

Membership Program Rules

1. Rules 1.1. These Rules apply to your membership in the Kilsyth and Mountain District Basketball Association Inc Club Rewards Program (the 'Program') operated at Club Kilsyth and Club Ringwood (ABN 38 830 146 195) (the 'Clubs') on behalf of the Kilsyth and Mountain District Basketball Association Inc. 1.2. By signing the membership application, becoming a member of the Program and 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 within 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. The Clubs reserves the right to, at any point in time, and from time to time and without prior notice to you, make changes to policies and procedures, Rewards, Member Draws, Points required for redemption of Rewards and the manner that Points can be earned. 2.2. The Clubs may also, at any time and/or from time to time and after 14 days notice displayed at the Clubs or on the Clubs Websites, www.clubkilsyth.com.au and www.clu-bringwood.com.au, and the Club Rewards website www.reward4you.com.au, make changes to these terms and conditions. 2.3. A copy of the current Rules may be obtained from the Clubs or at the Websites. 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 if they are reasonably necessary to protect the legitimate interests of the Clubs. 2.5. If a change is made to these Rules pursuant to this section and it will have a material detrimental effect on you, the Clubs will notify you directly of that change (e.g. by mail, phone, email or SMS). You acknowledge that it is your responsibility to at all times to keep yourself advised of the current Rules.

3. Membership 3.1. The renewal period for membership commences on the 1st of July of each year. Members who renew beyond the stipulated dates may be suspended. 3.2. You must be over 18 years of age and be an Australian resident to join the Clubs membership. You may be asked at any time to produce valid identification acceptable to the Club to provide evidence your eligibility to be a member. 3.3. If you do not qualify or are unable to produce evidence acceptable to the Clubs, the Clubs 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 and/or Self-excluded persons are not eligible to participate in gaming loyalty. The membership of any person who is or becomes an Excluded and or Self-excluded person will be automatically be excluded from applicable mailing lists and will not receive gaming-related promotions, offers or services. 3.5. You agree and acknowledge that it is your responsibility to inform the Clubs if you become an Excluded and/or Self-excluded person. 3.6. To apply for membership of the Program, you must complete and sign the Club membership application form. By signing this application form you acknowledge that you have read, understood and agree that all information that you provide on your Program membership application form is true and correct and agree to be bound by the terms and conditions of the Clubs, as amended from time to time. 3.7. The Clubs have 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. Unless authorised by the Clubs (in their absolute discretion), employees (whether full time, part time or casual), contractors, agents and directors of the Clubs are not eligible to join the Club Rewards. Unless authorised by the Clubs (in their absolute discretion) employees, owners, directors and officers of the Clubs and/or their related entities are ineligible to join Club Rewards. If any such person is already a member of the Clubs at the time that they become an employee etc., their membership of the Club Rewards Program will be automatically terminated and their Points forfeited. 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. 3.12. If you are a member of the Program and you subsequently become an Associated Person of the Clubs, your membership will be automatically terminated and your points if any will be immediately forfeited without compensation.

4. Notices 4.1. An electronic communication from the Clubs 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 the Clubs will be taken to be received by you on the next business day after it was sent, provided the Clubs have sent it to the most current email address provided by you. An electronic communication that you send to the Clubs will be taken to be received by the Clubs on the next business day after you send it, provided you send it to the most current email address provided by the Clubs. 4.3. It is your responsibility to ensure that your contact details, including your email address is current at all times. The Clubs take 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 the Clubs in writing of any change of email address and postal address as soon as possible. The Clubs may require any reasonable written proof necessary to verify the change.

5. Cards 5.1. Only one Card per person is permitted. 5.2. A Club Card issued to you is personal to you and may only be used by you for the purposes of your membership in the Clubs. The Card remain the property of the Clubs (even when it is in your possession) and must be returned to the Clubs on demand. 5.3. The Clubs reserve the right at any time to require a person using a Card to provide valid identification to verify that person is entitled to use that Card. 5.4. Use of the Club Card by you indicates your continuing acceptance of the terms and conditions of the Clubs, as amended from time to time. 5.5. It is your responsibility to protect your Club Card and take precautions against loss, theft or any unauthorised use. The Clubs do not accept any responsibility for misuse of lost or stolen Cards You must immediately report any Card that is lost or stolen to the Clubs. 5.6. In the event of a lost card, you will be charged for a replacement card accordingly. This card is the sole responsibility of the member. 5.7. You must present identification acceptable to the Clubs in order to receive a replacement Card and you may be charged a fee for a replacement Card. 5.8. The Clubs reserve the right to at any time require a person using a Card to provide valid identification acceptable to them to verify that that person is entitled to use that Card. 5.9. In the event of a lost card, you will be charged for a replacement card accordingly. This card is the sole responsibility of the member.

