

## Terms & Conditions

### 1. GENERAL

- 1.1. These terms and conditions apply to the rewards scheme know as 'Wests' Rewards (Wests Group Club Members' Rewards Program). Wests Group 'Wests' Rewards has been established and is administered by WESTERN SUBURBS {N'CLE} LEAGUES CLUB Limited ABN 24000973919 (hereafter referred to as the Club). These terms and conditions replace any previous terms and conditions that may apply effective 2<sup>ND</sup> August 2021.
- 1.2. These terms and conditions are separately for the benefit, and separately enforceable by, each of the Club and the Wests Group 'Wests' Rewards Partners (hereafter referred to as the Partners). The Partners are organisations with whom the Club has an arrangement concerning: -
  - 1.2.1. the Club entering bonus or rewards points (collectively "Points") in the account held by the Club concerning the members (Player Account) as a result of certain eligible transactions; and
  - 1.2.2. those organisations supplying entitlement or benefits (Rewards) to the member, when the Club accepts and notifies the Partners of a valid redemption request from you.
- 1.3. References to:
  - 1.3.1. "we", "our", and "us" are references to the Club and all Wests Group 'Wests' Rewards Partners, each and any of whom may separately enforce these terms and conditions.
  - 1.3.2. "membership" means your membership of the Club, and thus Wests Group 'Wests' Rewards unless the context otherwise requires.
- 1.4. By participating in Wests Group 'Wests' Rewards through the use of your membership card or membership number, or by claiming any benefit, you agree to be bound by these terms and conditions and provide the consent specified in clause 7 relating to personal information. The terms and conditions governing Wests Group 'Wests' Rewards can be amended by the Club from time to time. A PDF copy of the current terms and conditions is available through the Wests Groups website or the Club via the Club's Reception.
- 1.5. Your membership provides you with the opportunity to accrue Reward Points through approved gaming machines, purchases of non-gaming goods and services or be gifted through promotions or events. The Rewards Points can be used for the redemption of Rewards from the Club.

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- 1.6.** Your membership provides you with the opportunity to accrue Tier Status Credits through approved gaming machines and the purchases of selected non-gaming goods and services. The number of Tier Status Credits earned by the members within a 365-day period (or such other period as the Club may specify from time to time) will determine your eligibility to redeem Rewards.
- 1.7.** The Rewards offered by the Club are a courtesy extended to you at the Club's sole discretion and are not automatic entitlements (legal or otherwise).
- 1.8.** The basis on which you can accrue points or status credits or redeem rewards (including these terms and conditions) is determined solely by the Club (in the Club's absolute discretion) and is subject to change from time to time without prior notice to you.
- 1.8.** Points can only start to be entered in your Player Account after:
  - 1.9.1.** your application for membership has been accepted by the Board of Directors of the Club (who may reject any application for membership without giving any reason for the rejection); and
  - 1.9.2.** your player account has been activated.
- 1.10.** Your membership and any accrued Points, Credits or Rewards are not transferable unless stated otherwise and cannot be redeemed for cash.
- 1.11.** Reward Points cannot be redeemed for more than \$1000 worth of points in any single transaction.
- 1.12.** Unless otherwise stated, the accrual of Points or the redemption of Rewards is not available in conjunction with any other discount, promotion or program offered by us.
- 1.13.** The Club reserves the right to decide any matter or settle any dispute arising directly or indirectly out of or in connection to Wests Group 'Wests' Rewards and the Club's decision on any such matter or dispute will be final and binding and no correspondence will be entered in to.
- 1.14.** Subject to any applicable law which cannot be excluded, the Club accepts no liability for any loss, damage or injuries suffered or sustained (including but not limited to direct or consequential loss or losses arising from the Club's negligence) by you arising directly or indirectly out of or in connection to Wests Group 'Wests' Rewards and you release and discharge the Club from any liability for any such loss, damage or injury. If the Club is liable to you in any way, then the Club's liability will be limited to allocating to you player account the number of points which the Club considers is appropriate in connection with your relevant claim.
- 1.15.** Unless otherwise stated, you are solely responsible for any taxes, GST, duties, levies, fees or other charges levied or imposed arising from, as a result of or in connection to with, your participation in Wests Group 'Wests' Rewards, the accumulation of Points or the redemption of Rewards.

