

AGINCOURT VIP REWARDS' TERMS & CONDITIONS 2017.

AGINCOURT VIP REWARDS MEMBERSHIP

1. **AGINCOURT VIP REWARDS** is the AGINCOURT VIP Guest only, exclusive Loyalty Rewards Program offered by the AGINCOURT HOTEL. Becoming a member of **AGINCOURT VIP REWARDS** is free and open to all guests of the AGINCOURT HOTEL.
2. To join **AGINCOURT VIP REWARDS** Loyalty Program, a Guest must complete the membership application.
3. There is a limit of one membership per guest and one **AGINCOURT VIP REWARDS** card per guest. All guests unless barred from the AGINCOURT HOTEL are eligible to join. The AGINCOURT HOTEL staff members are ineligible to join as the AGINCOURT HOTEL exclusion from gaming policy applies.
4. Membership and Tiers levels of membership are provided based on member loyalty to the AGINCOURT HOTEL. Members may qualify for tiers based on the number of **AGINCOURT VIP REWARDS** Status Points earned. As a member of the **AGINCOURT VIP REWARDS** Loyalty Program your tier status will be reviewed periodically and may be adjusted according to the number of **AGINCOURT VIP REWARDS** Status Points you have earned. At the MANAGMENT's discretion, a new member to the program may be allocated Membership at a level equal to that currently allocated to them at another Club, Casino, AGINCOURT HOTEL, Pub, Integrated Resort or On-line service provider of comparable goods & services.

AGINCOURT VIP REWARDS LOYALTY PROGRAM TERMS & CONDITIONS

6. **AGINCOURT VIP REWARDS** terms ("Terms& Conditions – T&C's") – these T&C's, **AGINCOURT VIP REWARDS** brochures and promotional material included at The AGINCOURT HOTEL site (premises), on the The AGINCOURT HOTEL website, social media, terms of entry and codes of conduct as issued by The AGINCOURT HOTEL from time to time. In the event of any inconsistency, the latest version of the **AGINCOURT VIP REWARDS** membership terms and conditions supersede all prior versions.
7. The T&C's (including all elements and benefits) may be changed at any

time by The AGINCOURT HOTEL. Should the T&C's be changed, The AGINCOURT HOTEL will in its best endeavors give **AGINCOURT VIP REWARDS** members prior notice, including by making updated information available at The AGINCOURT HOTEL and sometimes on the AGINCOURT HOTELS websites and social media. Prior notice may not be given if we are required to make changes to act legally or in accordance with the requirements of a Government authority and the way in which we provide notice may be limited by law or the requirements of a Government authority.

AGINCOURT VIP REWARDS CARDS, TIERS & BENEFITS

8. **AGINCOURT VIP REWARDS** Membership cards always remain the property of The AGINCOURT HOTEL. When cancellation of Program Membership is executed by the AGINCOURT HOTEL for non-compliance of T&C's and the Code of Conduct the Membership card must be returned upon our request.
9. A membership card is issued for your personal use only. You must not lend or share your card at any time, for any reason to another guest/person/player/.
10. You are responsible for keeping your **AGINCOURT VIP REWARDS** Loyalty Card and Personal Identification Number as applicable (PIN – See Player Account Clause below) secure as use of loyalty points/credit and benefits is, at all times, your responsibility including where there is misuse of your card or if your card is lost or stolen.
11. As a **AGINCOURT VIP REWARDS** Member it is your responsibility to immediately notify us of changes in your details, of any lost, stolen or malfunctioning membership card or any unauthorized use of the card.
12. We may adjust your loyalty points, benefits or tier or we may cancel your membership if you misuse your **AGINCOURT VIP REWARDS** Membership card, loyalty points, benefits or allow or enable someone else to do so. Your **AGINCOURT VIP REWARDS** loyalty points may be adjusted by The AGINCOURT HOTEL in the event they incorrectly accrue in your favour.
13. You are responsible for your loyalty points and benefits.
14. Benefits and Rewards are offered under the Intellectual Property of the loyalty program and are primarily defined by the program. Upon request these Bene and Rewards can be explained by MANAGEMENT.

15. **AGINCOURT VIP REWARDS** Loyalty points as converted to Loyalty Dollars, Status Credits and Redeemable Rewards Points will expire as follows:
 - a. **AGINCOURT VIP REWARDS** Dollars - If you do not use your membership card at least once every 60 days (may be forfeited) .
 - b. **AGINCOURT VIP REWARDS** Status Credits – on your tier review date.
 - c. **AGINCOURT VIP REWARDS** Rewards Points – inline with your Status Level or annually as per current conditions unless they are deemed acceptable to rollover by Management.
16. Limited Liability – The AGINCOURT HOTEL may sometimes experience technical malfunctions and errors beyond our control. As such and under such circumstances The AGINCOURT HOTEL will not be liable for the consequences to your **AGINCOURT VIP REWARDS** membership and may adjust incorrectly accrued loyalty points, benefits and tier level ratings.
17. **AGINCOURT VIP REWARDS** membership, cards, loyalty points and any other benefits and privileges are not transferable unless approved by the MANAGMENT and will lapse on a member's death or cancellation of the persons membership of The AGINCOURT HOTEL VIP REWARDS LOYALTY PROGRAM.

