



# Pub Perks

## Terms & Conditions

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## **Pub Perks Rewards Loyalty Customer Rules**

These Rules set out the agreement between the person named in the attached membership application form and the Venue Operator in relation to their membership of the Pub Perks Rewards Loyalty Program ["The Program"] operated at the Venue by the Venue Operator.

### **1. Membership**

1.1 The Program is administered by the Venue Operator. Certain services relating to the Program may be provided by Tabcorp.

1.2 You must be over 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 Venue Operator to evidence your eligibility to be a member of the Program. If the Venue Operator determines that you do not qualify on either or both of the age or residency grounds, or because you have refused to produce evidence acceptable to the Venue Operator, the Venue Operator will immediately reject your application for membership or cancel your existing membership (if any) and any Points that you may have accrued will be immediately forfeited.

1.3 In order to apply for membership of the Program, you must complete and sign the Program membership application form. By signing the membership application form you acknowledge that you have read, understood and agreed to be bound by these Rules.

1.4 The Venue Operator has the right to refuse your application for membership in its sole and absolute discretion and without providing you with any reason.

1.5 Only one membership per person is permitted at the Venue. Your Card is only operative at the Venue. If you wish to join a loyalty program of another venue that has adopted a Pub Perks program, you must apply separately to each such venue to be able to earn points, redeem rewards or participate in any promotions at those other venues.

1.6 Unless authorised by the Venue Operator (in its absolute discretion), Associated Persons of the Venue Operator and Tabcorp are ineligible to join the Program. If you are a member of the Program and you subsequently become an Associated Person of the Venue Operator or Tabcorp, your membership of the Program will be automatically terminated and your Points (if any) immediately forfeited without compensation.

1.7 Persons who are excluded from gambling activities at any venue that has adopted a Pub Perks loyalty program are ineligible to join the Program. The membership of any person who becomes excluded after they have joined the Program will be automatically terminated and their Points (if any) forfeited. If it is discovered that for any reason an excluded person has joined the Pub Perks loyalty program, their membership will automatically be terminated and their Points (if any) forfeited.

1.8 You will notify the Venue Operator as soon as possible if you change your name and present to the Venue Operator valid identification acceptable to the Venue Operator.

1.9 You will notify the Venue Operator in writing of any change of address as soon as possible.

### **2. Cards**

2.1 Only one Card per person is permitted. A Card issued to you is personal to you and may only be used by you for the purposes of your membership of the Program. Cards remain the property of the Venue Operator (even when it is in your possession) and must be returned to the Venue Operator on demand.

2.2 Use of the Card by you indicates your continuing acceptance of these Rules.

2.3 It is your responsibility to protect your Card and take precautions against loss, theft or any unauthorized use. The Venue Operator does not accept any responsibility for misuse of lost or stolen Cards. You must immediately report to the Venue Operator any Card that is lost or stolen.

2.4 You must present identification acceptable to the Venue Operator in order to receive a replacement Card and you may be charged a fee for a replacement Card. The Venue Operator reserves the right to cancel your membership if you claim an excessive number (in the Venue Operator's sole opinion) of lost, stolen or damaged Cards.

2.5 The Venue Operator reserves the right at any time to require a person using a Card to provide valid identification acceptable to them to verify that that person is entitled to use that Card.

### **3. Password**

3.1 You must use your Card (and may be required to enter a password) in order to be able to access your Program membership via a Kiosk.

3.2 You must not disclose your password to any other person for any purpose whatsoever.

3.3 The Venue Operator will not be liable for any unauthorised exchange of Points or any other entitlement, benefit or reward where a 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 Card or by keeping a record of your

password in any article in which your Card is also kept).

#### **4. Points**

- 4.1 This section 4 applies to the extent that the Venue Operator elects or permits Points to be allocated in respect of the Program.
- 4.2 Points will not validly accrue on a Card whilst a person other than you uses your Card.
- 4.3 To earn Points, you must visit the Venue and use your Card at the Kiosk by swiping it in the card reader, or present your Card to Venue staff when making a purchase at any point of sale location within the Venue.
- 4.4 It is your responsibility to ensure that Points are actually registered when you use your Card at the Kiosk or other point of sale location. If you become aware that the Kiosk is not working, you should inform the Venue staff.
- 4.5 If you are a member of more than one venue that offers a Pub Perks membership program, your points are neither cumulative nor transferable (either between venues or to another person). You accrue points separately for each venue that you are a member of.
- 4.6 The basis and the rate upon which you may earn Points is determined by the Venue Operator in its sole and absolute discretion and is subject to change without prior notice to you, save that such changes will not be made retrospectively.
- 4.7 The Venue Operator 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 will be determined by the Venue Operator.
- 4.8 The Venue Operator reserves the right to adjust the number of Points that you have accumulated where any such Points have been accumulated as a result of any malfunction, Venue Operator fault or mistake, misrepresentation, misuse of your Card or as a result of any impropriety.
- 4.9 Unless as otherwise determined by the Venue Operator acting in its sole and absolute discretion and subject to change without prior notice to you, save that such changes will not be made retrospectively, the basis and the rate upon which you may earn Points is one (1) point per \$1 dollars of eligible spend in the venue (excluding Gaming Machines)
- 4.10 Unless otherwise specified by the Venue Operator, points that have not already been redeemed will automatically expire 1 year from the date that you earn them.
- 4.11 Any notice issued by the Venue Operator (whether via the Kiosk or otherwise) regarding the number of Points accrued to you will be final and conclusive.

