

2023

2024



*Your Club*

**UNRESTRICTED/ FULL  
MEMBER**

**Terms & Conditions**

## TERMS AND CONDITIONS

1. Rules 1.1 These Rules apply to your membership of the Program operated at Mulgrave Country Club. 1.2 By signing the membership application, becoming a member of the Program, using your Card or using any of the benefits arising from the Program you will be taken as having been bound by these Rules, and will be taken to have given the privacy consents referred to in these Rules. 1.3 You acknowledge that you have read and understood these Rules. It is your responsibility to ensure that you are up to date with these Rules.

2. Changes to the Program and Rules 2.1 Mulgrave Country Club reserves the right to, at any time and without prior notice to you, change the Program and the policies and procedures concerning the manner in which Points and Rewards can be earned and redeemed. 2.2 Mulgrave Country Club may also, at any time and after 14 days' notice by public notice displayed at the Venue, change these Rules. 2.3 A copy of the current Rules may be obtained from the Venue or at the Website. You acknowledge that if there is any inconsistency between the Rules obtained from these sources, the Rules on the Website will take priority. 2.4 Changes will only be made to the Rules pursuant to this section 2 if they are reasonably necessary to protect the legitimate interests of Mulgrave Country Club. 2.5 If a change is made to these Rules pursuant to this section 2 and it will have a material detrimental effect on you, Mulgrave Country Club will notify you directly of that change (e.g. by mail, phone, email or SMS).

3. Membership 3.1 The program is provided and administered by Mulgrave Country Club. 3.2 You must be at least 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 Mulgrave Country Club to evidence your eligibility. 3.3 If you do not qualify or are unable to produce evidence acceptable to Mulgrave Country Club, Mulgrave Country Club will immediately reject your membership application or cancel your existing membership (if any) and any Points that you may have accrued will be immediately forfeited. 3.4 Excluded Persons are ineligible to join the Program. The membership of any person who is or becomes an Excluded Person will be automatically terminated and their Points (if any) forfeited. 3.5 You agree and acknowledge that it is your responsibility to inform the Venue Operator if you become an Excluded Person. 3.6 To apply for membership of the Program, you must complete and sign the Program membership application form. You acknowledge and agree that all information that you provide on your Program membership application form is true and correct. 3.7 Mulgrave Country Club has the right to refuse your application for membership in its sole and absolute discretion and without providing you with any reason. 3.8 Only one membership per person is permitted. 3.9 If you are a member of the Program and you subsequently become an Associated Person of the Venue Operator, your membership will be automatically terminated and your Points (if any) immediately forfeited without compensation. 3.10 You agree that you will not attempt to obtain membership of the Program or transact using your membership whilst you are intoxicated and you understand that you are fully liable for your actions and all activity regarding your membership whilst you are intoxicated. 3.11 You must not allow a minor to use your Card and must not disclose any of your membership details including your security details (including your PIN) to any minor.

4. Notices 4.1 An electronic communication from Mulgrave Country Club will satisfy any requirement for a written communication including for a written notice under these Rules unless otherwise stated. 4.2 Any electronic communication sent to you by Mulgrave Country Club will be taken to be received by you on the next business day after it was sent, provided Mulgrave Country Club has sent it to the most current email address provided by you. An electronic communication that you send to Mulgrave Country Club will be taken to be received by Mulgrave Country Club on the next business day after you send it, provided you send it to the most current email address provided by Mulgrave Country Club. 4.3 It is your responsibility to ensure that your contact details, including your email address is current at all times. Mulgrave Country Club takes no responsibility for delays or non-receipt of information due to your failure to keep your contact information up to date. 4.4 You will notify Mulgrave Country Club in writing of any change of email address and postal address as soon as possible. Mulgrave Country Club may require any reasonable written proof necessary to verify the change.

5. Cards 5.1 Only one Card per person. 5.2 Mulgrave Country Club reserves the right at any time to require a person using a Card to provide valid identification to verify that that person is entitled to use that Card.

6. PIN 6.1 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. 6.2 You must not disclose your password to any other person for any purpose whatsoever. 6.3 Mulgrave Country Club will not be liable for any unauthorised use, redemption of Points or any other entitlement as a result of your Card being lost or stolen or if a password becomes known to another person.

