

Kogarah Clubhouse, Club Loyalty Program - KC Rewards

Terms & Conditions

1. **Preliminary**

- 1.1 These terms and conditions apply to the loyalty program for Kogarah Clubhouse ("the Club") here after referred to as KC Rewards.
- 1.2 These terms and conditions and the KC Rewards may be amended, suspended or terminated by the Club, in its absolute discretion, at any time without notice. Participants are precluded from making any claim against the Club for any compensation in respect of any damage or loss in respect of any amendment, suspension or termination.
- 1.3 Financial members of the Club who are 18 years of age or older (excluding temporary members) are eligible to participate in KC Rewards.
- 1.4 To become a member of the Club:
 - (a) An application for membership must be submitted to the Club in accordance with the Club's Constitution; and
 - (b) The application must be approved in accordance with the Club's Constitution.
- 1.5 Any person who participates in the KC Rewards is bound by these terms and conditions.
- 1.6 Participants use KC Rewards at their own risk. The Club (including its employees, agents and contractors) excludes all liability in respect of any injury (including death), loss or damage however arising in connection with KC Rewards. For the avoidance of doubt, the Club will not be responsible for the theft, loss, misuse of or fault in the participant's membership card (including without limitation the failure of the membership card to accrue KC Rewards Reward Points).

1.7 The Club reserves the right to decide any matter or settle any dispute arising directly or indirectly out of or in connection to the KC Rewards and the Club's decision on any such matter or dispute will be final and binding.

2. Player Activity Statements

2.1 Player Activity Statements are available on request. A member can request a Player Activity Statement at any time by contacting the manager on duty.

3. Points

- 3.1 All KC Rewards reward points validly earned by a participant will be credited to the participant's account.
- 3.2 A participant may not transfer accrued KC Rewards reward points to any other member of the Club.
- 3.3 Only one membership card is permitted per participant at any one time.
- 3.4 A card issued to a participant may only be used by that participant and must not be used by another person.
- 3.5 If a participant uses another person's card, all KC Rewards Reward Points on the participant's card will be deleted.
- 3.6 The accrual of KC Rewards reward points or the redemption of KC Rewards reward points are not available in conjunction with any other, discount, promotion or program offered by the Club.
- 3.7 One (1) KC Rewards Reward point will be accumulated at the following rates:
 - (a) One point for every dollar spent on food & beverage
 - (b) One point for every \$10 turnover in Electronic Gaming Machines (EGM's)
 - (c) One point for every \$40 turnover in Multi Terminal Gaming Machines (MTGM's)
- 3.8 Your KC Rewards Reward Points are earned at the advertised rates in respect of:
 - (a) designated purchases at selected point of sale (POS) within the Club; and
 - (b) turnover on Electronic Gaming Machines (EGM);
 - (c) turnover on Multi Terminal Gaming Machines (MTGM)
- 3.9 Turnover will only be recorded on gaming machines where the card acceptor is online and in working order. A participant acknowledges that:

- (a) a card acceptor is online and in working order if the card acceptor's lights are on and a participant's points are displayed.
- (b) a card acceptor is offline or not in working order if the lights are not on and/or the participant's points are not displayed and/or an error message is displayed.
- if a card acceptor is not working or is offline or an error message is displayed, a participant will still be able to play the machine, however, no KC Rewards Reward Points will be accrued to the member's account (as no details will be recorded in relation to the members' turnover)
- (d) it is their responsibility to ensure that their membership card is correctly inserted into the card acceptor and that the card acceptor is online and in working order.
- 3.10 To earn points at any POS terminal within the Club a member's card must be presented and swiped at the time of purchase.
- 3.11 Unless advertised otherwise, tiering points (demotions) will expire on 1st March or 1st September each year.
- 3.12 Bonus points will expire 31st December each year

