

UNRESTRICTED / FULL MEMBERS BENEFITS

• Discounts on Food and Beverages
(not available with any other offer)

• Discounts on Hire of Function Rooms
(for private use only)

• Medallion Club AFL Football- Tickets
available

• Voting Rights

• Birthday Voucher

• Admittance to Members Lounge with
internet café, pool and snooker tables

• Use of Steam Rooms

• Members Medallion Draws 6:30PM & 8:00PM
every Friday. Starts at \$500 increasing by \$50
per week until won
(must be present at the draw)

• Loyalty points on individual gaming play,
food & beverage purchases

• Free weekly Yoga classes

Please Note : Member discounts are only applicable once your Full
Privilege Membership Card is issued to you. When entering the
club you must produce your membership card at reception.

Unrestricted Membership Application Form & Tax Invoice for Payment. Online Membership application available.

Send completed form to: Email: information@mulgravecc.com.au, Fax: 9582 4699 or Post: Cnr Wellington & Jells Road, Wheelers Hill VIC 3150



Please complete all details. Thank you.

☐ Male ☐ Female ☐ Mr ☐ Mrs ☐ Ms ☐ Miss

First Name Surname

Membership No. Date of Birth

Home Address

Suburb State Postcode

Home Phone Mobile Phone

Email Address

Postal Address (please complete if different to home address)

Suburb State Postcode

Gaming Machine Player Government Requirements.

I agree to receive my Player Activity Statement, in accordance with Victoria
Government legislation (tick one box only):

☐ via email ☐ via kiosk

☐ I am over the age of 18, I have reviewed and carefully read and understood
the Rules of this program. I agree to strictly abide by these Rules (including
all Terms and Conditions), as amended from time to time and declare that
the details in this application are true and correct.

Reason for joining.

Tick the box that indicated your primary reason for joining
Mulgrave Country Club:

☐ Bowls ☐ Squash ☐ Tennis ☐ Golf

☐ Indoor Bowls ☐ Snooker ☐ Darts ☐ Racquetball ☐ Social

Membership Categories

Choose one only.

UNRESTRICTED:

Full Member / Social \$20.00

Meritorious Member NIL - NIL -

Life Member NIL - NIL -

RESTRICTED:

Country Member (Conditions apply) \$15.00

Junior Member (12 & under 18yrs) \$10.00

Probationary Juniors (7-11yrs) \$10.00

ADD TO NEXT COLUMN (including GST): \$

YourPlay gives you the power to track how much money and time you are spending as you play.
You can also use YourPlay to set limits on the money and time you spend on gaming machines and to see
your playing history online at any time.
YourPlay can be added to your loyalty membership card and used on any gaming machines in Victoria.
You can register for YourPlay at yourplay.com.au or ask a staff member for assistance.



Reason for joining.
Tick the box that indicated your primary reason for joining
Mulgrave Country Club:

☐ Bowls ☐ Squash ☐ Tennis ☐ Golf

☐ Indoor Bowls ☐ Snooker ☐ Darts ☐ Racquetball ☐ Social

Membership Categories

Choose one only.

UNRESTRICTED:

Full Member / Social \$20.00

Meritorious Member NIL - NIL -

Life Member NIL - NIL -

RESTRICTED:

Country Member (Conditions apply) \$15.00

Junior Member (12 & under 18yrs) \$10.00

Probationary Juniors (7-11yrs) \$10.00

ADD TO NEXT COLUMN (including GST): \$

SPORTS FACILITY & REGISTRATION FEES		Amount Paying
Bowls Sports Facility Fee	\$143.00	
Bowls Registration	\$77.00	
Indoor Bowls Sports Facility Fee	\$20.00	
Indoor Bowls Registration (Pennants)*	\$15.00	
Golf Sports Facility Fee	\$60.00	
Squash/Racquetball Sports Facility Fee	\$170.00	
Squash VIC Registration (Pennant)* <i>* Includes Squash Insurance for Pennant</i>	\$130.00	
Squash/Racquetball VIC Registration (Social only)* <i>* Compulsory for all Social Squash/Racquetball Players (Includes Insurance)</i>	\$40.00	
Racquetball VIC Registration (Pennant only)* <i>* Includes Racquetball Insurance for Pennant. Racquetball players playing Squash must pay \$130.00 Squash Registration Fee.</i>	\$75.00	
Tennis Sports Facility Fee* <i>Competition fees will apply</i>	\$100.00	
Night Tennis Sports Facility Fee* <i>*Access only during Night Competition</i>	\$35.00	
Junior Tennis Member Sports Facility Fee* <i>Competition fees will apply</i>	\$70.00	
Junior Squash/Racquetball Sports Facility Fee* <i>* Juniors only need to pay one sports facility fee to cover both sports</i>	\$22.00	
Junior and Probationary Junior Squash/Racquetball VIC Registration* <i>*Access only during Night Competition</i>	\$40.00	
Probationary Juniors Tennis Sports Facility Fee* <i>Competition fees will apply</i>	\$30.00	
Probationary Junior Sports Facility Fee Squash / Racquetball <i>(Please circle)</i>	\$22.00	
Meritorious Member sports facility fee	\$50.00	