6. Personal Identification Number (PIN) and Passwords 6.1. You must use your Card (and may be required to enter a PIN and/or Password) in order to be able to access your Program membership via a Kiosk. 6.2. You must not disclose your PIN or password to any other person for any purpose whatsoever. 6.3. The Clubs will not be liable for any unauthorised exchange of Points or any other entitlement, benefit or reward where a Club Card is lost or stolen or if a password becomes known to another person, whether or not you have contributed to this loss for example, by indicating your password on your Club Card or by keeping a record of your password in any article in which your Card is also kept.

7. Points 7.1. You will earn Points for gaming turnover on a Gaming Machine (EGM) located at the Clubs for 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 present and swiped at point-of-purchase (where applicable); 7.3. You may earn points for visitation via the Kiosk at the discretion of the Clubs; 7.4. Points will only be credited to your Card in respect of accumulated whole dollar bets placed on EGMs; 7.5. It is your responsibility to ensure that Points are actually registered when you use your Club Card at the Kiosk or an EGM; 7.6. If you become aware that the Kiosk is not working you should inform 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. Points will not validly accrue on a Club Card while a person other than you uses your Club Card; 7.9. Unless as otherwise determined by the Clubs acting in their 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 EGMs and two (2) point per \$1.00 of turnover on food and beverages; 7.10. The Clubs may at any point in time and at their own discretion adjust the point ratio and value; 7.11. The Clubs may, in their 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 The Club. 7.12. Your Points balance will be accrued across both Club Kilsyth and Club Ringwood; 7.13. The Clubs reserve 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, fault or mistake, misrepresentation, where there has been misuse or the Clubs reasonably suspects that there has been misuse of your Card or as a result of any impropriety; 7.14. The basis and the rate upon which you may accrue Points and associated entitlements, benefits or rewards is determined by the Clubs in their sole discretion and are subject to change from time to time without prior notice to you, save that such changes will not be made retrospectively; and 7.15. Points that have not already been redeemed will automatically expire on the 1st of July each year; 7.16. Any notice issued by the Clubs (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. You may request Rewards from time to time from the then current available Rewards offered by the Clubs. 8.2. Points that you have accrued can be exchanged for available Rewards offered by The Club, or be used to make food and beverage purchases at the Clubs. 8.3. If you do not have enough Points to obtain a particular Reward, you will not be able to claim that item. Additional Points needed to obtain a Reward cannot be purchased. 8.4. The Clubs will determine the number of Points required to redeem any Reward and the Clubs may change the number of Points required to redeem any Reward at any time without notice to you. 8.5. Rewards offered to you are subject to change and availability and may be subject to certain conditions. The Clubs reserve the right, in their sole and absolute discretion, to accept or reject any request to receive a Reward upon reasonable grounds without providing any reason to you. 8.6. Rewards will not be refunded for Points, returned or exchanged.

8.7. The Clubs may run a promotion where the number of Points required to generate an entry into the draw promotions and may change the number of Points required to enter any promotions at any time without notice to you. 8.8. The Clubs

reserve the right, in their sole and absolute discretion, to accept or reject upon reasonable grounds any request to receive a Reward without providing any reason to you. 8.9. Subject to consumer guarantees set out in Division I of Part 3.2 of Schedule 2 of the Australian Consumer Law and except to the extent otherwise required by law: (a) promotional entries cannot be returned or exchanged, nor refunded for Points; and (b) the Clubs do not make any warranties or representations to you in connection with any Rewards/Prizes and expressly disclaim all liabilities (including for consequential and indirect loss) with respect to type, quality and standards of Rewards/Prizes and your use of the Rewards. 8.10. Rewards Prizes will not comprise any gaming products or services and Points cannot be used as credit on Gaming Machines. 8.11. If a Reward is defective for any reason, you agree not to make any claims against the Clubs. Your claim in this regard will be limited to any claims that you are legally able to make against the manufacturer of the Reward. The Clubs will not, under any circumstances, be responsible for replacing or repairing any Rewards. 8.12. Notwithstanding paragraphs 2.3. and 8.4., if the Clubs make 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 the Clubs will honour any such Representation.