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- 1.16.** Unless otherwise stated, any material published by the Club pertaining to these terms and conditions, including material relating to the rate of accrual of Points, redemption of Points or any Rewards and the number of Points required to be earned and maintained for any tier of membership of Wests Group 'Wests' Rewards, will form part of the terms and conditions of the Wests Group 'Wests' Rewards, Program which may be varied by the Club from time to time at the Club's discretion.
- 1.17.** If part or all of the clause of these terms and conditions is illegal, invalid or unenforceable then it will be read down 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 these terms and conditions and the remaining provisions of these terms and conditions will continue to have full force and effect.

## **2. DEFINITIONS**

In these terms and conditions unless the context otherwise requires:

- 2.1.** "Redemption" occurs when a Participant uses Rewards Points to redeem a Reward from the Club.
- 2.2.** "The Club" means the WESTERN SUBURBS {N'CLE} LEAGUES CLUB Limited.
- 2.3.** "Eligible Members" means those members referred to in clause 3.1 of the Terms and Conditions.
- 2.4.** "Wests Group 'Wests' Rewards" means the Club's Player Rewards Scheme in terms of which Eligible Members may accrue Rewards Points from playing gaming machines or purchasing non-gaming goods and/or services and may redeem Rewards Points for Wests Group Rewards.
- 2.5.** "Membership" means a person's membership of the Club.
- 2.6.** "Membership Card" means a membership card issued to a member by the Club once the Board of the Club has approved the applicant's application for Membership.
- 2.7.** "Participant" means any Eligible Member who participates in Wests Group 'Wests' Rewards as provided in clause 3.2 of these terms and conditions.
- 2.8.** "Participant's Account" means the account opened in the name of each Participant in which is recorded all Rewards Points earned by a Participant and all redemptions of Rewards Points by the Participant.
- 2.9.** "Tier Status Credits" means the Rewards Points which a Participant earns when he or she purchases food and beverages in the Club or participates in gaming activities but excludes

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any transactions under any promotion of the Club and which may be used by a Participant to redeem Rewards. (The Club reserves the right to introduce and delete Tier Status Credits).

- 2.10.** “Reward Points” means the Rewards Points which a Participant earns when he or she purchases food and beverages in the Club or participates in gaming activities or any transactions under any promotion of the Club and which may be used by a Participant to redeem Rewards. (The Club reserves the right to introduce and delete Rewards Bonus Points)
- 2.11.** “Twelve Month Period” means in respect of those Participants who are Eligible Members of the Club as at 28<sup>th</sup> February in each given year (in line with the Club’s annual membership period).
- 2.12** “365-day period” means in respect of those Participants who are Eligible Members of the Club as of 28<sup>th</sup> February in each given year (in line with the Club’s annual membership period).

### **3. MEMBERSHIP**

Membership to the Club is defined in the Club’s Constitution (available at the Club’s reception upon request). For the purposes of this document, a brief outline is listed below:

- 3.1.** Only Life Members and Members who have paid the appropriate fees of the Club who are 18 years of age or older are classified as members of the Club. And such other classes of membership as determined by the Club’s Board of Directors from time to time.
- 3.2.** Membership of Wests Group ‘Wests’ Rewards comes with eligibility to a person’s membership of the Club. It is a requirement of membership to the Club that you keep and maintain your membership to the Club financial.
- 3.3.** Each member has the right to opt out of the Wests Group ‘Wests’ Rewards program at any time, by notifying the General Systems Manager in writing.
- 3.4.** You will promptly notify the Club in writing:
  - 3.4.1.** of any change in your address; and
  - 3.4.2.** if your membership card is lost, stolen, damaged or misused in any way.

### **4. TIERS OF MEMBERSHIP**

- 4.1.** There are (7) SEVEN tier levels of membership, being BLACK DIAMOND, DIAMOND, PLATINUM, GOLD, SILVER, BRONZE and COPPER, with the entry level to the SEVEN tiers commencing with COPPER.
- 4.2.** All eligible members are automatically granted the introductory level of COPPER.