7. Points 7.1 You will earn Points for gaming turnover in a Gaming Machine located at Mulgrave Country Club in which your Card is inserted at the time of the spend. 7.2 You will earn points from non-gaming turnover so long as the card is presented and swiped at point of purchase (where applicable). 7.3 You may earn points for visitation via the Kiosk at the discretion of Mulgrave Country Club. 7.4 Points will only be credited to your Card in respect of accumulated whole dollar bets placed on Gaming Machines. 7.5 It is your responsibility to ensure that Points are

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actually registered when you use your Card at the Kiosk or a Gaming Machine. 7.6 If you become aware that the Kiosk is not working, you should inform Venue staff. 7.7 Your membership is personal to you. Your membership and benefits associated with being a member of the Program (including Points) are not transferable to anyone else, even in the event of your death. Points are not exchangeable for cash. 7.8 Unless as otherwise determined by Mulgrave Country Club 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 \$10.00 of turnover on Gaming Machines and one (1) point per \$1.00 of turnover on food and beverages at the Venue. 7.9 Mulgrave Country Club may at any point in time and at their own discretion adjust the point ratio and value. 7.10 Mulgrave Country Club 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 determined by Mulgrave Country Club. 7.11 Mulgrave Country Club 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, Mulgrave Country Club fault or mistake, misrepresentation, where there has been misuse or Mulgrave Country Club reasonably suspects that there has been misuse of your Card or as a result of any impropriety. 7.12 Unless otherwise specified by Mulgrave Country Club, Points will automatically expire on their 12 month anniversary. 7.13 Any notice issued by Mulgrave Country Club (whether via the Kiosk, Gaming Machine in the Venue, Activity Statement or otherwise) regarding the number of Points accrued to you will be final and conclusive.

8. Rewards 8.1 Points that you have accrued can be exchanged for available Rewards offered by Mulgrave Country Club. 8.2 If you do not have enough Points to obtain a particular Reward, you will not be able to claim that item. Additional Points cannot be purchased. 8.3 Subject to paragraph 8.6, Mulgrave Country Club will determine the number of Points required to redeem for any Reward and may change the number of Points required to redeem for any Reward at any time without notice to you. 8.4 Rewards are subject to change and availability and may be subject to certain conditions. Mulgrave Country Club 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. 8.5 Subject to consumer guarantees set out in Division 1 of Part 3.2 of Schedule 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) Mulgrave Country Club 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 and your use of the Rewards. 8.6 Notwithstanding paragraphs 8.3 and 8.5, if Mulgrave Country Club 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 Mulgrave Country Club will honour that Representation. 8.7 Rewards will not comprise any gaming products or services and Points cannot be used as credit on Gaming Machines.

9. Promotions 9.1 From time to time, you may be invited to participate in Promotions. 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. 9.2 Subject to consumer guarantees set out in Division 1 of Part 3-2 of Schedule 2 of the Australian Consumer Law and to the extent otherwise permitted by law, makes no 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. 9.3 Notwithstanding paragraph 9.2, if Mulgrave Country Club, makes a Representation to you that a Prize will be awarded for a Promotion, Mulgrave Country Club, will honour that Representation.

10. Third Party Offers 10.1 Your membership of the Program may from time to time give you an opportunity to access Third Party Offers. 10.2 Notwithstanding that you may access Third Party Offers via your membership of the Program, you acknowledge and agree that Third Party Offers are not offered or provided by the Mulgrave Country Club and that, subject to the Australian Consumer Law and to the extent otherwise permitted by law, Mulgrave Country Club has no liability whatsoever to you in relation to 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 and/or via other materials provided to you by Mulgrave Country Club. 10.3 You acknowledge that Third Party Offers may be subject to terms and conditions of the third party supplier and may be withdrawn at any time. 10.4 Third Party Offers may require a 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. If you choose to take up the Third Party Offer you acknowledge you enter your credit card details in the Kiosk at your own risk.