#### **5. Rewards**

- 5.1 The references to Rewards in this section 5 apply if Points are allocated under section 4.
- 5.2 You may request Rewards from time to time from the then available Rewards offered by the Venue Operator. Additional Points needed to obtain a Reward cannot be purchased.
- 5.3 Subject to paragraph 5.6, the Venue Operator will determine the number of Points required to redeem any Reward and the Venue Operator may change the number of Points required to redeem any Reward at any time without notice to you.
- 5.4 Rewards offered to you are subject to change and availability and may be subject to certain conditions. The Venue Operator 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.
- 5.5 Subject to consumer guarantees set out in Division 1 of Part 3-2 of Schedule 2 of the Australian Consumer Law and except to the extent otherwise required by law:
- a) Rewards cannot be returned or exchanged, nor refunded for Points; and
  - b) the Venue Operator 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.
- 5.6 Notwithstanding paragraphs 5.3 and 5.5, if the Venue Operator 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 the Venue Operator will honour that Representation.

#### **6. Promotions**

- 6.1 From time to time, you may be invited to participate in Promotions at the Venue. 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.
- 6.2 Subject to consumer guarantees set out in Division 1 of Part 3-2 of Schedule 2 of the Australian Consumer Law and to the extent otherwise permitted by law, neither the Venue Operator nor Tabcorp makes any 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.

6.3 Notwithstanding paragraph 6.2, if the Venue Operator makes a Representation to you that a Prize will be awarded for a Promotion, then the Venue Operator will honour that Representation.

## **7. Third Party Offers**

7.1 Your membership of the Program may from time to time give you an opportunity to access Third Party Offers.

7.2 Even though membership of the Program may provide you with this opportunity, you acknowledge and agree that Third Party Offers are not offered or provided by the Venue Operator and that, subject to the Australian Consumer Law and to the extent otherwise permitted by law, the Venue Operator has no liability whatsoever to you in relation to the promotion or provision of 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 the Venue Operator.

7.3 You also acknowledge that Third Party Offers may be subject to terms and conditions of the third party supplier and may be withdrawn at any time.

7.4 Third Party Offers may also require 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. You acknowledge that the Venue Operator does not record or capture your credit card numbers when you enter them using the Kiosk and you enter your credit card details in the Kiosk at your own risk.

## **8. Changes to the Program**

8.1 The Venue Operator reserves the right to, at any time and from time to time and without prior notice to you, make changes to the Program and the policies and procedures concerning the manner in which Points and Rewards can be earned and redeemed. The Venue Operator may also, at any time and from time to time and after 30 days notice on the Website or on the Kiosks, make changes to these Rules.

8.2 A copy of the current Rules governing the Program may be obtained from the Venue, via the Kiosk or at the Website. You acknowledge that if there is at any time any inconsistency between the Rules obtained from these sources, the Rules included on the Website will take priority. You acknowledge and agree that it is your responsibility to at all times keep yourself apprised of the current Rules.

8.3 Changes will only be made to the Rules pursuant to this section 8 if those changes are reasonably necessary to protect the legitimate interests of either the Venue Operator or Tabcorp.

8.4 If a change is made to these Rules pursuant to this section 8 and that change will have a material detrimental effect on you, the Venue Operator will notify you directly of that change (e.g. by mail, phone, email or SMS).

## **9. Termination or suspension of the Program**

9.1 If the Program is cancelled, you will have 30 days from the date of an announcement to this effect by the Venue Operator to request Rewards after which time you will be deemed to have forfeited any Points not redeemed.

9.2 If you wish to terminate your membership of the Program you may do so by providing written notice to the Venue Operator and returning your Card to the Venue. Any Points which have not been redeemed at the time of cancellation will be deemed to be immediately forfeited.

