



Sapphire

R E W A R D S

Club Sapphire Loyalty Rewards Program

June 2021

Terms & Conditions

(Updated 16 June 2021)

1. Preliminary

- 1.1 The loyalty program for Merimbula-Imlay Bowling Club Ltd, trading as Club Sapphire ("the Club"), is hereafter referred to as Sapphire Rewards and to which these terms and conditions apply.
- 1.2 These terms and conditions and the Sapphire Rewards may be amended, suspended or terminated by the Club, in its absolute discretion, at any time without notice. Participants are precluded from making any claim against the Club for any compensation in respect of any damage or loss in respect of any amendment, suspension or termination.
- 1.3 Financial members of the Club who are 18 years of age or older (excluding temporary members) are eligible to participate in Sapphire Rewards.
- 1.4 To become a member of the Club:
 - (a) An application for membership must be submitted to the Club in accordance with the Club's Constitution; and
 - (b) The application must be approved in accordance with the Club's Constitution.
- 1.5 Any person who participates in the Sapphire Rewards is bound by these terms and conditions.
- 1.6 Participants use Sapphire Rewards at their own risk. The Club (including its employees, agents and contractors) excludes all liability in respect of any injury (including death), loss or damage however arising in connection with Sapphire Rewards. For the avoidance of doubt, the Club will not be responsible for the theft, loss, misuse of or fault in the participant's membership card (including without limitation the failure of the membership card to accrue Sapphire Reward points).
- 1.7 The Club reserves the right to decide any matter or settle any dispute arising directly or indirectly out of or in connection to the Sapphire Rewards and the Club's decision on any such matter or dispute will be final and binding.
- 1.8 Whilst all reasonable care is taken to ensure that information, publications and advertisements supplied or provided in connection with Club Sapphire Merimbula are accurate, Club Sapphire Merimbula does not accept liability for any errors or omissions (including negligence) in such information, publications and advertisements whether written or oral.

- 1.9 Any dispute and subsequent decisions made by Club Sapphire Merimbula are final and binding. Benefits and rewards which Club Sapphire Merimbula has made available to members are not transferable and cannot be used by any person other than the member who has accumulated those benefits and rewards.
- 1.10 Club Sapphire Merimbula reserves the right to make changes to these terms and conditions at any time without notice. Changes may include creating, amending or removing rewards to which different terms and conditions apply, including but not limited to the benefits applicable to the Sapphire Rewards program and the method and rates of point accrual and rewards offered to members as part of Sapphire Rewards. Changes may also include changing the number of points required to be earned and maintained under sapphire Rewards within any period for eligibility to any tier of membership within the program.
- 1.11 It is the sole responsibility of the member to protect their card and take precautions against theft or loss.
- 1.12 Club Sapphire Merimbula may suspend or terminate the operation of Sapphire Rewards at any time without notice.
- 1.13 If a member allows their membership to expire or they are expelled or suspended from Club Sapphire Merimbula, all accrued points may be forfeited.
- 1.14 The information contained in these terms and conditions shall not be interpreted as excluding or restricting any liability of the Club that is non-excludable by law and shall be read subject to the provisions of the trade Practices Act 1974 and any other similar State or Territory legislation which cannot be lawfully excluded. These conditions shall otherwise have the maximum effect permitted by law.

2. Player Activity Statements

- 2.1 Player Activity Statements are available on request. A member can request a Player Activity Statement at any time by contacting the manager on duty.

3. Points

- 3.1 All Sapphire Reward points validly earned by a participant will be credited to the participant's account.
- 3.2 Only one membership card is permitted per participant at any one time.
- 3.3 A card issued to a participant may only be used by that participant and must not be used by another person. If a member gives their membership card to another person for any purpose, this may result in disciplinary action for the original member, as well as the person in possession of the card. If a participant uses another person's card, all Sapphire Reward points on the participant's card may be deleted.
- 3.4 The accrual of Sapphire Reward points or the redemption of Sapphire Reward points may not be available in conjunction with any other discount, promotion or program offered by the Club.
- 3.5 One (1) Sapphire Rewards point equals the advertised amount.
- 3.6 Sapphire Reward points are earned at the advertised rates in respect of:
- (a) designated purchases at any point of sale (POS) within the Club; and
 - (b) turnover on Electronic Gaming Machines (EGM)
 - (c) designated promotions at any Members' Kiosk
 - (d) KENO purchases

- 3.7 Turnover will only be recorded on gaming machines where the card acceptor is online and in working order. A participant acknowledges that:
- (a) a card acceptor is online and in working order if the card acceptor's lights are on and a participant's points are displayed;
 - (b) a card acceptor is offline or not in working order if the lights are not on and/or the participant's points are not displayed and/or an error message is displayed;
 - (c) if a card acceptor is not working or is offline or an error message is displayed, a participant will still be able to play the machine, however, no Sapphire Reward points will be accrued to the member's account (as no details will be recorded in relation to the members' turnover);
 - (d) it is their responsibility to ensure that their membership card is correctly inserted into the card acceptor and that the card acceptor is online and in working order.
- 3.8 To earn points at any POS terminal within the Club a member's card must be presented at the time of purchase.
- 3.9 In payments where Sapphire Reward Points are used by members to redeem goods, services or rewards, Sapphire Reward Points will not be accrued on the transaction.
- 3.10 All points will expire by open for trade 1st July in each year.
- 3.11 Club Sapphire will not be held responsible for lost or stolen membership cards and/or any promotional points, including points that may be lost or stolen in association with a lost or stolen membership card.
- 3.12 Club Sapphire Merimbula shall not be liable in any way in relation to the unavailability of points, benefits or rewards which fail to accumulate as a result of a technical malfunction, or by reason or operator fault, misrepresentation or any other reason including any act or admission by Club Sapphire Merimbula.

