



# The Coro Club Loyalty Rewards Program Detailed Terms and Conditions

Think! About your choices. Call Gambling Help 1800 858 858 or www.gamblinghelp.nsw.gov.au

Is gambling a problem for you? Counselling and Self-Exclusion may help. ClubSAFE Counselling Service 1800 99 77 66. 24hrs, 7days

Player activity statements are available upon request

#### General

- 1.1. These terms and conditions form an integral part of the rewards program known as 'Loyalty Rewards', established and administered by The Coro Club LTD . ABN 76001071245 (the Club)
- 1.2. References to:
  - 1.2.1. "we", "our" and "us" are references to the Club
  - 1.2.2. "member" means an eligible member of the Club who participates in Loyalty Rewards under these terms and conditions
  - 1.2.3. "membership" means your membership of the Coro Club Ltd and Loyalty Rewards.
- 1.3. Members who participate in Loyalty Rewards are deemed to accept these terms and conditions and provide the consent specified in paragraph 7 relating to personal information. The Club may amend the terms and conditions of the Loyalty Rewards program from time to time at the Club's complete discretion. A current copy of the terms and conditions is available from Club reception.
- 1.4. The rewards offered by the Club are a courtesy extended to members at the Club's sole discretion and are not automatic entitlements (legal or otherwise).
- 1.5. The basis by which members can accrue points or redeem rewards (including these terms and conditions) is determined solely by the Club in its sole and absolute discretion and is subject to change from time to time without prior notice to you.
- 1.6. The Club reserves the right to decide any matter or settle any dispute arising directly or indirectly out of or in connection to Loyalty Rewards and any decision by the Club on any such matter or dispute will be final and binding and no correspondence will be entered into.
- 1.7. Subject to any applicable law which cannot be excluded, the Club and its officers, employees, agents and contractors 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 negligence) by any member arising directly or indirectly out of or in connection with Loyalty Rewards, and members release and discharge the Club, officers, employees, agents and contractors from any liability for any such loss, damage or injury. If we are liable to you in any way, then our liability will be limited to allocating to your membership account the number of points which we consider is appropriate in connection with your relevant claim.
- 1.8. Your membership and any accrued points are not transferrable.
- 1.9. The accrual or redemption of Loyalty Rewards Points is not available in conjunction with any other offer, promotion or discount unless stated otherwise.
- 1.10. You are entitled to request a Player Activity Statement from the Club if during the relevant period covered by the Player Activity Statement you have inserted your membership card into the membership card terminal of a gaming machine while playing a gaming machine.

- 1.11. 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 Loyalty Rewards, the accumulation of Points or the redemption of Rewards.
- 1.12. If part or all of any 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. The Coro Club Loyalty Rewards Program Membership

- 2.1. Membership of Loyalty Rewards comes with an eligible person's membership of the Club. It is a requirement of membership of Loyalty Rewards that you keep and maintain your Club membership.
- 2.2. A member has the right to opt out of the Loyalty Rewards program at any time, by notifying the Chief Operating Officer in writing.
- 2.3. You will promptly notify the Club in writing:
  - 2.3.1. of any change in your address; and
  - 2.3.2. if your membership card is lost, stolen, damaged or misused in any way.
- 2.4. Membership is only open to individuals and is not open to corporate entities or any other entities.
- 2.5. Membership is only open to individuals aged 18 years and over at the date of joining.
- 2.6. There are five tiers of membership being Diamond, Platinum, Gold, Silver and Bronze.
- 2.7. All eligible members automatically are granted the introductory level of Bronze.
- 2.8. To be eligible for any other tier (Diamond, Platinum, Gold or Silver) within the membership you must earn the number of Points required under Loyalty Rewards within each twelve month period (or such other period as we may specify from time to time). The number of Points required to be earned for each tier membership will be published by us, which may be subject to change from time to time without prior notice to you.
- 2.9. We reserve the right to make any changes to these terms and conditions, at any time, including to:
  - 2.9.1. 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 membership and the method and rates of Point accrual and rewards offered under Loyalty Rewards;
  - 2.9.2. Set and change the number of points required to be earned under the Loyalty Rewards within any period for eligibility to any tier of membership within the program; and
  - 2.9.3. move your membership into another tier of membership regardless of the amount of Points accrued by you at any time without notice to you.
- 2.10. The Club reserves the right to amend or alter the rules at anytime including, without the limitation, changes to:
  - 2.10.1. the terms and conditions (including those included in any other brochures or materials)
  - 2.10.2. the type and availability of rewards
  - 2.10.3. the number of points required for the redemption of rewards
  - 2.10.4. the expiry or accrual of points
  - 2.10.5. duration of the period used to determine membership tiers
  - 2.10.6. eligibility of membership to Loyalty Rewards
  - 2.10.7. the services and products available at the Club.
- 2.11. Promotional Offers can be varied at any time at the discretion of the Club and will be subject to the specific terms and conditions of that promotional Offer.
- 2.12. It is the member's responsibility to ensure that they keep up to date with the terms, conditions, features and requirements of The Coro Club Loyalty Rewards Program.