9.3 The Venue Operator may immediately terminate your membership of the Program if:

- a) You do not strictly comply with any of the Rules or any procedures, policies or rules imposed by the Venue Operator;
- b) You do not comply with the terms and conditions relating to any Third Party Offer;
- c) You misuse your Card or that of another person; and/or
- d) You behave in a manner which the Venue Operator (in its sole discretion) considers to be dishonest, offensive, disruptive, intimidating, illegal and/or improper.

If your membership is cancelled pursuant to this paragraph 9.3, any Points you have accumulated will automatically be forfeited (unless the Venue Operator determines otherwise) and you will not be eligible to receive any benefits offered under the Program.

9.4 If you die, your membership will be automatically cancelled and your Points will be deemed to be immediately forfeited.

9.5 If your membership is terminated or cancelled for any reason, whether by you or by the Venue Operator, any Points you have accumulated will automatically be forfeited as of the date of termination (unless the Venue Operator determines otherwise) and you will not be eligible to receive any benefits offered under the Program. You are required to immediately return your Card to the Venue Operator when your membership is terminated or cancelled for any reason.

9.6 The Venue Operator 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.

9.7 You acknowledge and agree that the Venue Operator makes no representation or warranty that the Program will continue to be available for any period of time and the Venue Operator may cancel the Program at any time and from time to time without providing any reason. If the Venue Operator cancels the Program, you will have 30 days from the date of the Venue Operator's public announcement to this effect to redeem all Points, after which time any Points not redeemed will automatically be deemed to be forfeited.

## 10. Privacy

10.1 Your Personal Information will be collected, used and disclosed in accordance with following documents (and to the extent of any inconsistency between them, in accordance with the order of precedence below):

- a) these Rules;
- b) the relevant privacy policy of Tabcorp (see [www.tabcorp.com.au/util\\_privacy.aspx](http://www.tabcorp.com.au/util_privacy.aspx)); and
- c) the privacy policy of the Venue Operator (if any).

10.2. If you do not provide the necessary Personal Information to the Venue Operator, the Venue Operator may not be able to approve your application to join the Program.

10.3. If you send either the Venue Operator or Tabcorp a written request, they will, to the extent that they are required to do so by law, provide you with access to, and the ability to correct, your Personal Information. You may contact the Venue Operator and Tabcorp regarding your Personal Information as follows:

- a) Venue Operator: at the Venue;
- b) Tabcorp: in accordance with the details set out in the Privacy Policy referred to in paragraph 10.1 above.

10.4 Subject to paragraph 10.6, you authorise the Venue Operator, Tabcorp and their Associated Persons to collect, hold, use, transfer and disclose your Personal Information in connection with the following purposes:

- a) administration of the Program;
- b) the redemption of Points and the provision of Rewards;
- c) promoting, advertising and marketing of Promotions to you (including by means of email, SMS, post, telephone calls or in-person presentation);
- d) promoting, advertising and marketing by third parties of Third Party Offers to you (by means of email, SMS, post, telephone calls or in-person presentation);
- e) promoting, advertising and marketing any of the products and services of Tabcorp or any of its Related Bodies Corporate (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 the Venue Operator, Tabcorp and third parties;
- h) compliance by the Venue Operator or Tabcorp with any law; and
- i) compliance by the Venue Operator or Tabcorp with any lawful request of a law enforcement agency or government authority, (together, the 'Permitted Purposes').

10.5 Subject to paragraph 10.6, 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.

10.6 You must notify the Venue Operator if you do not wish to 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 the Venue Operator.

10.7 If you receive any communication from the Venue Operator that you have asked not to receive under paragraph 10.5, you must immediately inform the Venue Operator who will use reasonable endeavours to prevent such unauthorised communication re-occurring.

10.8 If you marked the relevant box on the membership application form, you request that the Venue Operator and Tabcorp and their Associated Persons can send you gaming machine advertising in connection with gaming machines operated at the Venue.

## 11. General

11.1 Subject to consumer guarantees set out in Division 1 of Part 3-2 of Schedule 2 of the Australian Consumer Law and to the extent otherwise permitted by law:

- a) without limiting any other provision of these Rules, you agree to release and forever discharge the Venue Operator and its Associated Persons from any Claim arising from any act or inaction of any person 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 the Venue Operator;
- c) the Venue Operator 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, the Venue Operator from any and all liability for any such Claim; and
- d) the Venue Operator will use reasonable endeavours to transmit notices and other relevant information to you whether via the Kiosk, the Website or by other means, but the Venue Operator 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, the Venue Operator will not be liable to you as a result of any inaccuracy contained in the Program, the Rules and any notices or information.