4. Tiered Levels

- 4.1 There are four (4) levels in the Sapphire Rewards loyalty program. They are Silver, Gold, Platinum and Diamond.
- 4.2 To be eligible for Silver, Gold, Platinum or Diamond level the participant must, during a twelve month period, accumulate the advertised amount of Sapphire Reward points.
- 4.3 Tier reviews will be conducted on a monthly basis in accordance with the following:
- (a) if a participant has accumulated sufficient points and is eligible for a higher level, the participant will be promoted to the applicable higher level; and
 - (b) if, during the January or July monthly reviews, a participant does not have sufficient points to remain in their level, the participant will be demoted to the applicable lower level (demotions will only occur during the January and July reviews);
 - (c) If applicable, a participant's promotion will be completed by the seventh business day of the month.
 - (d) If applicable, a participant's demotion will be completed by the seventh business day of January or July.
- 4.4 A participant's level can be determined at the Club's discretion.

5. **Rewards**

- 5.1 A participant will be entitled to the advertised benefits associated with their relevant level.
- 5.2 Complimentary tea, coffee & soft drink have daily limits.
- 5.3 Functions relate to private functions charged to an individual.
- 5.4 KENO: minimum \$10 spend.
- 5.5 Complimentary show ticket limits apply.
- 5.6 Birthday reward points can be activated any time during the month of a member's birthday by swiping their membership card at the member's kiosk. These points if not spent will expire with all points on the 1st July each year.
- 5.7 E-tickets are available at the kiosks in the club and go into virtual draws to be drawn electronically using the RedeemX technology. After each draw the virtual barrels are cleared and winners are notified.

6. **Privacy**

- 6.1 By participating in Sapphire Rewards the participant consents to the Club collecting and retaining the participant's information (including information concerning the participant's membership) for the purposes of:
 - (a) Carrying out the functions and activities that are necessary for the Club to meet its obligations to the participant under these terms and conditions and Sapphire Rewards;
 - (b) Disclosing the participant's personal information to third parties who are engaged by the Club to assist it in meeting its obligations to a participant under these terms and conditions and Sapphire Rewards;
 - (c) Marketing the Club's goods and services to the participant;
 - (d) Disclosing the participant's personal information to selected third parties to allow them to market their goods and services to the participant (unless the participant informs the Club otherwise in writing); and
 - (e) Meeting legal requirements or fulfilling any purpose authorised by or under law.
- 6.2 Subject to any applicable law the Club will, at the participant's request, provide the participant with access to personal information held by the Club.
- 6.3 If the participant becomes aware that any personal information held by the Club is inaccurate, incomplete or out of date, the participant must immediately advise the Club to enable the Club to update its records.
- 6.4 The Club is committed to privacy and the safeguarding of member, visitor and staff personal information. Further information regarding the Club's Privacy Policy is available from the Club on request.
- 6.5 All membership cards have a Personal Identification Number (PIN) that is four (4) digits. By default, the PIN is the date and month of the members' birthday. It is the member's responsibility to change the PIN number to protect their points. A PIN selected by a member must not be disclosed to another person or member.
- 6.6 If a member has forgotten their PIN number, the PIN can be reset by staff if the member presents with photo identification. It is then member's responsibility to change the PIN number to protect their points.

7. Opting Out, Suspension and Termination of Sapphire Rewards

- 7.1 If a participant does not wish to participate in the Sapphire Rewards they can opt out at any time by contacting the manager on duty. If a participant opts out of the Sapphire Rewards their accrued points will be cancelled and they will cease to be entitled to any of the benefits provided by Sapphire Rewards.
- 7.2 A participant may terminate his or her membership of the Club at any time in accordance with the Club's Constitution. The Club may terminate a participant's membership of the Club in accordance with the Club's Constitution. If a participant's membership of the Club is terminated, their accrued points will be cancelled and they will cease to be entitled to any of the benefits provided by Sapphire Rewards.
- 7.3 The Club may suspend a participant from participating in Sapphire Rewards if the participant's membership of the Club is suspended in accordance with the Club's Constitution.
- 7.4 These terms and conditions and the Sapphire Rewards may be amended, suspended or terminated by the Club, in its absolute discretion, at any time without notice. Participants are precluded from making any claim against the Club for any compensation in respect of any damage or loss in respect of any amendment, suspension or termination.

8. Responsible Gaming and Service of Alcohol

- 8.1 The Club is committed to providing an environment in which gambling minimises harm and meets community expectation. Gaming facilities are provided in the Club for the enjoyment of members and their guests. Where problem gambling occurs, the Club is willing to provide information regarding community organisations that will provide support and advice.
- 8.2 All members acknowledge that due to legislative restrictions on gaming related advertisements, the operation of Sapphire Rewards may only be displayed in certain areas within the Club's premises.
- 8.3 The Club is committed to maintain the Responsible Service of Alcohol in a safe environment for all members, guests and the local community. Service of alcohol will be denied to any person suspected of being under 18 years of age and to anyone who is considered to be in or approaching a state of intoxication