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- 4.3.** To be eligible for BRONZE membership you must earn and maintain the number of Tier Status Credits required under Wests Group ‘Wests’ Rewards within the last 365-day period (or such other period as the Club may specify from time to time). The number of Tier Status Credits required to be earned and maintained for BRONZE membership will be published by the Club, which will be subject to change from time to time.
- 4.4.** To be eligible for SILVER membership you must earn and maintain the number of Tier Status Credits required under Wests Group ‘Wests’ Rewards within the last 365-day period (or such other period as the Club may specify from time to time). The number of Tier Status Credits required to be earned and maintained for SILVER membership will be published by the Club, which will be subject to change from time to time.
- 4.5.** To be eligible for GOLD membership you must earn and maintain the number of Tier Status Credits required under Wests Group ‘Wests’ Rewards within the last 365-day period (or such other period as the Club may specify from time to time). The number of Tier Status Credits required to be earned and maintained for GOLD membership will be published by the Club, which will be subject to change from time to time.
- 4.6.** To be eligible for PLATINUM membership you must earn and maintain the number of Tier Status Credits required under Wests Group ‘Wests’ Rewards within the last 365 period (or such other period as the Club may specify from time to time). The number of Tier Status Credits required to be earned and maintained for PLATINUM membership will be published by the Club, which will be subject to change from time to time.
- 4.7.** To be eligible for DIAMOND membership you must earn and maintain the number of Tier Status Credits required under Wests Group ‘Wests’ Rewards within the last 365-day period (or such other period as the Club may specify from time to time). The number of Tier Status Credits required to be earned and maintained for DIAMOND membership will be published by the Club, which will be subject to change from time to time.
- 4.8.** To be eligible for BLACK DIAMOND membership you must earn and maintain the number of Tier Status Credits required under Wests Group ‘Wests’ Rewards within the last 365-day period (or such other period as the Club may specify from time to time). The number of Tier Status Credits required to be earned and maintained for BLACK DIAMOND membership will be published by the Club, which will be subject to change from time to time.
- 4.9.** Members will be reviewed for promotion to a higher tier level each time they achieve the required amount of Status Points over a 365-day period.
- 4.10.** Members will be reviewed for demotion of a tier level during February and August each year.
- 4.11.** The Club reserves the right to make any changes to these terms and conditions, at any time, including to;

  - 4.11.1.** create, amend, or remove tiers of membership to which different terms and conditions apply including but not limited to the benefits applicable to each tier of

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membership and the method and rates of Tier Status Credits and Reward Points accrual and Rewards offered to you as part of the Wests Group Rewards.

- 4.11.2.** set and change the number of Tier Status Credits required to be earned and maintained under the Wests Group 'Wests' Rewards within any period for eligibility to any tier of membership within the Scheme.
    - 4.11.3.** move your membership into another tier of membership regardless of the amount of Tier Status Credits accrued by you at any time without notice to you.
  - 4.12.** Subject to any changes the Club may make, your membership of any of the tier levels of membership offered by the Club will enable you to receive the benefits as identified within the Wests Group 'Wests' Rewards Brochure:

## **5. MEMBERSHIP CARDS**

- 5.1.** You are only permitted one membership card at any one time.
- 5.2.** The membership card issued to you remains the property of the Club.
- 5.3.** You must ensure your membership card as soon as issued is in your possession.
- 5.4.** Your membership card is only to be used by you and is not to be given to any other person for the purpose of accruing Points, redeeming Rewards or for any other purpose.
- 5.5.** It is your responsibility to protect your membership card and to take precautions against its theft, loss, damage, or misuse.
- 5.6.** You acknowledge that the Club does not accept responsibility and the Club does not accept liability for the theft, loss, misuse of or fault in your membership card (including the failure of your membership card to accrue Points).
- 5.7.** If your membership card is lost or stolen, you will need to provide the Club with photo identification as required by the Club from time to time in order to obtain a replacement membership card.

## **6. POINTS & REWARDS**

- 6.1.** You will accrue Tier Status Credits and Reward Points as a result of certain eligible transactions at the standard rate unless otherwise stated. The standard rate of accrual of Tier Status Credits and Reward Points will be published by the Club, which will be subject to change from time to time.
  - 6.1.1.** Earning level for Electronic Gaming Machines is \$6 turnover = 1 Tier Status Credit
  - 6.1.2.** Earning level for Electronic Gaming Machines is \$6 turnover = 1 Reward Point