4. Tier Levels

- 4.1 There are four (4) levels in the KC Rewards loyalty program. They are Platinum, Gold, Silver & Bronze
- 4.2 To be eligible for a Platinum, Gold, Silver or Bronze membership the participant must, during the Club's qualification period, accumulate the advertised amount of KC Rewards reward points.
- 4.3 Tier reviews will be conducted on a monthly basis in accordance with the following:
 - if a participant has accumulated sufficient points and is eligible for a higher tier, the participant will be promoted to the applicable higher tier; and
 - (b) if, during the March or September reviews, a participant does not have sufficient points to remain in their tier, the participant will be demoted to the applicable lower tier (demotions will only occur during the March and September reviews);
 - (c) If applicable, a participant's promotion or demotion will be completed by the seventh business day of the month.
- 4.4 A participant may purchase a tier level.

5. Tier Rewards

- 5.1 A participant will be entitled to the advertised benefits associated with their relevant tier level.
- 5.2 Bonus points including visitation, birthday & promotional points do not contribute to tiering levels
- 5.3 Points earned not available on cigarette purchases
- 5.4 Points earnt on Food & Beverage purchases available at participating outlets only
- 5.5 Hospitality Account redeemable on Non-Alcoholic purchases only within the club, account balance not accruable. Balance resets 1st day of the month
 - a) Balance of \$200 club balance available to platinum tiered members
 - b) Balance of \$100 club balance available for gold tiered members
- 5.6 Premium Beverages Includes Non-Alcoholic Beverages only. Platinum Tier 2 per Day, Gold 1 per day
- 5.7 Complementary snack food at a rate of 2 per day for Platinum members & 1 per day for Gold Tiered Members
- 5.8 All rewards can be changed without notice
- 5.9 Points earned can be used to purchase gifts cards, no pay-by-points discounts apply to gift card redemptions.
- 5.10 KCH uber/courtesy service
 - (a) Available to platinum and gold members only
 - (b) For use on trips exclusively to and from the Kogarah RSL Club
 - (c) Credit resets at the beginning of each month.
 - (d) Gold 4 x \$15 dollar trips & platinum 8 x \$15 trips available to members of the respective tiers

6. **Privacy**

- 6.1 By participating in KC 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:
 - (a) Carrying out the functions and activities that are necessary for the Club to meet its obligations to the Participant under these terms and conditions and KC Rewards;
 - (b) 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 and KC Rewards;
 - (c) Marketing the Club's goods and services to the Participant;
 - (d) 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
 - (e) 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. Opting Out, Suspension and Termination of KC Rewards

- 7.1 If a participant does not wish to participate in the KC Rewards they can opt out at any time by contacting the manager on duty. If a participant opts out of the KC Rewards their accrued points will be cancelled and they will cease to be entitled to any of the benefits provided by KC Rewards.
- 7.2 A participant may terminate his or her membership of the Club at any time in accordance with the Club's Constitution. The Club may terminate a participant's membership of the Club in accordance with the Club's Constitution. If a participant's membership of the Club is terminated, their accrued points will be cancelled and they will cease to be entitled to any of the benefits provided by KC Rewards.
- 7.3 The Club may suspend a participant from participating in KC Rewards in any of the following circumstances:

- if the participant's membership of the Club is suspended in accordance with the Club's Constitution; or
- (b) if the participant becomes an employee, agent or contractor of the Club.
- 7.4 These terms and conditions and the KC Rewards may be amended, suspended or terminated by the Club, in its absolute discretion, at any time without notice. Participants are precluded from making any claim against the Club for any compensation in respect of any damage or loss in respect of any amendment, suspension or termination.

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 as well as perform self-exclusions & third party exclusions upon request.
- 8.2 All members acknowledge that due to legislative restrictions on gaming related advertisements, the operation of KC Rewards may only be displayed in certain areas within the Club's premises.
- 8.3 The Club is committed to maintain the Responsible Service of Alcohol in a safe environment for all members, guests and the local community. Service of alcohol will be denied to any person suspected of being under 18 years of age and to anyone who is considered to be in or approaching a state of intoxication.