

club totem Rewards

Terms and Conditions

GENERAL

1.1 These terms and conditions apply to the rewards scheme known as “Club Totem Rewards” that has been established and is administered by Manly Warringah Masonic and Community club trading as “Club Totem” ABN 34 000 397 606.

1.2 By participating in Club Totem Rewards through the use of your membership card or membership number, or by claiming any benefit, you agree to be bound by these terms and conditions and provide the consent specified in clause 7 relating to personal information. The terms and conditions governing Club Totem Rewards can be amended by the Club from time to time. A copy of the current terms and conditions is available from the Club’s Administration and on the Club’s website.

1.5 Your membership provides you with the opportunity to accrue Points for the redemption of Rewards from the Club. The number of Points earned by the member within a twelve month period (or such other period as we may specify from time to time) will determine your eligibility to redeem Rewards.

1.6 The Rewards we offer are a courtesy extended to you at our sole discretion and are not automatic entitlements (legal or otherwise).

1.7 THE BASIS ON WHICH YOU CAN ACCRUE POINTS OR 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.

1.8 Points can only start to be entered in your Membership Account after:

1.8.1 your application for membership has been accepted by the Board of Directors of the Club (who may reject any application for membership without giving any reason for the rejection); and

1.8.2 your Membership Account has been activated.

1.9 Your membership and any accrued Points or Rewards are not transferable.

1.10 The accrual of Points or the redemption of Rewards is not available in conjunction with any other discount, promotion or program offered by us unless stated otherwise.

1.11 We reserve the right to decide any matter or settle any dispute arising directly or indirectly out of or in connection to Club Totem Rewards and decision by the Club on any such matter or dispute will be final and binding and no correspondence will be entered in to.

1.12 You will be entitled to receive a monthly Player Activity Statement if during the monthly 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.

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1.13 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 CLUB TOTEM REWARDS AND YOU RELEASE AND DISCHARGE US 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.

1.14 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 Club Totem Rewards, the accumulation of Points or the redemption of Rewards.

1.15 Unless otherwise stated, any material published by us pertaining to these terms and conditions, including material relating to the rate of accrual of Points, redemption of Points for any Rewards and the number of Points required to be earned and maintained for any tier of membership of the Club Totem Rewards, will form part of the terms and conditions of the Club Totem Rewards, which may be varied by us from time to time at our discretion.

1.16 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.

MEMBERSHIP

2.1 Only Life Members and financial Club Members of the Club who are 18 years of age or older are eligible for membership, and such other classes of members of the Club as may be determined by the Club's Board of Directors from time to time.

2.2 Membership of Club Totem Rewards comes with an eligible person's membership of the Club. It is a requirement of membership that you keep and maintain your Club membership.

2.3 Our employees, agents and contractors are not eligible for membership in Club Totem Rewards.

2.4 The member has the right to opt out of the Club Totem Rewards program at any time, by notifying the Chief Executive Officer in writing.

2.5 You will promptly notify the Club in writing:

2.5.1 of any change in your address; and

2.5.2 if your membership card is lost, stolen, damaged or misused in any way.

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TIERS OF MEMBERSHIP

- 3.1 There are four (4) tiers of membership being Gold, Silver, Bronze, and “no level”.
- 3.2 All eligible members automatically are granted the introductory level of “no level”.
- 3.3 To be eligible for Gold membership you must earn and maintain the number of Points required under Club Totem Rewards within the last twelve month period (or such other period as we may specify from time to time). The number of Points required to be earned and maintained for Gold tier membership will be published by us, which will be subject to change from time to time.
- 3.4 To be eligible for Silver tier membership, you must earn and maintain the number of Points required under Club Totem Rewards within the last twelve month period (or such other period as we may specify from time to time). The number of Points required to be earned and maintained for Ruby tier membership will be published by us, which will be subject to change from time to time.
- 3.5 To be eligible for Bronze tier membership, you must earn and maintain the number of Points required under Club Totem Rewards within the last twelve month period (or such other period as we may specify from time to time). The number of Points required to be earned and maintained for Emerald tier membership will be published by us, which will be subject to change from time to time.
- 3.8 We reserve the right to make any changes to these terms and conditions, at any time, including to:
- 3.8.1 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 to you as part of the Club Totem Rewards;
 - 3.8.2 set and change the number of Points required to be earned and maintained under Club Totem Rewards within any period for eligibility to any tier of membership within the Scheme;
 - 3.8.3 move your membership into another tier of membership regardless of the amount of Points accrued by you at any time without notice to you.
- 3.9 Subject to any changes we may make, your membership of one of the several tiers of membership offered by us will enable you to receive the benefits listed in the table below:

MEMBERSHIP CARDS

- 4.1 You are only permitted one membership card at any one time.
- 4.2 The membership card issued to you remains the property of the Club.
- 4.3 You must sign your membership card as soon as receiving it and regularly check it is in your possession.

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4.4 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.

4.5 It is your responsibility to protect your membership card and to take precautions against its theft, loss, damage or misuse.

4.6 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).

4.7 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.

POINTS & REWARDS

5.1 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 published by us, which will be subject to change from time to time.

5.2 It is your responsibility to ensure that your membership card is:

5.2.1 inserted into, and accepted by, the membership card terminal (e.g. of a gaming machine); and

5.2.2 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).

5.3 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).

5.4 We reserve the right:

5.4.1 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

5.4.2 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.

5.5 Points will not validly accrue on your membership card while it is being used by another person.

5.6 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.

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- 5.7 Points earned by you can only be redeemed for Rewards by 30 June 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.
- 5.8 Points used by you to redeem Rewards will be deducted from your Membership Account balance when you submit your request to redeem a Reward.
- 5.9 We will not be responsible for replacing Points due to a lost, stolen, damaged or faulty membership card.
- 5.10 Rewards are redeemable on a first come first served basis.
- 5.11 Rewards are not transferable, refundable or exchangeable for cash.
- 5.12 You will not be permitted to deposit money on your membership card.
- 5.13 Rewards are subject to availability and we reserve the right to cancel, withdraw or substitute any Rewards at any time in our absolute discretion.
- 5.14 We do not accept liability for:
- 5.14.1 any lost or stolen Rewards or Rewards vouchers after they have been issued;
 - 5.14.2 any loss or damage arising from our cancellation, withdrawal or substitution of any Rewards; or
 - 5.14.3 the unavailability of any Rewards that we previously displayed or promoted as being available for the redemption of Points.
- 5.15 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.

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

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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.

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.

TERMINATION OF THE CLUB TOTEM 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.

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8.2 We may terminate or suspend your membership (in our absolute discretion) if we believe (in our 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
- 8.2.6 you become our employee, agent or contractor.

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 Club Totem Rewards at any time and without prior notice to you. We give no warranty as to the continuing availability of Club Totem Rewards.

8.5 Due to legislative restrictions on gaming related advertisements, a notice informing members of the suspension or termination of the operation of Club Totem Rewards may only be displayed in certain areas within the Club's premises (Members Notice).

8.6 In the event that the operation of Club Totem 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.