

Terms and Conditions:

1. GENERAL

- 1.1. These terms and conditions apply to the member rewards program established and administered by Rich River Golf Club Limited (ABN 48 001 357 071) known as Rich River Rewards.
- 1.2. By participating in the Rich River Rewards program 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 4 relating to personal information.
- 1.3. Rich River Golf Club Ltd reserves the right to amend the terms and conditions governing the Rich River Rewards program at any time without prior notice to you.
- 1.4. The rewards offered under the Rich River Rewards program are a courtesy extended to you at our sole and absolute discretion and are not automatic entitlements (legal or otherwise).
- 1.5. References to:
 - 1.5.1. "we", "our" and "us" are references to Rich River Golf Club Limited.
 - 1.5.2. "membership" means your membership of Rich River Golf Club Limited.
- 1.6. Your membership and any accrued points or rewards are not transferable.
- 1.7. The accrual of points or the redemption of rewards are not available in conjunction with any other discount, promotion or program offered by us unless otherwise stated.
- 1.8. We reserve the right to decide any matter or settle any dispute arising directly or indirectly out of or in conjunction to Rich River Rewards and our decision on any such matter or dispute will be final and binding and no correspondence will be entered into.
- 1.9. Subject to any applicable law which cannot be excluded, we accept no liability for any loss, damage or injuries suffered or sustained (including but not limited to direct or consequential loss or losses arising from our negligence) by you arising directly or indirectly out of or in connection to Rich River Rewards and you release or discharge us from any liability for any such loss, damage or injury. If we are liable in any way, then our liability will be limited to allocating to you player account the number of points which we consider appropriate in connection with your relevant claim.
- 1.10. 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 Rich River Rewards, the accumulation of points or the redemption of rewards.
- 1.11. Unless otherwise stated, any material published by us pertaining to these terms and conditions, including material related to the rate of accrual of points, redemption of points or any rewards, will form part of the terms and conditions of the Rich River rewards, which may be varied by us from time to time at our discretion.

- 1.12. 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 served from these terms and conditions and the remaining provisions of these terms and conditions will not continue to have full force and effect.

2 MEMBERSHIP

- 2.1. You must maintain a current financial membership of Rich River Golf Club Ltd and be over 18 years of age to qualify for the Rich River Rewards program.
- 2.2. You may opt out of the reward program at any time by notifying the Chief Executive Officer in writing. When opting out of the program you will be unable to participate in any of the promotional rewards or benefits offered to Rewards members.
- 2.3. Members are only permitted one membership card at a time and must not allow other persons to use their card. This may result in disciplinary action and possible forfeiture of any reward points.
- 2.4. Your membership card must be used when making purchases or playing gaming machines in order to receive any reward points.
- 2.5. The membership card issued to you remains the property of the Club.
- 2.6. It is your responsibility to protect your membership card and to take precautions against its theft, loss, damage or misuse.
- 2.7. We request that you select a personal identification number (PIN) in a form specified by us to be issued to you for the purposes of protecting the information contained on your membership card from the misuse, unauthorised accesses, modification or disclosure.
- 2.8. You must promptly notify the Club in writing:
 - 2.8.1. of any change of your address; and
 - 2.8.2. if your membership card is lost, stolen, damaged or misused in any way.
- 2.9. You may 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.
- 2.10. You acknowledge that we do not accept responsibility and do 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).

3 POINTS AND REWARDS

- 3.1. Your membership provides you with an opportunity to accrue points for the redemption of rewards from the Club. The number of points earned will determine your eligibility to redeem rewards.
- 3.2. The basis on which you can accrue points of redeem rewards (including these terms and conditions) is determined solely by us (in our absolute discretion) and is subject to change from time to time without prior notice to you.