11. Player Activity Statements 11.1 By joining the Program you agree to receive Player Activity Statements.

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11.2 At least once a year, you will receive a Player Activity Statement by email unless you have elected (on your membership application form or have notified Mulgrave Country Club by notice in writing) to collect your Player Activity Statement from Mulgrave Country Club as per requested. 11.3 If you have elected the Collection Option, you will within 7 (seven) days after your Player Activity Statement is prepared, be notified by email that your Player Activity Statement is available for collection from Mulgrave Country Club (Collection Notice). 11.4 If you do not collect your Player Activity Statement within one (1) month of the date of the Collection Notice, your membership in the Program will be automatically suspended until you collect the Player Activity Statement or until your membership in the Program is terminated in accordance with clause 11.6 (whichever is the first to occur) (Suspension Event). 11.5 If you do not collect your Player Activity Statement within three (3) months of the date of the Collection Notice, your membership in the Program will automatically terminate and any Points you have accumulated will automatically be forfeited (Termination Event). 11.6 Mulgrave Country Club will notify you in writing if a Suspension Event or a Termination Event occurs. 11.7 Additional copies of your Player Activity Statement can be obtained from the Mulgrave Country Club on written request. Mulgrave Country Club may in its sole discretion charge a fee not exceeding \$20 for each additional Player Activity Statement.

12. Setting Time Limits 12.1 You can at any time set a limit on the amount of time, in any 24 hour period determined by Mulgrave Country Club, that you play Gaming Machines to earn Points (Time Limit) by giving notice to Mulgrave Country Club (Time Limit Notice). 12.2 You can change the Time Limit (New Time Limit) at any time by giving Mulgrave Country Club a new notice (Revised Time Limit Notice). 12.3 If the New Time Limit is an increase of the current Time Limit that has been set, this change will not take effect until the time determined by Mulgrave Country Club (which will be at least 24 hours after the Revised Time Limit Notice is received by the venue). 12.4 You are not permitted to continue playing Gaming Machines as part of the Program and you will not accrue any Points for playing Gaming Machines when your Time Limit or any New Time Limit is reached.

13. Setting Loss Limits 13.1 You can set a limit on: (a) your net loss when playing Gaming Machines as part of the Program in any 24 hour period determined by Mulgrave Country Club (Loss Limit) by giving notice to Mulgrave Country Club (Loss Limit Notice); and (b) your net loss when playing Gaming Machines as part of the Program in any year determined by Mulgrave Country Club (Yearly Loss Limit) by giving notice to Mulgrave Country Club (Yearly Loss Limit Notice). 13.2 You can change the Net Loss Limit (New Loss Limit) at any time by giving Mulgrave Country Club a new notice (Revised Loss Limit Notice). 13.3 If the New Loss Limit is an increase of the current Loss Limit that has been set, this change will not take effect until the time determined by Mulgrave Country Club (which will be at least 24 hours after the Revised Loss Limit Notice is received by Mulgrave Country Club). 13.4 You can change the Yearly Net Loss Limit (New Yearly Loss Limit) at any time by giving Mulgrave Country Club a new notice in writing (Revised Yearly Loss Limit Notice). 13.5 If the New Yearly Loss Limit is an increase of the current Yearly Loss Limit that has been set, this change will not take effect until the time determined by Mulgrave Country Club (which will be at least 24 hours after the Revised Yearly Loss Limit Notice is received by Mulgrave Country Club). 13.6 You are not permitted to continue playing Gaming Machines as part of the Program and will not accrue any Points for playing Gaming Machines when your Loss Limit, any New Loss Limit, Yearly Loss Limit or any New Yearly Loss Limit is reached.

14. Termination by you 14.1 You may terminate your membership of the Program at any time by giving Mulgrave Country Club notice in writing (Opt-Out Notice). 14.3 On receipt of an Opt-Out Notice, the Venue Operator will immediately cancel your membership of the program and any Points which you have not redeemed at the time of cancellation will be immediately forfeited.

15. Termination and suspension of membership 15.1 Mulgrave Country Club may suspend your membership in the Program to investigate your membership of the program and the use of your Card if Mulgrave Country Club becomes aware or reasonably believes that your membership has errors, has been misused, has been subject to unauthorised use, that you may not be gambling responsibly and/or is directed by a government authority to do so. Mulgrave Country Club will notify you in writing of such suspension. 15.2 Mulgrave Country Club may at its sole discretion immediately terminate your membership of the Program if it determines, acting reasonably that: (a) You are in breach of the Rules or any procedures, policies or rules imposed by Mulgrave Country Club; (b) You are or become an Excluded Person; (c) Based on statements made by you, that you may not be gambling responsibly; (d) You do not comply with the terms and conditions relating to any Third Party Offer; (e) You misuse your Card or have used the Card of another person; and/ or (f) You behave in a manner which Mulgrave Country Club (in its sole discretion) considers to be dishonest, offensive, disruptive, intimidating, illegal and/ or improper. 15.3 If your membership to the program is cancelled pursuant to paragraph 15.2: (a) Mulgrave Country Club will notify you of the cancellation in writing; (b) any Points you have accumulated will automatically be forfeited (unless Mulgrave