TOTAL AMOUNT PAID (including GST): \$

PRIVACY POLICY

The Mulgrave Country Club is subject to the provisions of the Privacy Act 1988. The Act contains 10 National Privacy Principles that set standards for the handling of personal information. The club has a commitment to privacy and the safeguarding of member, visitor and staff personal information. Any personal information provided by you to the club (eg name, address, date of birth and contact details), including information collected as a result of a membership card being placed in a gaming machine or other club machine that is linked to a player tracking system (not ATMs) that may provide a benefit or service to you, will be protected. The club does not usually disclose personal information to relevant authorities if it reasonably believes that there is a threat to an individual's life, health or safety, or public health or safety. If the club has no reason to suspect the unlawful activity has been, is being or may be engaged in, personal information may be used or disclosed as a necessary part of any investigation and reporting to relevant persons or authorities. The club may disclose your information to third parties that provide services under contract to the club. These contracts require the third party to keep your personal information confidential and secure. Your personal information, including information about you obtained as a result of you placing your membership card in a gaming or other club machine (not ATMs), may be used by the club for marketing purposes to improve our services and to provide you with the latest information about those services, any new related services and gaming promotions, if you do not wish to receive information about services and gaming promotions, the club, on request, will remove your name from mailing lists. You have the right to access any personal information that the club may hold about you, including a right of correction of your information. The club will generally not charge a fee for you to access your personal information. If you require any further information, please contact the office on 9582 4600. **Important:** Please read, complete and sign the accompanying form and return with your application. The Member hereby absolutely releases the Club, its employees and agents from any claim whatsoever in negligence, breach of contract, breach of statute or statutory duty. This release is made for the period of initial membership, together with any further periods of membership. Without limiting the generality of the foregoing, the Member hereby absolutely releases the Club, its employees and agents from any claim arising from personal injury sustained by the Member in or about the club premises including any claim for personal injuries caused by resulting from and/or arising out of the negligence of the Club, its employees or agents or the negligence of any other Member or any other person using the Club premises and the Member hereby acknowledges that s/he uses the Club premises and all facilities entirely at his/her risk. This release is made for the current membership year and all subsequent membership years (regardless of change in membership categories).

SPORTS POLICY

Any physical activity carries with it a risk of injury. In particular all sporting and recreational activities carry with them inherent risks. Members must inform themselves of such risks and where appropriate obtain medical advice as to their capacity to engage in such activities. By participating in such activities and using the club facilities members warrant that they are capable of doing so safely without any unreasonable risk of harm to themselves or others. Members must not use any of the club's facilities whilst suffering from any infectious condition that may be detrimental to any other person's health; Members use all of the club's facilities and engage in any activity on the club's premises entirely at their own risk and acknowledge that the club accepts no responsibility or any liability in respect of such use or activity; In the event that the member causes harm to others while engaging in any activity on the club's premises or using any of the club's facilities then the member agrees to fully indemnify the club in respect of any liability that may attach to any such activity or use of the club's facilities; and Members are strongly encouraged to ensure that they have personal insurance that provides coverage to them in relation to personal injury/illness and the liability that they may have to others when engaging in sporting/recreational activities.

Note: The Committee reserves the right to reject any application without reason.

I hereby declare that the above particulars are correct and agree if accepted as a member,
to be bound by the rules, regulations and policies of the Mulgrave Country Club.

SIGNATURE: DATE: / /

PAYMENT DETAILS

CREDIT CARD AUTHORITY: ☐ VISA ☐ MASTERCARD ☐ ONLINE PAYMENT

Credit Card Number (16 Digits)

Expiry Date: /

CCV

Signature: _____

OFFICE USE ONLY

DATE REC. NO. Photo ID sighted? ☐ Y ☐ N

AUTH. NO. MEMBER NO. Member is over 18 years of age? ☐ Y ☐ N

Terms and Conditions.

1. Rules 11 These Rules apply to your membership of the Program operated at Mulgrave Country Club. 12 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. 13 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 21 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. 22 Mulgrave Country Club may also, at any time and after 14 days' notice by public notice displayed at the Venue, change these Rules. 23 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. 24 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. 25 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 (eg by mail, phone, email or SMS).