- 3.3. Points can only start to be entered in your player account after:
 - 3.3.1. your application for membership has been accepted by the Board of Directors of the Club (who may reject an application for membership without giving any reason for the rejection); and
 - 3.3.2. your player account has been activated.
- 3.2. You will accrue rewards points as a result of certain eligible transactions at the rate determined by the Club. The rate of accrual of points are subject to change at the Club's discretion.
- 3.2. It is your responsibility to ensure your membership card is:
 - 3.2.1 inserted into, and accepted by, the membership card terminal (eg. of a gaming machine or point of sale terminal); and
 - 3.2.2 is working and accruing points during the course of your play of the gaming machine or at point of sale terminals etc (as the case may be).
 - 3.2.3 We are not liable for the failure of your membership card to accrue points or any reason whatsoever (including but not limited to membership card terminal error, operator error or misrepresentation, our act or omission (including negligence), or membership card malfunction).
- 3.3. We reserve the right:
 - 3.3.1. to adjust the number of points you have accrued if the points were accrued as a result of membership card terminal error, operator error or misrepresentation or for any other reason resulting in the points being invalidly accrued; and
 - 3.3.2. to change the rate and manner in which points are accrued (including but not limited to the transactions that we classify as eligible transactions and the rate of point accrual) and set and change the number of points to redeemed for any rewards.
- 3.4. Points will not validly accrue on your membership card while it is being used by another person.
- 3.5. Points are not transferable, non-refundable and cannot be redeemed for cash.
- 3.6. You may only redeem rewards from points validly accrued by you and we may require proof of identification when you request or redeem a reward.
- 3.7. Points earned must be redeemed for rewards by close of business on the 31st January of each year (or such other period as we may specify from time to time). Any points not redeemed by that date (or such other period as we may specify from time to time) will be forfeited.
- 3.8. Points used by you to redeem rewards will be deducted from your player account balance when; you submit your request to redeem a reward.
- 3.9. We will not be responsible for replacing points due to a lost, stolen, damaged or faulty membership card.

- 3.10. Rewards are not transferable or refundable or exchangeable for cash.
- 3.11. Rewards are subject to availability and we reserve the right to cancel, withdraw or substitute any rewards at any time in our absolute discretion.
- 3.12. We do not accept liability for:
 - 3.12.1 any lost or stolen rewards or reward vouchers after they have been issued;
 - 3.12.2 any loss or damage arising from our cancellation, withdrawal or substitution of any rewards; or
 - 3.12.3 the unavailability of any rewards that we previously displayed points. or promoted as being available for the redemption of
- 3.13. We make no representation and give no warranty (either expressly or implied) as to the quality, standard, fitness of suitability for purpose of the rewards.

4 PRIVACY

- 4.1. The information we collect arising directly or indirectly out of in connection with your membership shall become and remain our property.
- 4.2. You consent to us collecting and retaining your personal information (including concerning your membership) for the purposes of:
 - 4.2.1 carrying out the functions and activities that are necessary for us to meet our obligations to you under these terms and conditions;
 - 4.2.2 disclosing your personal information to third parties who are engaged by us to assist in meeting our obligations to under these terms and conditions;
 - 4.2.3 marketing our goods and services to you;
 - 4.2.4 meeting legal requirements or fulfilling any purpose authorised by or under law.
- 4.3. The Club will, at your request, provide you with access to your personal information held by the Club if (in our opinion) it is reasonable to do so.
- 4.4. It is your responsibility to ensure that your personal information held by the Club is accurate, complete and up-to-date. Where reasonable, you will be granted access to your personal information for the purposes of establishing that the information is accurate, complete and up-to-date.

5 TERMINATION

- 5.1. 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 points and rewards having accrued or not) will be permanently cancelled.

- 5.2. We may terminate or suspend your membership (in our absolute discretion) if we believe (in our absolute discretion) that the following occurs:
 - 5.2.1. you fail to strictly comply with these terms and conditions;
 - 5.2.2. your Club membership expires, is cancelled or is suspended;
 - 5.2.3. your conduct is deemed to be offensive, dishonest, disruptive, intimidating, unbecoming or prejudicial to our interests;
 - 5.2.4. you interfere with or misuse any equipment or property; or
 - 5.2.5. you die or are bankrupt.
- 5.3. In the event we terminate your membership:
 - 5.3.1. all of your points and associated rewards (whether they be points and rewards having accrued or not) will automatically be permanently cancelled (and will not be redeemable) from the time we terminate your membership; and
 - 5.3.2. you must immediately return your membership card to us.
- 5.4. We may suspend or terminate the operation of the Rich River Rewards program at any time and without prior notice to you. We give no warranty as to the continuing availability of Rich River Rewards.
- 5.5. Due to legislative restrictions on gaming related advertisements, a notice informing members of the suspension or termination of the operation of Rich River rewards may only be displayed in certain areas within the Club's premises (Members Notice).

In the event that operation of Rich River 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.