## 3. Membership Cards

- 3.1. You are only permitted one membership card at any one time.
- 3.2. The membership card issued to you remains the property of the Club.

- 3.3. You must sign your membership card as soon as receiving it and regularly check it is in your possession.
- 3.4. 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.
- 3.5. It is your responsibility to protect your membership card and to take precautions against its theft, loss, damage or misuse.
- 3.6. 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)
- 3.7. 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.

#### 4. Points and Rewards

- 4.1. You will accrue Points as a result of certain eligible transactions at the standard rate unless otherwise stated. The standard rate of accrual of Points will be available from Club reception and will be subject to change from time to time.
- 4.2. It is your responsibility to ensure that your membership card is:
  - 4.2.1. inserted into, and accepted by, the membership card terminal (e.g. of a gaming machine); and
  - 4.2.2. 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).
- 4.3. We are not liable for the failure of your membership card to accrue Points for 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).
- 4.4. Points will only accrue on functions held for a private purpose (birthday, wedding, anniversary or other personal or family gathering) of the relevant member and booked and paid for by that member. Corporate, business, community and other functions which are not private purpose functions will not be eligible to accrue points on a member account. Where any doubt exists as to whether the function is eligible or not, we shall decide in our sole and absolute discretion. Any decision by us on any such matter or dispute will be final and binding and no correspondence will be entered into.
- 4.5. We reserve the right:
  - 4.5.1. 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, our act or omission (including negligence), membership card malfunction or for any other reason resulting in the Points being invalidly accrued; and
  - 4.5.2. 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 standard rate of Point accrual) and set and change the number of Points to be redeemed for any Rewards.
- 4.6. Points will not validly accrue on your membership card while it is being used by another person. It is a breach of these terms and conditions to use or swipe another member's membership card at the entry kiosk or any other area of the Club.
- 4.7. 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.
- 4.8. Points earned by members in the Gold, Silver and Bronze tiers can only be redeemed for Rewards by the 30<sup>th</sup> June 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.
- 4.9. Points used by you to redeem Rewards will be deducted from your Membership Account balance when you submit your request to redeem a Reward.
- 4.10. We will not be responsible for replacing Points due to a lost, stolen, damaged or faulty membership card.
- 4.11. Rewards are redeemable on a first come first served basis.

- 4.12. Rewards are not transferable, refundable or exchangeable for cash.
- 4.13. Rewards are subject to availability and we reserve the right to cancel, withdraw or substitute any Rewards at any time in our sole and absolute discretion.
- 4.14. If you wish to use your Loyalty Rewards Points to pay your utility invoice, take your tax invoice to the Club reception during business hours on a working weekday. A copy of the invoice will be taken and provided to the Administration department who will pay the invoice within five working weekdays and forward a receipt to you. The appropriate amount of Points will be deducted from your Loyalty Rewards account. The Club is not responsible for any costs, fees or penalties arising from late payment or incorrect payment, malfunctions or other issues arising from the process.
- 4.15. Pay-by-Points discounts are only available for transactions in which full payment is made by points.
- 4.16. Discounted function room hire is dependent upon availability of Club facilities on a first-in-first-served basis. Any decision by the Club on the availability or non-availability of the Club facilities will be final and binding and no correspondence will be entered into. The discount only applies to the room hire charges and not any other goods or services. The rate of discount applicable depends on the tier of the relevant member at the time of booking.
- 4.17. Tier bonus points are calculated and allocated automatically by the system based on standard specifications for each tier.
- 4.18. The Club offers Tier Status Matching to members who are able to provide appropriate evidence. The Club's assessment of the appropriateness of the evidence provided will be final and binding and no correspondence will be entered into.
- 4.19. Discounted Coro Club Motel Accommodation is dependent upon availability on a first-in-first-served basis. Any decision by the Club on the availability or non-availability of the accommodation will be final and binding and no correspondence will be entered into. The discount only applies to the room rate and not any other goods or services. The rate of discount applicable depends on the tier of the relevant member at the time(s) of payment.
- 4.20. Discounted and complimentary Show Tickets are dependent upon availability of tickets for the relevant show at the relevant time. Tickets may be available to all members on a first-in-first-served basis or the Club may provide specific allocations to certain tiers for certain shows or may provide certain tiers with the opportunity to procure tickets prior to making tickets available to all tiers. Any decision by the Club on the availability or non-availability of tickets, specific tier allocations, priority access and/or pre-release offers will be final and binding and no correspondence will be entered into. Access to tickets will be based on the relevant member's tier at the relevant time of any offer, pre-release, priority allocation or other relevant process undertaken by the Club. The discount only applies to the ticket price and not any other goods or services related to the event or show. The rate of discount applicable depends on the tier of the relevant member at the time(s) of payment.
- 4.21. We do not accept liability for:
  - 4.21.1. any lost or stolen Rewards or Rewards vouchers after they have been issued;
  - 4.21.2. any loss or damage arising from our cancellation, withdrawal or substitution of any Rewards; or
  - 4.21.3. the unavailability of any Rewards that we previously displayed or promoted as being available for the redemption of Points.
- 4.22. We make no representation and give no warranty (either expressly or impliedly) as to the quality, standard, fitness or suitability for purpose of the Rewards.
- 4.23. Subject to these terms and conditions Points are awarded to Members for gaming turnover and non-gaming spend in participating facilities at the Club and for other activities as the Club may from time to time determine. Information in respect of the earning of Points is available at Club reception.
- 4.24. Employees, agents and or contractors may or may not be eligible for all promotions / rewards as part of the Loyalty Rewards Program as deemed appropriate by Management.

