.), all of your Points and associated Rewards (whether they have accrued or not) will automatically be cancelled, excluding Infinity Plus card.

11.6. In the event a membership is terminated due to Rule 10.4.5., accrued Rewards may be reissued to a related Member at the absolute discretion of *Moorebank Sports Club*.

10.7. Nothing in these rules shall be interpreted as excluding or restricting any 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. These Conditions shall otherwise have the maximum effect permitted by law.

## **11. Notices**

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

- 11.1.1. publication of the notice on the Club's website; or
- 11.1.2. sending you the notice by mail or email; or
- 11.1.3. handing the notice to you personally; or
- 11.1.4. placing the notice on the members' noticeboard on the Club's premises.

11.2. You may give us a notice by:

- 11.2.1. Sending it to the Club by pre-paid post or
- 11.2.2. Handing it to us at the Club's reception or
- 11.2.3. Emailing it to [info@sportiesgroup.com.au](mailto:info@sportiesgroup.com.au)