11.2 Decisions made by the Venue Operator in relation to membership and/or the administration of the Program are final and no correspondence will be entered into.

11.3 Any tax assessment or other government charge or liability or reporting requirement in relation to your participation in the Program, Promotions, receipt of Prizes, the receipt or redemption of Points or the receipt of any Rewards is your sole responsibility.

11.4 If any part of the Rules is at any time 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 the Rules and the remainder of the Rules will continue to have full force and effect.

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

11.6 In these Rules:

'Associated Persons' means the directors, employees (whether full-time, part-time or casual), Related Bodies Corporate, agents, contractors, advisors and owners of Tabcorp and the Venue Operator, respectively, (as is applicable).

'Australian Consumer Law' has the meaning given to 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 Venue and upon which Points are recorded (and includes any temporary Card(s) issued to you).

'Claim' means any loss, cost, claim, liability, demand or damage. 'Kiosk' means the Program branded kiosk situated at the Venue.

'Network Promotion' means a promotion developed by Tabcorp for the purpose of enabling members to potentially be awarded Prizes by the Venue Operator.

'Permitted Purposes' means the purposes specified in paragraph 10.4.

'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 be ascertained, including without limitation:

- a) Details in relation to your patronage of the Venue;
- b) Details in relation to Points that you have accrued;
- 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.

'Points' means points awarded by the Venue Operator to you when you visit the Venue and Present your Card to either the Kiosk or one of the Venue's point of sale locations.

Present means, in relation to a Card, to insert, swipe, touch or otherwise interface and exchange data between the Card and a Kiosk or one of the Venue's point of sale locations.

Prize means a prize, consisting of money, goods, additional Points or some other benefit, awarded by the Venue Operator to you as:

- a) part of a Venue Promotion, in which case the prize awarded shall be at the Venue Operator's sole discretion; or
- b) part of a Network Promotion, in which case the prize awarded shall be at Tabcorp's discretion; Program means the Pub Perks membership loyalty program operated by the Venue Operator at the Venue and which is governed in accordance with these Rules.

Promotion means a Venue Promotion or a Network Promotion or both, 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 which may, from time to time, be offered or provided to you by the Venue Operator in exchange for Points that you earn 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 thereto from time to time by the Venue Operator in its absolute and sole discretion.

'Tabcorp' means Tabcorp Gaming Solutions Pty Ltd ACN 138 853 765 or, as the context requires, any of its Related Bodies Corporate.

'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). For the avoidance of doubt, Network Promotions are not considered to be Third Party Offers.

'Venue Promotion' means a promotion 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 [www.raffertystavern.com.au](http://www.raffertystavern.com.au), the website at which these Rules can be found.

'Venue' means Raffertys Tavern 1145 Raglan Parade, Warrnambool VIC 3280 who is participating in the Program and in relation to which you have been granted membership of the Program, further details of which can be found at [www.raffertystavern.com.au](http://www.raffertystavern.com.au)

'Venue Operator' means Raffertys Tavern 1145 Raglan Parade, Warrnambool VIC 3280 being the operator of the Venue.

## ***Pub Perks Plus Rewards Loyalty Customer Rules***

### **1. Acceptance of Rules**

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

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

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

### **3. Membership**

- 3.1 The program is provided and administered by the Venue Operator. Certain services relating to the Program may be provided by Tabcorp.
- 3.2 You must be at least 18 years old and an Australian resident to join the Program. You may be asked at any time to produce valid identification acceptable to the Venue Operator to evidence your eligibility.
- 3.3 If you do not qualify or are unable to produce evidence acceptable to the Venue Operator, the Venue Operator will immediately reject your membership application or cancel your existing membership (if any) and any Points that you may have accrued will be immediately forfeited.
- 3.4 Excluded Persons are ineligible to join the Program. The membership of any person who is or becomes an Excluded Person will be automatically terminated and their Points (if any) forfeited.
- 3.5 You agree and acknowledge that it is your responsibility to inform the Venue Operator if you become an Excluded Person.
- 3.6 To apply for membership of the Program, you must complete and sign the Program membership application form. You acknowledge and agree that all information that you provide on your Program membership application form is true and correct.
- 3.7 The Venue Operator has the right to refuse your application for membership in its sole and absolute discretion and without providing you with any reason.
- 3.8 Only one membership per person is permitted at the Venue. Your Card is only operative at the Venue. If you wish to join a loyalty program of another venue that has adopted a Program, you must apply separately to that other venue.
- 3.9 Unless authorised by the Venue Operator (in its absolute discretion), Associated Persons of the Venue Operator and Tabcorp are ineligible to join the Program. If you are a member of the Program and you subsequently become an Associated Person of the Venue Operator or Tabcorp, your membership will be automatically terminated and your Points (if any) immediately forfeited without compensation.
- 3.10 You agree that you will not attempt to obtain membership of the Program or transact using your membership whilst you are intoxicated and you understand that you are fully liable for your actions and all activity regarding your membership whilst you are intoxicated.
- 3.11 You must not allow a minor to use your Card and must not disclose any of your membership details including your security details (including your PIN) to any minor.

