

**MULGRAVE COUNTRY CLUB**  
**Unrestricted/ Full Member and Privilege card Member Terms & Conditions**

**1. Rules**

- 1.1. These Rules apply to your membership of the Program operated at Mulgrave Country Club.
- 1.2. These Rules are effective on and from 1<sup>st</sup> April 2024 These Rules were last updated on 15<sup>th</sup> February 2024
- 1.3. By signing the membership application, becoming a member of the Program, renewing your membership, 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.
- 1.4. You acknowledge that you have read and understood these Rules and that it is your responsibility to ensure that you are up to date with the latest version of these Rules.

**2. Changes to the Program and Rules**

- 2.1. Subject to these Rules, Mulgrave Country Club reserves the right to, at any time and without prior notice to you, change the Program, the Rules and/or the policies and procedures concerning the manner in which Points and Rewards can be earned and redeemed.
- 2.2. 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.
- 2.3. Mulgrave Country Club will act reasonably in making any changes to the Program or these Rules. If a change is to be made pursuant to this section 2 which would reasonably be expected to have a material detrimental effect on you, where reasonably possible, Mulgrave Country Club will notify you directly of that change (e.g., by mail, phone, email, or SMS) before it starts to apply. Where practical, Mulgrave Country Club will provide at least 30 days' notice of such a change.

**3. Membership**

- 3.1. The Program is provided and administered by Mulgrave Country Club.
- 3.2. Subject to these Rules, the period of your membership of the Program commences on the date that you sign up or effect renewal of your membership (as applicable) and runs until the immediately following 31 March. Existing members will have until the immediately following 30 April to effect renewal of your membership after which time no points will be accrued and no other membership benefits will be available to you.
- 3.3. 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.
- 3.4. If you do not qualify to join the Program or are unable to produce evidence of your eligibility acceptable to Mulgrave Country Club in accordance with these Rules, 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.
- 3.5. 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.
- 3.6. You agree and acknowledge that it is your responsibility to inform the Venue Operator if you become an Excluded Person. Mulgrave Country Club supports responsible participation in gambling and maintains a Responsible Gambling Code of Conduct which is available at <https://mulgravecc.com.au/downloads/code-of-conduct/Responsible-Gambling-Code-of-Conduct-Code-28.pdf>. Mulgrave Country Club encourages you to notify us or any of our staff if you are concerned about your gambling. The Mulgrave Country Club also encourages the use of gambling support services such as Gambler's Help (gamblerhelp.com.au or 1800 858 858).
- 3.7. 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.
- 3.8. 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.

- 3.9. Only one membership per person is permitted.
- 3.10. 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.
- 3.11. 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.
- 3.12. 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 contact details 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 by email and 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 may be held 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.
- 5.3. In accordance with the Act, the Card may be linked to a registered player account or be used as a casual player 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 any password or PIN 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 or PIN becomes known to another person.

#### **7. Points**

- 7.1. Unless otherwise determined by Mulgrave Country Club, acting in its absolute discretion and subject to these Rules, the basis and rate upon which you may earn Points are as follows:
  - a. 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 at a rate of one (1) point per \$10.00 of spend.
  - b. You will earn points from non-gaming turnover (including food and beverage) at the Venue in which your Card is presented and swiped at point of purchase (where applicable) at a rate of two (2) points per \$1.00 of spend.
  - c. You may earn points for visitation via the Kiosk at the discretion of Mulgrave Country Club at a rate of up to 25 points per day provided that Mulgrave Country Club is satisfied, in its absolute discretion, that such visitation

is being undertaken in good faith and in a genuine attempt by you to utilise Mulgrave Country Club's facilities, amenities and/or services. For the avoidance of any doubt, Mulgrave Country Club reserves the right to void or deduct any Points from your Card balance which have been credited to your Card balance where Mulgrave Country Club reasonably considers that a visit either did not occur or was not undertaken in good faith as contemplated by this clause.