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Country Club determines otherwise); (c) you will not be eligible to receive any benefits offered under the Program; and 15.4 If you die, your membership will be automatically cancelled and your existing Points balance will be forfeited.

16. Termination of the Program 16.1 Mulgrave Country Club 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 or on the Kiosk. 16.2 You acknowledge and agree that Mulgrave Country Club makes no representation or warranty that the Program will continue to be available for any period of time. 16.3 If Mulgrave Country Club cancels the Program pursuant to this clause 16, you will have 30 days from the date of Mulgrave Country Club notice to redeem all Points. Points not redeemed after this time will be forfeited.

17. Consequences of Suspension or Termination 17.1 If your membership in the Program is terminated for any reason; (a) all benefits associated with the program whether they have accrued or not will lapse; and (b) notwithstanding any other provisions in these Rules, you will not receive any marketing or promotional materials in relation to Gaming Machines and gaming products and services from the date your membership in the Program is cancelled. 17.2 If your membership in the program is terminated for any reason and you subsequently become eligible to re-join the Program, you must complete a new membership application form. 17.3 notwithstanding any other provisions in these Rules, if your membership in the Program is suspended for any reason you will not receive any marketing or promotional materials in relation to Gaming Machines and gaming products and services during the period of suspension. 17.4 You agree that Mulgrave Country Club will not be liable for any loss or damage whatsoever which you or anyone else may suffer as a result of any termination or suspension of your membership in the Program.

18. Privacy 18.1 You agree that your Personal Information will be collected, used and disclosed in accordance with following documents (and to the extent of any inconsistency between them, in accordance with the order of precedence below): (a) these Rules; (b) the relevant privacy policy of Mulgrave Country Club (see [www.mulgravecc.com.au](http://www.mulgravecc.com.au)). 18.2 If you send Mulgrave Country Club a written request, they will, to the extent that they are required to do so by law, provide you with access to or allow you to correct, your Personal Information. You may contact Mulgrave Country Club in accordance with the details set out in the privacy policy referred to in paragraph 18.1 above regarding your Personal Information. 18.3 Subject to paragraph 18.6, you authorise Mulgrave Country Club, and their Associated Persons to collect, hold, use, transfer and disclose your Personal Information in connection with the following purposes:

(a) administration of the Program; (b) the redemption of Points and the provision of Rewards; (c) promoting, advertising and marketing of Promotions to you including by means of email, SMS, post, telephone calls or in-person presentation); (d) promoting, advertising and marketing by third parties of Third Party Offers to you (by means of email, SMS, post, telephone calls or in-person presentation); (e) promoting, advertising and marketing any of the products and services of Mulgrave Country Club (including gaming and gaming machine advertising and promotional material provided by means of email, SMS, post, telephone calls or in-person presentation); (f) improving customer service by means of research, marketing, service or product development or planning; (g) analysing your use of goods and services provided by Mulgrave Country Club and third parties; (h) compliance by Mulgrave Country Club with any law; and (i) compliance by Mulgrave Country Club with any lawful request of a law enforcement agency or government authority, (together, the Permitted Purposes).

18.4 Subject to paragraph 18.7, you authorise any person who provides services in relation to a Permitted Purpose to use and disclose to third parties your Personal Information to the extent they consider the use to be reasonably necessary for any of the Permitted Purposes. 18.5 If you marked the relevant box on the membership application form, you consent to receiving marketing material including gaming machine advertising in connection with Gaming Machines operated at Mulgrave Country Club. 18.6 You must notify Mulgrave Country Club if you do not wish to receive marketing materials or be contacted in relation to Promotions or Third Party Offers or do not want to be contacted using a particular method (e.g. phone, email or SMS) by marking the relevant box(es) on the membership application form, and/or by writing to Mulgrave Country Club. 18.7 If you receive any communication from the Mulgrave Country Club that you have asked not to receive under paragraph 18.6, you must immediately inform Mulgrave Country Club who will use reasonable endeavours to prevent such unauthorised communication re-occurring.