#### **4. Notices**

4.1 An electronic communication from either the Venue Operator or Tabcorp 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 Venue Operator will be taken to be received by you on the next business day after it was sent, provided the Venue Operator has sent it to the most current email address provided by you. An electronic communication that you send to the Venue Operator will be taken to be received by the Venue Operator on the next business day after you send it, provided you send it to the most current email address provided by the Venue Operator.

4.3 It is your responsibility to ensure that your contact details, including your email address is current at all times. The Venue Operator 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 the Venue Operator in writing of any change of email address and postal address as soon as possible. The Venue Operator may require any reasonable written proof necessary to verify the change.

#### **5. Cards**

5.1 Only one Card per person. A Card issued to you is personal to you. Cards remain the property of the Venue Operator (even when it is in your possession) and must be returned to the Venue Operator on demand.

5.2 It is your responsibility to protect your Card and take precautions against loss, theft or any unauthorized use. The Venue Operator does not accept any responsibility for misuse of lost or stolen Cards. You must immediately report to the Venue Operator any Card that is lost or stolen.

5.3 You must present identification acceptable to the Venue Operator to receive a replacement Card and you may be charged a fee for a replacement Card. The Venue Operator reserves the right to cancel your membership if you claim an excessive number (in the Venue Operator's sole opinion) of lost, stolen or damaged Cards.

5.4 The Venue Operator reserves the right at any time to require a person using a Card to provide valid identification to verify that that person is entitled to use that Card.

#### **6. PIN**

6.1 You must use your Card (and may be required to enter a PIN) in order to be able to access your Program membership via a Kiosk.

6.2 You must not disclose your password to any other person for any purpose whatsoever.

6.3 The Venue Operator will not be liable for any unauthorised use, redemption of Points or any other entitlement as a result of your Card being lost or stolen or if a password becomes known to another person.

#### **7. Points**

7.1 You will earn Points for gaming turnover in a Gaming Machine located in the Venue in which your Card is inserted (or has been swiped) at the time of the spend.

7.2 Points will only be credited to your Card in respect of whole dollar bets placed on Gaming Machines.

7.3 It is your responsibility to ensure that Points are actually registered when you use your Card at the Kiosk. If you become aware that the Kiosk is not working, you should inform Venue staff.

7.4 If you are a member of more than one venue that offers a Program membership, your points are neither cumulative nor transferable (either between venues or to another person). You accrue points separately for each venue at which you have a membership.

7.5 Your membership is personal to you. Your membership and benefits associated with being a member of the Program (including Points) are not transferrable to anyone else, even in the event of your death. Points are not exchangeable for cash.

7.6 Unless as otherwise determined by the Venue Operator acting in its sole and absolute discretion and subject to change without prior notice to you, save that such changes will not be made retrospectively, the basis and the rate upon which you may earn Points is one (1) point per \$10.00 dollars of turnover on Gaming Machines at the Venue.

7.7 The Venue Operator 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 the Venue Operator.

7.8 The Venue Operator reserves the right to adjust the number of Points that you have accumulated where any such Points have been accumulated as a result of any malfunction, Venue Operator fault or mistake, misrepresentation, where there has been misuse or the Venue Operator reasonably suspects that there has been misuse of your Card or as a result of any impropriety.

7.9 Unless otherwise specified by the Venue Operator, Points will automatically expire 1 year from the date that you earn them.

7.10 Any notice issued by the Venue Operator (whether via the Kiosk, Gaming Machine in the Venue, Activity Statement or otherwise) regarding the number of Points accrued to you will be final and conclusive.

## **8. Rewards**

8.1 Points that you have accrued can be exchanged for available Rewards offered by the Venue Operator.

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, the Venue Operator 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. The Venue Operator reserves the right, in its sole and absolute discretion, to accept or reject upon reasonable grounds any request to receive a Reward without providing any reason to you.