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- 6.1.3.** Earning level for Multi Terminal Gaming Machines is \$26 turnover = 1 Tier Status Credit
- 6.1.4.** Earning level for Multi Terminal Gaming Machines is \$26 turnover = 1 Reward Point
- 6.1.5.** Earning level for Food & Beverage is \$1 = 1 Tier Status Credit
- 6.1.6** Earning level for Food & Beverage is \$1 = 1 Reward Point.
- 6.2.** It is your responsibility to ensure that your membership card is;
- 6.2.1.** inserted into, and accepted by a gaming machine, or point of sale terminal, or other device provided by the Club, which identifies and accrues Tier Status Credits and Reward Points, and.
- 6.2.2.** is working and accruing Tier Status Credits and Reward Points during the course of your play of the gaming machine, or at point-of-sale terminals, or other device provided by the Club etc. (as the case may be).
- 6.3.** The Club is not liable for the failure of your membership card to accrue Tier Status Credits and Reward Points or any reason whatsoever (including but not limited to membership card terminal error, operator error or misrepresentation, the Club's act, or omission (including negligence), or membership card malfunction).
- 6.4.** The Club reserves the right:
- 6.4.1.** to adjust the number of Tier Status Credits and Reward Points you have accrued if the Tier Status Credits and Reward Points were accrued as a result of membership card terminal error, operator error or misrepresentation, the Club's act, or omission (including negligence), membership card malfunction or for any other reason resulting in the Tier Status Credits and Reward Points being invalidly accrued; and
- 6.4.2.** to change the rate and manner in which Tier Status Credits and Reward Points are accrued (including but not limited to the transactions that the Club classify as eligible transactions and the standard rate of Tier Status Credits and Reward Points accrual) and set and change the number of Reward Points to be redeemed for any Rewards.
- 6.5.** Tier Status Credits and Reward Points will not validly accrue on your membership card while it is being used by another person.
- 6.6.** You may only redeem Rewards from Reward Points validly accrued by you and the Club may require proof of identification when you request or redeem a Reward.
- 6.6.1** The value of Reward Points redeemed is equal to 1cent per point.
- 6.7.** Reward Points earned by you can only be redeemed for Rewards by 31 JANUARY (on next business day) of each year (or such other period as the Club may specify from time to time). Any Reward Points not redeemed by that date (or such other period as the Club may specify from time to time) will be forfeited.

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- 6.7.1.** Reward Points earned by BLACK DIAMOND, DIAMOND, PLATINUM and GOLD members will not expire (Subject to change at the Club's sole discretion).
- 6.8.** Reward Points used by you to redeem Rewards will be deducted from your Player Account balance when you submit your request to redeem a Reward.
- 6.9.** The Club will not be responsible for replacing Tier Status Credits and Reward Points due to a lost, stolen, damaged or faulty membership card.
- 6.10.** Rewards are redeemable on a first come first served basis.
- 6.11.** Rewards are not transferable, refundable, or exchangeable for cash.
- 6.12.** You will not be permitted to deposit money on your membership card.
- 6.13.** Rewards are subject to availability and the Club reserves the right to cancel, withdraw or substitute any Rewards at any time in the Club's absolute discretion.
- 6.14.** The Club does not accept liability for:
- 6.14.1.** any lost or stolen Rewards or Rewards vouchers after they have been issued;
  - 6.14.2.** any loss or damage arising from the Club's cancellation, withdrawal, or substitution of any Rewards; or
  - 6.14.3.** the unavailability of any Rewards that the Club previously displayed or promoted as being available for the redemption of Points.
- 6.15.** The Club makes no representation and give no warranty (either expressly or impliedly) as to the quality, standard, fitness, or suitability for purpose of the Rewards.
- 6.16.** From time to time the Wests Group 'Wests' Rewards programme may provide members with additional offers; the offers will be at the sole discretion of the Club. All offers will be provided with a validity date to which the offers must be redeemed, after the validity date the offers will expire.
- 6.17.** The Club reserves the right to determine the level of value of DAILY LOYALTY BONUS and the period when the DAILY LOYALTY BONUS will be available. DAILY LOYALTY BONUS applies to one swipe per member per day. The rate of DAILY LOYALTY BONUS that applies will be published by the Club.
- 6.18.** The Club reserves the right to determine the level of value and offers of the BIRTHDAY BONUS and the period when the BIRTHDAY BONUS will be available. BIRTHDAY BONUS applies to one swipe per member on the day of their birthday. The rate of BIRTHDAY BONUS that applies will be published by the Club.
- 6.19.** Any points earned as a bonus through promotional activity or manual additions are not included in the points tally for the purpose of calculating tier qualifications.