- 7.2. **(Expiry of Points)** Unless otherwise specified by Mulgrave Country Club, **Points will automatically expire on the 31<sup>st</sup> day of March of each year.** Mulgrave Country Club will endeavour to provide reasonable notice prior to such expiry.
- 7.3. In relation to Gaming Machines, Points will only be credited to your Card in respect of accumulated whole dollar bets placed on Gaming Machines. For example, if you have spent a total of \$10.50 on bets placed on Gaming Machines, your Card balance attributable to Gaming Machine turnover will be one (1) point. If you have spent a total of \$19.50 on bets placed on Gaming Machines, your Card balance attributable to Gaming Machine turnover will also be one (1) point. If you have spent a total of \$23.50 on bets placed on Gaming Machines, your Card balance attributable to Gaming Machine turnover will be two (2) points.
- 7.4. It is your responsibility to ensure that Points are actually registered when you use your Card at the Kiosk or a Gaming Machine.
- 7.5. If you become aware that the Kiosk is not working, you should inform Venue staff.
- 7.6. 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.
- 7.7. Subject to the Act, Mulgrave Country Club may at any point in time and at its own discretion adjust the point ratio and value. Before making a change in the value of points or point ratio, Mulgrave Country Club will notify members and, where point value is to be reduced, provide you with an opportunity to use your existing Points balance.
- 7.8. 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 as advised to you.
- 7.9. Mulgrave Country Club reserves the right to adjust the number of Points that you have accumulated or are credited to your Card where any such Points have been accumulated or credited to you in error, as a result of any system malfunction or fault or mistake of Mulgrave Country Club or any other person, as a result of misrepresentation, or where Mulgrave Country Club reasonably suspects that there has been misuse of the Mulgrave Country Club facilities or the Card by you or any other person or other impropriety. The Points adjustment applied will be reasonable and proportionate in the relevant circumstances.
- 7.10. 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 other than in the event of demonstrable error.

## 8. Rewards

- 8.1. Points that you have accrued can be exchanged for available Rewards offered by Mulgrave Country Club. Points cannot be exchanged for cash.
- 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 the Australian Consumer Law which are not limited or excluded in any way 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 the Australian Consumer Law which are not limited or excluded in any way and to the extent otherwise permitted by law, Mulgrave Country Club 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. Whilst Mulgrave Country Club will take reasonable precautions available to it, if you choose to take up the Third Party Offer you acknowledge that you enter your credit card details in the Kiosk at your own risk and subject to the relevant terms of the Third Party Offer (if any).

## 11. Player Activity Statements

- 11.1. By joining the Program, you agree to receive Player Activity Statements relating to the playing of games under the Program.
- 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.
- 11.3. If you have elected to collect your Player Activity Statement from Mulgrave Country Club, 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.
- 11.8. If you are not an "active participant" as defined in the Act, you may request Mulgrave Country Club to provide a Player Activity Statement. Such Player Activity Statement will be provided to you free of charge for a first request made for that Player Activity Statement. Mulgrave Country Club may, in its sole discretion, charge a fee not exceeding \$20 for each additional Player Activity Statement requested.

## 12. Pre-commitment limits

- 12.1. The Program is integrated with YourPlay, a voluntary pre-commitment scheme and service provided under licence to the State of Victoria by the gaming machine monitor, Intralot Gaming Services Pty Ltd (**Intralot**).
- 12.2. You can set time limits and also net loss limits using YourPlay and can track your gaming machine play online or at the Mulgrave Country Club venue.
- 12.3. If you wish to register for YourPlay, you are able to obtain a Card from the Mulgrave Country Club. If you already have a Card, you can have your Card encoded to include your YourPlay account details, provided that you supply appropriate identification to us.
- 12.4. If you have registered for YourPlay, you agree to comply with the YourPlay terms and conditions when using the scheme and acknowledge that use of YourPlay may limit the Points you can receive under the Program.

## 13. Termination by you

- 13.1. You may terminate your membership of the Program at any time by giving Mulgrave Country Club notice in writing (**Opt-Out Notice**). In accordance with the Act, at least once each year, Mulgrave Country Club will send you by post, fax, email or other electronic communication, a notice informing you of your right to terminate your membership of the Program.
- 13.2. 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. You must return your Card to Mulgrave Country Club within fourteen (14) business days after giving an Opt-Out Notice.