## 5. Membership Tiers

- 5.1. A Member will be assigned a Tier level based upon the criteria set out within these terms and conditions and any other relevant materials.
- 5.2. Membership levels will be reviewed each month and members can move up to a higher level at this time. Members can only be moved down one or more levels every 6 months in January and July.
- 5.3. Members can check what tier they are in at any membership kiosk or when they insert their membership card in a gaming machine.
- 5.4. If a member disputes their level of points or allocated tiered level, they first discuss the matter with Club staff. If this fails to address the member's concern, the member may write to the GM outlining the issue and the member's specific concerns.

# 6. Personal Identification Number (PIN)

- 6.1. We may 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 misuse, unauthorised access, modification or disclosure.
- 6.2. We reserve the right to restrict your ability to accrue Points or to redeem Rewards (as the case may be) by limited eligibility of membership to those members issued with PINs.
- 6.3. You are solely responsible for ensuring that your PIN is kept confidential and that no other person has access to your membership card. You are liable for any losses that might arise from, or in connection with, your failure to comply with such responsibilities.
- 6.4. We shall not be liable for:
  - 6.4.1. any unauthorised dealing with your Points or redemption of Rewards (as the case may be); or
  - 6.4.2. any other loss, damage or injury to you resulting from the disclosure of your PIN (whether such disclosure was intentional or not and includes disclosure which was negligent) to another person by us or by you.
- 6.5. We reserve the right to require you to reselect an alternative PIN.
- 6.6. You may only select or reselect a PIN if you present at least one item of acceptable photo identification at the time you select or reselect your PIN. In the event you forget your PIN or request that your PIN be re-set, you will also be required to present at least one item of acceptable photo identification.
- 6.7. You should not write your PIN on your membership card or keep a record of your PIN within any article in which you carry your membership card or which is likely to be lost or stolen simultaneously with your membership card.

#### 7. Privacy

- 7.1. The information we collect arising directly or indirectly out of or in connection with your membership shall become and remain our property.
- 7.2. You consent to us collecting and retaining your personal information (including information concerning your membership) for the purposes of:
  - 7.2.1. carrying out the functions and activities that are necessary for us to meet our obligations to you under these terms and conditions;
  - 7.2.2. disclosing your personal information to third parties who are engaged by us to assist in meeting our obligations to you under these terms and conditions;
  - 7.2.3. marketing our goods and services to you;
  - 7.2.4. disclosing your personal information to selected third parties to allow them to market their goods and services to you unless you inform us otherwise; and
  - 7.2.5. meeting legal requirements or fulfilling any purpose authorised by or under law.
- 7.3. 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.

7.4. 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.

# 8. Termination of The Coro Club Loyalty Rewards Program

- 8.1. 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.
- 8.2. We may terminate or suspend your membership (in our absolute discretion) if we believe (in our sole and absolute discretion) that the following occurs:
  - 8.2.1. you fail to strictly comply with these terms and conditions;
  - 8.2.2. your Club membership expires, is cancelled or is suspended;
  - 8.2.3. your conduct is deemed to be offensive, dishonest, disruptive, intimidating, unbecoming or prejudicial to our interests;
  - 8.2.4. you interfere with or misuse any equipment or property;
  - 8.2.5. you die or are bankrupt; or
- 8.3. In the event we terminate your membership:
  - 8.3.1. 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 we terminate your membership; and
  - 8.3.2. you must immediately return your membership card to us.
- 8.4. We may suspend or terminate the operation of Loyalty Rewards at any time and without prior notice to you. We give no warranty as to the continuing availability of Loyalty Rewards.
- 8.5. Due to legislative restrictions on gaming related advertisements, a notice informing members of the suspension or termination of the operation of Loyalty Rewards may only be displayed in certain areas within the Club's premises (Members Notice).
- 8.6. In the event that the operation of Loyalty 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.