19. Information Access 19.1 You may access the information currently held by Mulgrave Country Club in relation to your existing or any prior membership of the Program. Mulgrave Country Club may in its sole discretion charge a fee not exceeding the prescribed amount for providing you with such access.

19.2 You must produce valid identification acceptable to Mulgrave Country Club to evidence your current or prior

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membership of the Program before Mulgrave Country Club will grant you access. Unless required by law, Mulgrave Country Club will not allow a third party to access any information that it holds in relation to your membership of the Program on your behalf. 19.3 You acknowledge and agree that Mulgrave Country Club may provide information about the Program (other than your Personal Information) to any person or body for research purposes if it is directed to do so by any government authority.

20. General 20.1 Subject to consumer guarantees set out in Division 1 of Part 3-2 of Schedule 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 Mulgrave Country Club and its Associated Persons from any Claim arising 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 Mulgrave Country Club; (c) Mulgrave Country Club has no liability for any Claim by or against 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, Mulgrave Country Club from any and all liability for any such Claim; and (d) Mulgrave Country Club will use reasonable endeavours to transmit notices and other relevant information to you whether via the Kiosk, the Website or by other means, but Mulgrave Country Club 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, Mulgrave Country Club will not be liable to you as a result of any inaccuracy contained in the Program, the Rules and any notices or information. 20.2 Decisions made by Mulgrave Country Club in relation to membership and/or the administration of the Program are final and no correspondence will be entered into. 20.3 Any tax assessment or other government charge or liability or reporting requirement in relation to your participation in the Program, Promotions, receipt of prize, and the receipt or redemption of Points or the receipt of any Rewards is your sole responsibility. 20.4 If any part of the Rules is at any time illegal, invalid or unenforceable then it will be viewed 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. 20.5 These Rules and the Program itself are governed by the laws of the state of Victoria.

21. Definitions In these Rules: 'Act' means the Gambling Regulations Act 2003 (Vic) as amended from time to time 'Associated Persons' means the directors, employees (whether full-time, part-time or casual), Related bodies Corporate, agents, contractors, advisors and the Venue Operator, respectively, (as is applicable). 'Australian Consumer Law' has the meaning given 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 Mulgrave Country Club and upon which Points are recorded (and includes any temporary Card(s) issued to you); 'Claim' means any loss, cost, claim, liability, demand or damages; 'Gaming Machine' has the same meaning as in the Act; 'Kiosk' means kiosks situated at the Venue which accept the Card; 'Permitted Purposes' means the purposes specified in paragraph 18.3. '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 ascertained, including without limitation: (a) Details in relation to your patronage of the Venue; (b) Details in relation to Points that you have earned; (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; 'Player Activity Statement' means an activity statement in accordance with the requirements under the Act that provides you with information about your membership of the Program and relating to occasions where you have used your Card while playing Gaming Machines; 'Points' means points awarded by the Venue Operator to you when you visit the Venue and Present your Card at a Kiosk, or earned during Gaming Machine play when your card is inserted in the Gaming Machine, or awarded to you when you purchase other goods and services at the Venue such as food and beverage. 'Present' means, in relation to a Card, to insert, swipe, touch or otherwise interface and exchange data between the Card and a Kiosk, a Gaming Machine 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. 'Promotion' means a Venue Promotion, as the context requires. 'Related Body Corporate' has the meaning given to it in the Corporations Act 2001 (Cth); 'Representation'

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means a clear, explicit statement that is made in writing.' Rewards' means benefits, facilities, goods and services and arrangements (excluding gaming products and services) which may, from time to time, be offered or provided to you by the Venue Operator in exchange for Points that you earned 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 from time to time by the Venue Operator in its absolute and sole discretion. '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). 'Venue Promotion' means a promotion that is based on a game of skill with no element of chance 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 the website at which these Rules can be found as notified by the venue Operator.

22. Venue Operator details Mulgrave Country Club, Corner of Wellington & Jells Roads, Wheelers Hill VIC