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 I 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 the Clubs make a Representation to you that a Prize will be awarded for a Promotion the Clubs will honour that Representation.

10. Member Draws 10.1. You may be invited to participate in Member Draws conducted by the Clubs from time to time. Participation in these Member Draws will be subject to certain terms and conditions

11. Third Party Offers and Services 11.1. Your membership of the Clubs may from time to time give you an opportunity to access Third Party Offers or Services offered to you by Third Parties. 11.2. Even though that you may access Third Party Offers via your membership to the Program, you acknowledge and agree that Third Party Offers are not offered or provided by the Clubs and that, subject to the Australian Consumer Law and to the extent otherwise permitted by law, The Clubs have no liability whatsoever to you in relation to the promotion or provision of Third Party Offers and Services, even if branding for the Program is used in connection with Third Party Offers or Services and even though you may access Third Party Offers or Services via the Clubs Kiosks or the Club Rewards website or via other materials provided to you by the Clubs. 11.3. You also acknowledge that Third Party Offers and Services may be subject to certain terms and conditions and may be withdrawn at any time. 11.4. Third Party Offers and Services may also require payment of a fee to the third party who is the provider of the relevant Benefit and/or Service and this may require entry of your credit card details in the Clubs Kiosks for this purpose. You acknowledge that Clubs do not record or capture your credit card numbers when you enter them using the Clubs Kiosks and you enter your credit card details in the Clubs Kiosks at your own risk.

12. Player Activity Statements 12.1. By joining the Program you agree to receive Player Activity Statements. 12.2. 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 the Clubs by notice in writing) to collect your Player Activity Statement from the Clubs as per requested. 12.3. 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 either Club Kilsyth or Club Ringwood (Collection Notice). 12.4. 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 12.6 (whichever is the first to occur) (Suspension Event). 12.5. 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). 12.6. The Clubs will notify you in writing if a Suspension Event or a Termination event occurs. 12.7. Additional copies of your Player Activity Statement can be obtained from the Clubs on written request. The Clubs may in their sole discretion charge a fee not exceeding \$10 for each additional Player Activity Statement.

13. Setting Time Limits 'Your Play' 13.1. You can at any time set a limit on the amount of time per day or week, that you play Gaming Machines to earn Points (Time Limit) by giving notice to the Club Affiliate Venues (Time Limit Notice). 13.2. A Time Limit Day (Day) is defined as starting at 6:00AM and ending at 5:59AM the following day. 13.3. A Time Limit Week (Week) is defined as starting at 6:00AM on Monday and ending at 5:59AM the following Monday. 13.4 A Time Limit can be set in hours and minutes. The Time Limit is the cumulative amount of time the player nominates to spend playing gaming

machines during the limit period 13.5. You can tighten or loosen the Time Limit (New Time Limit) at any time by giving the Clubs a new notice (Revised Time Limit Notice). 13.6. If the New Time Limit is a tightening of the current Time Limit that has been set, this change will take effect immediately. 13.7. If the New Time Limit is a loosening of the current Time Limit that has been set, this change will take effect either in the case of a Time Limit Day after 24 hours; or in the case of a Time Limit Week on the coming Monday at 6:00AM or after 24 hours, whichever is greater (after the Revised Time Limit Notice is received by the venue).13.8. 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.