## 14. Termination and suspension of membership

- 14.1. 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 but reserves the right to withhold providing any reasons for such suspension until it has completed such an investigation into your conduct.
- 14.2. Subject to its own internal disciplinary procedures (if any), 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.

14.3. If your membership to the Program is cancelled pursuant to paragraph 14.2:

- (a) Mulgrave Country Club will notify you of the cancellation in writing;
- (b) any Points you have accumulated will automatically be forfeited (unless Mulgrave Country Club determines otherwise);
- (c) you will not be eligible to receive any benefits offered under the Program; and
- (d) you agree to return your Card to Mulgrave Country Club.

14.4. If you die, your membership will be automatically cancelled and your existing Points balance will be forfeited.

#### **15. Termination of the Program**

- 15.1. 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.
- 15.2. 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.
- 15.3. If Mulgrave Country Club cancels the Program pursuant to this clause 15, you will have up to 30 days from the date of Mulgrave Country Club giving notice under clause 0 to redeem any Points you have previously accrued. Points which have not been redeemed within that period will be forfeited.

#### **16. Consequences of Suspension or Termination**

- 16.1. 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.
- 16.2. If your membership in the Program is terminated for any reason and you subsequently become eligible to rejoin the Program, you must complete a new membership application form to be considered by Mulgrave Country Club for future membership.
- 16.3. 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.
- 16.4. 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.

#### **17. Privacy**

- 17.1. You agree that your Personal Information will be collected, used and disclosed in accordance with the 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)).
- 17.2. If you send Mulgrave Country Club a written request, we will, to the extent that we 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 0 above regarding your Personal Information.

- 17.3. Subject to paragraph 17.6, you authorise Mulgrave Country Club, and its 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**).
- 17.4. Subject to paragraph 17.7, 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.
- 17.5. 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.
- 17.6. 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.
- 17.7. If you receive any communication from the Mulgrave Country Club that you have asked not to receive under paragraph 17.6, you must immediately inform Mulgrave Country Club who will use reasonable endeavours to prevent such unauthorised communication re-occurring.

## 18. Information Access

- 18.1. 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.
- 18.2. 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.
- 18.3. 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.

## 19. General

- 19.1. Subject to consumer guarantees set out in the Australian Consumer Law (which Mulgrave Country Club does not seek to exclude or limit) 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 or liability 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.

19.2. Decisions properly 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.

19.3. 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.

19.4. 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.

19.5. These Rules and the Program itself are governed by the laws of the state of Victoria.

## 20. Definitions In these Rules:

**'Act'** means the *Gambling Regulation Act 2003 (Vic)* as amended from time to time (and, as applicable, any regulations made under that Act, including the *Gambling Regulation (Pre-commitment and Loyalty Scheme) Regulations 2014 (Vic)*).

**'Associated Persons'** means the directors, officers, employees (whether full-time, part-time or casual), Related Bodies Corporate, agents, contractors and advisors of 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 (including any indirect or consequential loss (including economic loss, loss of profits and loss of opportunity), cost, claim, liability, demand or damages).

**'Excluded Person'** has the same meaning as in the Act.

**'Gaming Machine'** has the same meaning as in the Act.

**'Kiosk'** means kiosks situated at the Venue which accept a Card.

**'Permitted Purposes'** means the purposes specified in paragraph 17.3.

**'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 beverages.

**'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 advised by the Venue Operator, consisting of money, goods, additional Points or some other benefit, awarded by the Venue Operator to you as part of a Venue Promotion.

**'Program'** means the Privilege Gaming Membership Card program operated at Mulgrave Country Club.

**'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'** 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 in accordance with these rules.

**'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 by other means, 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 game of skill promotion (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.

## 21. Venue Operator details

Mulgrave Country Club (ABN 16 004 568 610), Corner of Wellington and Jells Roads, Wheelers Hill VIC 3150