8.5 Subject to consumer guarantees set out in Division 1 of Part 3-2 of Schedule 2 of the Australian Consumer Law and except to the extent otherwise required by law:

(a) Rewards cannot be returned or exchanged, nor refunded for Points; and

(b) the Venue Operator 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 the Venue Operator 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 the Venue Operator 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 at the Venue. Participation in these Promotions may be subject to certain terms and conditions. Terms and conditions applicable to a Promotion will prevail over these Rules to the extent of any inconsistency between them.

9.2 Subject to consumer guarantees set out in Division 1 of Part 3-2 of Schedule 2 of the Australian Consumer Law and to the extent otherwise permitted by law, neither the Venue Operator nor Tabcorp makes any 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 Venue Operator makes a Representation to you that a Prize will be awarded for a Promotion, the Venue Operator 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 Venue Operator and that, subject to the Australian Consumer Law and to the extent otherwise permitted by law, the Venue Operator 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 the Venue Operator.

10.3 You acknowledge that Third Party Offers may be subject to terms and conditions of the third party supplier and may be withdrawn at any time.

10.4 Third Party Offers may require a payment of a fee to the third party provider of the relevant Third Party Offer and this may require entry of your credit card details into the Kiosk for this purpose. If you choose to take up the Third Party Offer you acknowledge you enter your credit card details in the Kiosk at your own risk.

## **11. Player Activity Statements**

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

11.2 The Venue Operator will be responsible for issuing you with your Player Activity Statements.

11.3 At least once a year, the Venue Operator will send you a Player Activity Statement by email unless you have elected (on your membership application form or have notified the Venue Operator by notice in writing) to collect your Player Activity Statement from the Venue (Collection Option).

11.4 If you have elected the Collection Option, the Venue Operator will within 7 days after your Player Activity Statement is prepared, notify you by email that your Player Activity Statement is available for collection from the Venue (Collection Notice).

11.5 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).

11.6 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).

11.7 The Venue Operator will notify you in writing if a Suspension Event or a Termination Event occurs.

11.8 Additional copies of your Player Activity Statement can be obtained from the Venue Operator on written request. The Venue Operator may in its sole discretion charge a fee not exceeding \$20 for each additional Player Activity Statement.

## **12. Pre-Commitment**

12.1 You can at any time set a limit on the amount of time, in any 24 hour period determined by the Venue Operator, that you play Gaming Machines to earn Points (Time Limit) by giving notice to the Venue Operator (Time Limit Notice).

12.2 You can change the Time Limit (New Time Limit) at any time by giving the Venue Operator a new notice (Revised Time Limit Notice).

12.3 If the New Time Limit is an increase of the current Time Limit that has been set, this change will not take effect until the time determined by the Venue Operator (which will be at least 24 hours after the Revised Time Limit Notice is received by the Venue Operator).

12.4 You are not permitted to continue playing Gaming Machines as part of the Program and you will not accrue any Points for playing Gaming Machines when your Time Limit or any New Time Limit is reached.

## **13. Pre-Commitment Levels**

13.1 You can set a limit on:

(a) your net loss when playing Gaming Machines as part of the Program in any 24 hour period determined by the Venue Operator (Loss Limit) by giving notice to the Venue Operator (Loss Limit Notice); and

(b) your net loss when playing Gaming Machines as part of the Program in any year determined by the Venue Operator (Yearly Loss Limit) by giving notice the Venue Operator (Yearly Loss Limit Notice).

13.2 You can change the Net Loss Limit (New Loss Limit) at any time by giving the Venue Operator a new notice (Revised Loss Limit Notice).

13.3 If the New Loss Limit is an increase of the current Loss Limit that has been set, this change will not take effect the time determined by the Venue Operator (which will be at least 24 hours after the Revised Loss Limit Notice is received by the Venue Operator).

13.4 You can change the Yearly Net Loss Limit (New Yearly Loss Limit) at any time by giving the Venue Operator a new notice in writing (Revised Yearly Loss Limit Notice).

13.5 If the New Yearly Loss Limit is an increase of the current Yearly Loss Limit that has been set, this change will not take effect until the time determined by the Venue Operator (which will be at least 24 hours after the Revised Yearly Loss Limit Notice is received by the Venue Operator).

13.6 You are not permitted to continue playing Gaming Machines as part of the Program and will not accrue any Points for playing Gaming Machines when your Loss Limit, any New Loss Limit, Yearly Loss Limit or any New Yearly Loss Limit is reached.

## **14. Termination by you**

14.1 At least once each year, the Venue Operator will send you a notice in writing informing you of your right to terminate your membership of the Program.

14.2 You may terminate your membership of the Program at any time by giving the Venue Operator notice in writing and returning your Card to the Venue (Opt Out Notice).

14.3 On receipt of an Opt Out Notice, the Venue Operator will immediately cancel your membership and any Points which you have not been redeemed at the time of cancellation will be immediately forfeited.