14. Setting Loss Limits 'Your Play' 14.1. You can set a limit on: a) your net loss when playing Gaming Machines as part of the Program in a 24 hour period as defined in 13.2. (Day Loss Limit) by giving notice to the Clubs (Loss Limit Notice); and b) your net loss when playing Gaming Machines as part of the Program in any week as defined in 13.3. (Week Loss Limit) by giving notice to the Clubs (Weekly Loss Limit Notice). 14.2. You can change the Net Loss Limit (New Loss Limit) at any time by giving the Clubs a new notice (Revised Loss Limit Notice). 14.3. If the New Loss Limit is a tightening of the current Loss Limit that has been set, this change will take effect immediately (after the Revised Loss Limit Notice is received by the Clubs). 14.4. If the New Loss Limit is a loosening of the current Loss Limit that has been set. This change will not take effect after 24 hours; (after the Revised Loss Limit Notice is received by the Clubs). 14.5. You can change the Weekly Net Loss Limit (New Weekly Loss Limit) at any time by giving the Clubs a new notice in writing (Revised Weekly Loss Limit Notice). 14.6. If the New Weekly Loss Limit is a tightening of the current Loss Limit that has been set, this change will take effect immediately (after the Revised Loss Limit Notice is received by the Clubs). 14.7. If the New Weekly Loss Limit is a loosening of the current Weekly Loss Limit that has been set the change will take effect Monday at 6:00AM or after 24 hours, whichever is greater (after the Revised Weekly Loss Limit Notice is received by the Clubs). 14.8. 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, Weekly Loss Limit or any New Weekly Loss Limit is reached.

15. Termination of Membership by You 15.1. If you wish to terminate your membership of the Clubs you may do so by providing written notice to the relevant Venues and returning your Club Card. 15.2. On receipt of an Opt-Out Notice, the Club 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.

16. Termination of the Membership Program 16.1 The Clubs reserve the right to, at any time and/or 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 the Clubs make no representation or warranty that the Program will continue to be available for any period of time. 16.3 If the Clubs cancel the Program pursuant to this clause 16, you will have 30 days from the date of The Club notice to redeem all Points after which time you will be deemed to have forfeited any Points not redeemed.

17. Termination and Suspension of Membership by The Club 17.1. The Clubs may suspend your membership in the Program to investigate your membership of the program and the use of your Card if the Clubs become aware or reasonably believe 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. The Clubs will notify you in writing of such suspension. 17.2. The Clubs may at their sole discretion immediately terminate your membership of the Program if they determine, acting reasonably that (a) You are in breach of the Rules, Club By-Laws or any procedures, policies or rules imposed by the Clubs; (b) You are or become an Excluded Person; (c) Based on statements made by you, that you may not be gambling responsible;(d) You do not comply with the terms and conditions relating to any Benefit or Service, (e) You do not comply with the terms and conditions relating to any Third Party Offer; (f) You misuse your Card or have used the Card of another person; and/or (g) You behave in a manner which the Clubs (in their absolute discretion) considers to be dishonest, offensive, disruptive, intimidating, illegal and/or improper. 17.3. If your membership to the program is cancelled pursuant to paragraph 16.2: (a) The Clubs will notify you of the cancellation in writing; (b) Any Points you have accumulated will automatically be forfeited (unless the Clubs determine otherwise); (c) You will not be eligible to receive any benefits offered under the Program; and 17.4. If any member of the Clubs passes away, their membership will be automatically cancelled and existing Points balance will be deemed to be immediately forfeited.

18. Consequences of Suspension or Termination 18.1 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. 18.2. If your membership is terminated or cancelled for any reason, whether by you or by the Clubs, you are required to immediately return your Club Card to either Club Kilsyth or Club Ringwood. 18.3. Any Points you have accumulated will automatically expire unless the Clubs

determine otherwise and you will not be eligible to receive any benefits offered by the Clubs. 18.4. 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. 18.5. 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, gaming products and gaming services during the period of suspension. 18.6 You agree that the Clubs 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.