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- 6.20.** The MULTIPLIER BONUS applies to Gaming Play only and the Club reserves the right to determine the level of percentage and offers of the MULTIPLIER BONUS and the period when the MULTIPLIER BONUS will be available. MULTIPLIER BONUS will be added to the player account upon conclusion of the gaming session. The percentage of MULTIPLIER BONUS that applies will be published by the Club.
- 6.21** Every six (6) continuous months that you maintain your BLACK DIAMOND, DIAMOND and PLATINUM tier status you are awarded accommodation vouchers.
- 6.21.1** The level of reward is based on your current tier level at the time of issue of the accommodation vouchers.
- 6.21.2** Accommodation vouchers are issued by post, subject to availability, must be taken as offered within 6 months of the date of issue and cannot be exchanged or redeemed for cash.
- 6.21.3** Vouchers must be mentioned at the time of booking and presented upon check-in.
- 6.21.4** If a member would like to give the voucher to another recipient, the original voucher must be returned to Wests Group and a new voucher will be issued in the name of the recipient.
- 6.22** For every \$2 Turnover when a BLACK DIAMOND, DIAMOND, PLATINUM, GOLD, SILVER or BRONZE members card is inserted into a gaming machine they will receive a DAILY TREAT VOUCHER.
- 6.22.1** DAILY TREAT VOUCHERS are capped at a maximum of 3 vouchers per day
- 6.22.2** DAILY TREAT VOUCHERS can be redeemed for treats from the Members Vending Machine, Complimentary Tea, Coffee or Soft Drink.
- 6.22.3** The Club reserves the right to determine the level of value and offers of the DAILY TREAT VOUCHER and the period when the DAILY TREAT VOUCHER will be available. The Turnover requirement of the DAILY TREAT VOUCHER that applies will be published by the Club.

## **7. PRIVACY**

- 7.1.** Information about you, including information provided in connection with your membership will be held by the Club. The Club may use and deal with your personal information in accordance with its privacy policy available on the Club's website ([www.mywests.com.au](http://www.mywests.com.au)) or you can contact the Club at the Club's reception to request a copy.

- 7.2. For information on how to gain access to your personal information, how we use your personal information or other privacy matters, please see the Club's privacy policy."

## **8. Personal identification Number (PIN)**

- 8.1 All membership cards have a personal identification number (PIN) that is four standard digits.
- 8.2 Each membership card is issued with a standard 4-digit PIN number which is the DD/MM of the member's birthday.
- 8.3 It is the members responsibility to change the PIN number to protect their Wests Group 'Wests' Rewards points
- 8.4 A PIN number selected by a member must not be disclosed to another person or member.
- 8.5 If a member has forgotten their personal PIN number, the PIN number can be reset by reception staff if the member presents their membership card and or Membership Kiosk.

## **9. TERMINATION OF THE WESTS GROUP 'Wests' REWARDS PROGRAM**

- 9.1 You may terminate your membership at any time by giving written notice to the Club or by returning your membership card to the Club, at which time, all Points and associated Rewards (whether they be Tier Status Credits and Reward Points and Rewards having accrued or not) will be permanently cancelled.
- 9.2 The Club may terminate or suspend your membership (in our absolute discretion) if the Club believes (in the Club's absolute discretion) that the following occurs:
- 9.2.1 you fail to strictly comply with these terms and conditions.
- 9.2.2 your Club membership expires or is cancelled or is suspended.
- 9.2.3 your conduct is deemed to be offensive, dishonest, disruptive, intimidating, unbecoming or prejudicial to the Club's interests.
- 9.2.4 you interfere with or misuse any equipment or property.
- 9.2.5 you pass away or are declared a bankrupt,
- 9.2.6 you become self-excluded from any Gaming Activity.
- 9.3 In the event the Club terminates your membership.

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- 9.3.1** all of your Points and associated Rewards (whether they be Points and Rewards having accrued or not) will automatically be cancelled (and for the purpose of clarity will not be redeemable) from the time the Club terminates your membership; and
- 9.3.2** you must immediately return your membership card to the Club.
- 9.4** In the event the Member becomes Deceased.
- 9.4.1** all of your Points and associated Rewards (whether they be Points and Rewards having accrued or not) will automatically be cancelled (and for the purpose of clarity will not be redeemable) from the time the Club terminates your membership; and
- 9.4.2** you will not be able to transfer any points to any other member.
- 9.5** In the event the Member becomes Self-Excluded.
- 9.5.1** all of your Points and associated Rewards (whether they be Points and Rewards having accrued or not) will automatically be cancelled (and for the purpose of clarity will not be redeemable) from the time the Club terminates your membership; and
- 9.5.2** you will be placed in the Opt-Out Tier level.
- 9.5.3** you will not be able to transfer any points to any other member.
- 9.6** The Club may suspend or terminate the operation of Wests Group 'Wests' Rewards at any time and without prior notice to you. The Club gives no warranty as to the continuing availability of Wests Group Rewards.
- 9.7** Due to legislative restrictions on gaming related advertisements, a notice informing members of the suspension or termination of the operation of Wests Group 'Wests' Rewards may only be displayed in certain areas within the Club's premises (Members Notice).
- 9.8** In the event that the operation of Wests Group 'Wests' Rewards is terminated for whatever reason, all Points may be cancelled 30 days from the Club issuing a Members Notice and you will not be able to redeem any Rewards 30 days after the Club issues a Members Notice.