CANCELLATION OF MEMBERSHIP & ACCESS TO THE AGINCOURT VIP REWARDS LOYALTY PROGRAM

17. You may cease/opt out of your membership at any time, including if you do not agree to any changes made to the AGINCOURT VIP REWARDS Loyalty Program, including its terms & conditions, rewards & benefits. We ask that you return your membership card to THE AGINCOURT HOTEL when ending your membership. Upon ending your membership, all loyalty points and benefits are forfeited.
18. Your **AGINCOURT VIP REWARDS** membership may also be ceased, or participation limited should we be required to do so in order to act legally or in accordance with the requirements of a Government authority.

PRIVACY

19. Information about you, including information provided on the application form and about your membership will be held by the The AGINCOURT

HOTEL. This information is collected for the purposes of operating **AGINCOURT VIP REWARDS** Loyalty Program and promoting our products, services, promotions and events. We may use and deal with your personal information in accordance with our the overarching The AGINCOURT HOTEL Privacy Policy available on the AGINCOURT HOTEL website <http://www.agincourthotel.com.au/>

20. The AGINCOURT HOTEL has a legal obligation to sometimes provide information to some third parties such as government gaming regulatory authorities and law enforcement agencies, as well as obligations to collect personal information under laws such as anti-money laundering and counter terrorism financing legislation.
21. I agree to receive marketing material relating to the **AGINCOURT VIP REWARDS** Loyalty Program and Gaming Machine related marketing material as applicable. If a **AGINCOURT VIP REWARDS** member does not wish to receive the above related material they must contact the AGINCOURT HOTEL and advise the MANAGMENT in writing. A member may also opt out of the **AGINCOURT VIP REWARDS** program at anytime by contacting the MANAGMENT or HOST VIP Manager in writing. As per clause 19 above, all loyalty points and benefits are forfeited at the time the membership is cancelled by the member unless otherwise determined by the MANAGMENT.

PLAYER ACCOUNTS – AS APPLICABLE TO VENUE

22. The security of money in player accounts is the responsibility of the both the AGINCOURT HOTEL and ¹the account holder. The government and its agencies take no responsibility for any losses that might occur from the account. An account holder is solely responsible for ensuring that the account holder's personal identification number ("PIN") is kept confidential and that no other person has access to the account holder's player card. The account holder is liable for any losses that might arise from, or in connection with, the account holder's failure to comply with such responsibilities.
23. All persons who play gaming machines in this AGINCOURT HOTEL, agree that they do so subject to conditions of [Gaming Machine Play] and the following rules, which shall be the terms and conditions for use of [Account Gaming] and [Rewards Scheme]. If you do not agree to these terms and conditions, you must not play the gaming machines or use the

[Account Card Gaming] function. The decision of the AGINCOURT HOTEL as expressed by its officers and/or employees as to the interpretation of these rules shall be final.

24. The AGINCOURT HOTEL, by law, can only issue one play card per person. That person must be over the age of 18. If your card is lost or stolen you must immediately report this to the AGINCOURT HOTEL. A replacement card will be issued upon your request once you have completed the necessary declaration required by the AGINCOURT HOTEL.
25. The security of money in player accounts is the responsibility of both the AGINCOURT HOTEL and the account holder. The government and its agencies take no responsibility for any losses that might occur from the account.

PLAYER'S RESPONSIBILITIES

26. The account holder is solely responsible for ensuring that the account holder's personal identification number ("PIN") is kept confidential and that no other person has access to the account holder's player card.
27. The account holder is liable for any losses that may arise from, or in connection with, the account holder's failure to comply with such responsibilities.
28. The AGINCOURT HOTEL takes no responsibility for any losses the player incurs as a result of playing gaming machines at the AGINCOURT HOTEL whether by coin, cash or player card. The player acknowledges that certain linked jackpots may be electronically transferred to a winning machine's credit meter.

ACCOUNT LIMITS

29. The account holder may at his/her discretion set a weekly account limit by written request to the AGINCOURT HOTEL. The request should state the amount that the player wishes to be restricted to each week. If a weekly account limit is set, the player may alter the limit by written request to the AGINCOURT HOTEL. If the player wishes to decrease the weekly limit, it will take effect within 24 hours after the request is received. If the notice is to increase the weekly account limit, the increase will not take effect until 48 hours after the notice is given to the AGINCOURT HOTEL.
30. The maximum balance of the account is \$5,000. When the balance

exceeds \$5,000 and the player wishes to use their card on another machine, the player must withdraw the amount over \$5,000. Under no circumstances will a cash advance or form of credit be extended to the players, the player's card or account.

31. Interest is not payable on the funds maintained in the account and withdrawals of amounts over [\$5,000] will be paid by cheque. Any interest, which may accrue, is donated to a charity nominated by the AGINCOURT HOTEL.

PROTECTION OF CARD BALANCES

32. The account holders' money is kept in a separate trust account. The AGINCOURT HOTEL is precluded by law from using those funds for any other purpose. The AGINCOURT HOTEL is required to ensure that at the end of each Business Day the balance held in the Trust Account is 20% greater than the Unexpired Card Balances at that time. Player information will not be released to any third party except where required by law or with your consent.

ACTIVITY STATEMENTS - AVAILABLE

33. Monthly player activity statements will be provided to all account holders, if the account has been active, free of charge. If a player requires a copy of previous months' activities a charge may be made.
34. By participating in [Account Card Gaming] and **AGINCOURT VIP REWARDS** Loyalty Program you agree to be bound by the terms and conditions which are contained in this agreement and as may be varied and notified by the AGINCOURT HOTEL from time to time by posting on the AGINCOURT HOTEL's notice board or other prominent place in the AGINCOURT HOTEL.