19. Privacy 19.1. It is a condition of your membership of the Clubs that you authorise the Venue, and their Associated Persons to collect, use and disclose your Personal Information in connection with the Permitted Purposes and in accordance with the order of precedence below): (a) these Rules; (b) the relevant privacy policy of the Clubs (see www.clubkilsyth.com.au & www.clubringwood.com.au). 19.2. Subject to paragraph 17.5, you authorise any person who provides services in relation to a Permitted Purpose to use and disclose your Personal Information to the extent they consider to be reasonably necessary for any of the Permitted Purposes. 19.3. The Permitted Purposes are: (a) Administration of the Club Membership and Rewards Program, including (without limitation) the sharing of Personal Information between Club Kilsyth and Club Ringwood in order to manage your membership in relation to multiple sites. (b) The provision of Member Draws and Rewards; (c) the redemption of Points; (d) Improving customer service by means of research, marketing, service or product development or planning; (e) Promoting, advertising and marketing any of the products and services of the Clubs (including gaming and gaming machine advertising and promotional material) provided by means of email, SMS, post, telephone calls or in-person presentation); (f) promoting, advertising and marketing of Promotions to you including by means of email, SMS, post, telephone calls or in-person presentation); (g) 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); (h) The offer and/or provision by third parties of Third Party Offers or Services; (i) analysing your use of goods and services provided by the Clubs and third parties; (j) compliance by the Clubs with any law; and (k) compliance by the Clubs with any lawful request of a law enforcement agency or government authority, (together, the Permitted Purposes). 19.4. 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 the Clubs. 19.5. If you send the Clubs 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 The Club in accordance with the details set out in the privacy policy referred to in paragraph 17.1 above regarding your Personal Information. 19.8. You must notify the Clubs if you do not wish to be contacted or receive marketing materials in relation to the Clubs at all or do not want to be contacted using a particular method (e.g. phone, email or SMS) by marking the relevant boxes on the membership application form (where applicable), and/or by writing to the Club, PO Box 847 Bayswater, VIC 3153. 19.9. If you receive any communication from the Clubs that you have asked not to receive under paragraph 19.3, you must immediately inform the Clubs on (03) 9761 4233 and the Clubs will use reasonable endeavours to prevent such unauthorised communication re-occurring.

20. Information Access 20.1. You may access the information currently held by the Clubs in relation to your existing or any prior membership of the Program. The Clubs may in their 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 the Clubs to evidence your current or prior membership of the Program before the Clubs will grant you access. Unless required by law, the Clubs 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 the Clubs 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.

21. General 21.1. 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, you agree to release and forever discharge: (a) The Clubs (and their Associated Persons) from any Claim arising from any act or inaction of any person in connection with the Clubs, Member Draws, Points, Rewards, Third Party Offers or Services, including (without limitation) any errors or admissions (including negligence) in representations, information, publications or advertisements directly or indirectly pertaining to the Clubs, Program, Promotions, Prizes, Points, Rewards or Third Party Offers or Services; (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 the Clubs. (c) The Clubs have 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, the Clubs from any and all liability for any such Claim; and (d) The Club will use reasonable endeavours to trans-

mit notices and other relevant information to you whether via the Clubs Kiosks, the Websites or by other means. However, the Clubs will 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, the Clubs will not be liable as a result of any inaccuracy contained in the Program, the Rules and any Club notices or information. 21.2. Decisions made by the Clubs in relation to membership and/or the administration of the Program are final and no correspondence will be entered into. 21.3. 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. 21.4. If any part of the Rules of The Club Rewards 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 terms and conditions will continue to have full force and effect. 21.5. These Rules and The Club Rewards 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 The 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. **'EGM'** has the same meaning as Gaming Machine in the Act. **'Gaming Machine'** has the same meaning as in the Act. **'Kiosk'** means the branded kiosks situated at the Clubs which accept the Card. **'Member Draws'** means a competition, sweepstake, draw or equivalent conducted by The Club. **'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 Club; (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 Clubs to you when you visit the Club 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 Club 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 Clubs 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'** 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 Clubs in exchange for Points you earn at the Clubs, in accordance with these terms and conditions, and Rules. **'Rules'** means these rules (being the rules of the Program) and any amendments, additions or replacements made from time to time by the Clubs in their absolute and sole discretion. **'Services'** means services which may from time to time be offered to you by third parties via the Clubs websites, the Kiosks and/or the Clubs' promotional materials, whether for free or in exchange for payment (and may include, without limitation, shopping services and travel services) **'Terms and Conditions'** means these terms and conditions and any amendments, additions or replacements made thereto from time to time by the Club in its sole discretion; **'The Clubs'** means Club Kilsyth and Club Ringwood. **'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 Operator.

23. Operator Details Club Kilsyth 1-15 Canterbury Road, Bayswater North, Victoria, 3153 & Club Ringwood 523-531 Maroondah Hwy, Ringwood, Victoria, 3134.