## **15. Termination and suspension of membership by the Venue Operator**

15.1 The Venue Operator may suspend your membership in the Program to investigate your membership and the use of your Card if the Venue Operator 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. The Venue Operator will notify you in writing of such suspension.

15.2 The Venue Operator 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 the Venue Operator;
- (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 the Venue Operator (in its sole discretion) considers to be dishonest, offensive, disruptive, intimidating, illegal and/or improper.

15.3 If your membership is cancelled pursuant to paragraph 15.2:

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

15.4 If you die, your membership will be automatically cancelled and your Points will be deemed to be immediately forfeited.

## **16. Termination of the Program by the Venue Operator**

16.1 The Venue Operator reserves the right to, at any time and from time to time, cancel the Program in whole or in part or suspend it for any period for any reason after giving 30 days' notice on the Website or on the Kiosk.

16.2 You acknowledge and agree that the Venue Operator makes no representation or warranty that the Program will continue to be available for any period of time.

16.3 If the Venue Operator cancels the Program pursuant to this clause 16, you will have 30 days from the date of the Venue Operator's notice to redeem all Points. Points not redeemed after this time will be forfeited.

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

17.1 If your membership in the Program is terminated for any reason;

- (a) all benefits associated with the Program whether they have accrued or not will lapse; and
- (b) notwithstanding any other provisions in these Rules, you will not receive any marketing or promotional materials in relation to Gaming Machines and gaming products and services from the date your membership in the Program is cancelled.

17.2 If your membership in the Program is terminated for any reason and you subsequently become eligible to re-join the Program, you must complete a new membership application form.

17.3 Notwithstanding any other provisions in these Rules, if your membership in the Program is suspended for any reason you will not receive any marketing or promotional materials in relation to Gaming Machines and gaming products and services during the period of suspension.

17.4 You agree that the Venue Operator and Tabcorp will not be liable for any loss or damage whatsoever which you or anyone else may suffer as a result of any termination or suspension of your membership in the Program.

## **18. Privacy**

18.1 The Venue Operator will collect, hold, use and disclose your Personal Information in accordance with the Privacy Act 1988 (Cth), the Venue Operator's privacy policy (if any) and the Tabcorp Privacy Policy (see [www.tabcorp.com.au/privacy.aspx](http://www.tabcorp.com.au/privacy.aspx)). You should read the Venue Operator's privacy policy (if any) and the Tabcorp Privacy Policy in full before joining the Program.

18.2 If you do not provide the necessary Personal Information to the Venue Operator, the Venue Operator may not be able to approve your application to join the Program.

18.3 Information about how to access and correct Personal Information held by the Venue Operator should be available in their privacy policy (if any). To access and/or correct Personal Information held by the Venue Operator, send them a written request (addressed to the Venue) and they will, to the extent that they are required to do so by law, provide you with access to, and the ability to correct, your Personal Information.

18.4 By agreeing to the Program Rules, you consent to receiving offers and promotional material from third parties (including, but not limited to Tabcorp), but you may withdraw that consent at any time by writing to the Venue Operator.

18.5 If you mark the relevant box(es) on the membership application form, you request to be contacted in relation to Promotions or Third Party Offers, using a particular method (e.g. phone, email or SMS). You can opt-out from receiving communications at any time, by writing to the Venue Operator. Further, you can also opt-out of receiving communications from Tabcorp at any time, by emailing the Tabcorp Privacy Officer at [privacy@tabcorp.com.au](mailto:privacy@tabcorp.com.au).

18.6 If you receive any communication from the Venue Operator that you have asked not to receive under paragraph 18.5, you must immediately inform the Venue Operator.

18.7 If you marked the relevant box on the membership application form, you request that the Venue Operator and Tabcorp and their Associated Persons send you gaming machine advertising in connection with gaming machines operated at the Venue.

## **19. Information Access**

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

19.2 You must produce valid identification acceptable to the Venue Operator to evidence your current or prior membership of the Program before the Venue Operator will grant you access. Unless required by law, the Venue Operator 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 Venue Operator or Tabcorp may provide information about the Program (other than your Personal Information) to any person or body for research purposes if it is directed to do so by any government authority.