3. Membership 31 The program is provided and administered by Mulgrave Country Club. 32 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. 33 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. 34 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. 35 You agree and acknowledge that it is your responsibility to inform the Venue Operator if you become an Excluded Person. 36 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. 37 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. 38 Only one membership per person is permitted. 39 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. 310 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. 311 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 41 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. 42 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. 43 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. 44 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 51 Only one Card per person. 52 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 61 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. 62 You must not disclose your password to any other person for any purpose whatsoever. 63 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 71 You will earn Points for gaming turnover in a Gaming Machine located at Mulgrave Country Club on the next business day after you use it. 72 The spend 72 You will earn points from non-gaming turnover so long as the card is presented and swiped at point of purchase (where applicable). 73 You may earn points for visitation via the Kiosk at the discretion of Mulgrave Country Club. 74 Points will only be credited to your Card in respect of accumulated whole dollar bets placed on Gaming Machines. 75 It is your responsibility to ensure that Points are actually registered when you use your Card at the Kiosk or a Gaming Machine. 76 If you become aware that the Kiosk is not working, you should inform Venue staff. 77 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. 78 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 \$10.00 of turnover on food and beverages at the Venue. 79 Mulgrave Country Club may at any point in time and at their own discretion adjust the point ratio and value. 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. 71 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 of Mulgrave Country Club reasonably suspects that there has been misuse of your Card or as a result of any inactivity. 72 Unless otherwise specified by Mulgrave Country Club, Points will automatically expire on their 2 month anniversary. 73 Any Points 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 81 Points that you have accrued can be exchanged for available Rewards offered by Mulgrave Country Club. 82 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. 83 Subject to paragraph 88, 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. 84 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. 85 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 with any Rewards and expressly disclaims all liabilities (including but not limited to direct and indirect loss) with respect to type, quality and standards of Rewards and your use of the Rewards. 86 Notwithstanding paragraphs 83 and 85, 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. 87 Rewards will not comprise any gaming products or services and Points cannot be used as credit on Gaming Machines.

9. Promotions 91 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. 92 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. 93 Notwithstanding paragraph 92, 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 101 Your membership of the Program may from time to time give you an opportunity to access Third Party Offers. 102 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. 103 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. 104 Third Party Offers may require a payment of a fee to the third party provider of the relevant Third Party Offer and you must ensure you enter 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 111 By joining the Program you agree to receive Player Activity Statements. 112 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. 113 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). 114 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 your Player Activity Statement or until your membership in the Program is terminated in accordance with clause 116 (whichever is the first to occur) (Suspension Event). 115 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). 116 Mulgrave Country Club will notify you in writing if a Suspension Event or a Termination Event occurs. 117 Additional copies of your Player Activity Statement may 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 121 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). 122 You can change the Time Limit (New Time Limit) at any time by giving Mulgrave Country Club a new notice (Revised Time Limit Notice). 123 If the New Time Limit is an increase of the current Time Limit that has been set, the Time Limit will be extended to the Revised Time Limit. 124 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 131 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). 132 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). 133 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). 134 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). 135 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). 136 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 141 You may terminate your membership of the Program at any time by giving Mulgrave Country Club notice in writing (Opt-Out Notice). 143 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 151 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. 152 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. 153 If your membership to the program is cancelled pursuant to paragraph 152: (a) Mulgrave Country Club determines otherwise); (c) you will not be eligible to receive any benefits offered under the Program; and 154 if you die, your membership will be automatically cancelled and your existing Points balance will be forfeited.

16. Termination of the Program 161 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. 162 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. 163 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 171 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. 172 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. 173 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. 174 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 181 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); 182 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 181 above regarding your Personal Information. 183 Subject to paragraph 186, 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 promotional materials 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). 184 Subject to paragraph 187, 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. 185 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. 186 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 (eg, phone, email or SMS) by marking the relevant box(es) on the membership application form, and/or by writing to Mulgrave Country Club, 187 If you receive any communication from the Mulgrave Country Club that you have asked not to receive under paragraph 186, you must immediately inform Mulgrave Country Club who will use reasonable endeavours to prevent such unauthorised communication re-occurring.

19. Information Access 191 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. 192 You must produce valid identification acceptable to Mulgrave Country Club to evidence your current or prior 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. 193 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 201 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; (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 made by Mulgrave Country Club in relation to membership and to the administration of the Program are final and no correspondence will be entered into. 203 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. 204 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. 205 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), contractors, advisers 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 183. '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 (or the details in relation to requests you have made to redeem Points (including requests); and (c) 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 Venues 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 result of a Venue Promotion, in which case the prize awarded shall be at the Venue Operator's sole discretion. '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 3150

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2023
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Membership Application Form