## **20. General**

20.1 Subject to consumer guarantees set out in Division 1 of Part 3-2 of Schedule 2 of the Australian Consumer Law and to the extent otherwise permitted by law:

(a) without limiting any other provision of these Rules, you agree to release and forever discharge the Venue Operator and its Associated Persons from any Claim arising in connection with the Program, Promotions, Prizes, Points, Rewards and Third Party Offers, including (without limitation) any errors or admissions (including negligence) in representations, information, publications or advertisements directly or indirectly pertaining to the Program, Promotions, Prizes, Points, Rewards or Third Party Offers;

(b) all express and implied warranties (whether statutory or otherwise) relating in any way to the subject matter of these Rules (including, without limitation, in connection with the operation of the Program, Promotions, Prizes, Points and Rewards and any goods or services obtained by you in respect of Third Party Offers) are excluded by the Venue Operator;

(c) the Venue Operator 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, the Venue Operator from any and all liability for any such Claim; and

(d) the Venue Operator will use reasonable endeavours to transmit notices and other relevant information to you whether via the Kiosk, the Website or by other means, but the Venue Operator 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, the Venue Operator will not be liable to you as a result of any inaccuracy contained in the Program, the Rules and any notices or information.

20.2 Decisions made by the Venue Operator in relation to membership and/or the administration of the Program are final and no correspondence will be entered into.

20.3 Any tax assessment or other government charge or liability or reporting requirement in relation to your participation in the Program, Promotions, receipt of Prizes, the receipt or redemption of Points or the receipt of any Rewards is your sole responsibility.

20.4 If any part of the Rules is at any time illegal, invalid or unenforceable then it will be 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 the Rules and the remainder of the Rules will continue to have full force and effect.

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

## **21 Definitions In these Rules:**

'Act' means the Gambling Regulations Act 2003 (Vic) as amended from time to time.

**'Associated Persons'** means the directors, employees (whether full-time, part-time or casual), Related Bodies Corporate, agents, contractors, advisors and owners of Tabcorp and the Venue Operator, respectively, (as is applicable).

**'Australian Consumer Law'** has the meaning given to 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 Venue and upon which Points are recorded (and includes any temporary Card(s) issued to you).

**'Claim'** means any loss, cost, claim, liability, demand or damage.

**'Excluded Person'** means any person as determined by the Venue Operator or Tabcorp or any other wagering and or betting operator in Australia or overseas to be ineligible to participate in any gambling services and any person who has informed the Venue Operator or Tabcorp or Tabcorp or any other wagering and or betting operator in Australia or overseas that they wish to be ineligible to participate in any gambling services.

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

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

**'Network Promotion'** means a promotion that is based on a game of skill with no element of chance developed by Tabcorp for the purpose of enabling members to potentially be awarded Prizes by the Venue Operator.

**'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 be ascertained, including without limitation:

- (a) Details in relation to your patronage of the Venue;
- (b) Details in relation to Points that you have accrued;
- (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.

**'Present'** means, in relation to a Card, to insert, swipe, touch or otherwise interface and exchange data between the Card and a Kiosk or one of the Venue's point of sale locations.

**'Prize'** means a prize, consisting of money, goods, additional Points or some other benefit, awarded by the Venue Operator to you as:

- (a) part of a Venue Promotion, in which case the prize awarded shall be at the Venue Operator's sole discretion; or
- (b) part of a Network Promotion, in which case the prize awarded shall be at Tabcorp's discretion;

**'Program'** means the "Pub Perks Plus Rewards" branded membership loyalty program operated by the Venue Operator at the Venue and which is governed in accordance with these Rules.

**'Promotion'** means a Venue Promotion or a Network Promotion or both, 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 earn 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 thereto from time to time by the Venue Operator in its absolute and sole discretion.

**'Tabcorp'** means Tabcorp Gaming Solutions Pty Ltd ACN 138 853 765 or, as the context requires, any of its Related Bodies Corporate.

**'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). For the avoidance of doubt, Network Promotions are not considered to be Third Party Offers.

**'Venue'** means the venue listed below who is participating in the Program and in relation to which you have been granted membership of the Program, further details of which can be found at the Website.

**'Venue Operator'** means the operator of the Venue listed below in Rule 22.

**'Venue Promotion'** means a promotion that is based on a game of skill with no element of chance developed by the Venue Operator for the purpose of enabling members to potentially be awarded Prizes by the Venue Operator.

**'You'** or **'you'** means a person who is eligible for membership of the Program and who is accepted as a member of the Program at the Venue and whose membership has not been cancelled or terminated.

**'Website'** means the website at which these Rules can be found as notified by the venue Operator.

## **22 Venue and Venue Operator details**

Raffertys Tavern

1145 Raglan Parade, Warrnambool VIC 3280

[www.raffertystavern.com.au](http://www.raffertystavern.com.au)

Think! About Your Choices

Call Gambling Help 1800 858 858 or visit

[www.gamblinghelponline.org.au](http://www.gamblinghelponline.org.au)