

## **RSL Rewards Rules**

These Rules set out the agreement between the person named in the attached membership application form and the RSL Victoria in relation to their membership of the RSL Rewards Loyalty Program operated at the Venue by the RSL Victoria.

### **1. Membership**

1.1 The Program is administered by the RSL Victoria. Certain services relating to the Program may be provided by Tabcorp.

1.2 You must be over 18 years old and an Australian resident to join the Program. You may be asked at any time to produce valid identification acceptable to the RSL Victoria to evidence your eligibility to be a member of the Program. If the RSL Victoria determines that you do not qualify on either or both of the age or residency grounds, or because you have refused to produce evidence acceptable to the RSL Victoria, the RSL Victoria will immediately reject your application for membership or cancel your existing membership (if any) and any Points that you may have accrued will be immediately forfeited.

1.3 In order to apply for membership of the Program, you must complete and sign the Program membership application form. By signing the membership application form you acknowledge that you have read, understood and agreed to be bound by these Rules.

1.4 The RSL Victoria and the Venue Operator has the right to refuse your application for membership in its sole and absolute discretion and without providing you with any reason.

1.5 Only one membership per person is permitted at each Venue.

1.6 Persons who are excluded from gambling activities at any venue that has adopted a RSL Rewards loyalty program are ineligible to join the Program. The membership of any person who becomes excluded after they have joined the Program will be automatically terminated and their Points (if

any) forfeited. If it is discovered that for any reason an excluded person has joined the RSL Rewards loyalty program, their membership will automatically be terminated and their Points (if any) forfeited.

1.7 You will notify the RSL Victoria as soon as possible if you change your name and present to the RSL Victoria valid identification acceptable to the RSL Victoria.

1.8 You will notify the RSL Victoria in writing of any change of address as soon as possible.

## 2. Cards

2.1 Only one Card per membership type is permitted. A Card issued to you is personal to you and may only be used by you for the purposes of your membership of the Program. Cards remain the property of the RSL Victoria (even when it is in your possession) and must be returned to the RSL Victoria on demand.

2.2 Use of the Card by you indicates your continuing acceptance of these Rules.

2.3 It is your responsibility to protect your Card and take precautions against loss, theft or any unauthorized use. The RSL Victoria does not accept any responsibility for misuse of lost or stolen Cards. You must immediately report to the RSL Victoria any Card that is lost or stolen.

2.4 You must present identification acceptable to the RSL Victoria in order to receive a replacement Card and you may be charged a fee for a replacement Card. The RSL Victoria reserves the right to cancel your membership if you claim an excessive number (in the RSL Victoria's sole opinion) of lost, stolen or damaged Cards.

2.5 RSL Victoria reserves the right at any time to require a person using a Card to provide valid identification acceptable to them to verify that that person is entitled to use that Card.

## 3. Password

3.1 You must use your Card (and may be required to enter a password) in order to be able to access your Program membership via a Kiosk.

3.2 You must not disclose your password to any other person for any purpose whatsoever.

3.3 RSL Victoria will not be liable for any unauthorised exchange of Points or any other entitlement, benefit or reward where a Card is lost or stolen or if a password becomes known to another person, whether or not you have contributed to this loss (for example, by indicating your password on your Card or by keeping a record of your password in any article in which your Card is also kept).

#### 4. Points

4.1 This section 4 applies to the extent that the RSL Victoria elects or permits Points to be allocated in respect of the Program.

4.2 Points will not validly accrue on a Card whilst a person other than you uses your Card.

4.3 To earn Points, you must visit the Venue and use your Card at the Kiosk by swiping it in the card reader, or present your Card to Venue staff when making a purchase at any point of sale location within the Venue.

4.4 It is your responsibility to ensure that Points are actually registered when you use your Card at the Kiosk or other point of sale location. If you become aware that the Kiosk is not working, you should inform the Venue staff.

4.5 The basis and the rate upon which you may earn Points is determined by the RSL Victoria in its sole and absolute discretion and is subject to change without prior notice to you, save that such changes will not be made retrospectively.

4.6 RSL Victoria may, in its sole and absolute discretion, from time to time introduce additional means of earning Points, including vouchers and other special offers, in all cases subject to such terms and conditions as will be determined by the RSL Victoria.

4.7 RSL Victoria reserves the right to adjust the number of Points that you have accumulated where any such Points have been accumulated as a result of any malfunction, RSL Victoria fault or mistake, misrepresentation, misuse of your Card or as a result of any impropriety.

4.8 Unless otherwise specified by RSL Victoria, any unused points will automatically expire

- a) on the 31st January each year or
- b) on membership lapsing due to renewal fee not paid by its due date or
- c) on cancellation of membership

4.9 Any notice issued by the RSL Victoria (whether via the Kiosk or otherwise) regarding the number of Points accrued to you will be final and conclusive.

## 5. Rewards

5.1 The references to Rewards in this section 5 apply if Points are allocated under section 4.

5.2 You may request Rewards from time to time from the then available Rewards offered by RSL Victoria. Additional Points needed to obtain a Reward cannot be purchased.

5.3 Subject to paragraph 5.6, RSL Victoria will determine the number of Points required to redeem any Reward and RSL Victoria may change the number of Points required to redeem any Reward at any time without notice to you.

5.4 Rewards offered to you are subject to change and availability and may be subject to certain conditions. The RSL Victoria reserves the right, in its sole and absolute discretion, to accept or reject upon reasonable grounds any request to receive a Reward without providing any reason to you.

5.5 Subject to consumer guarantees set out in Division 1 of Part 3-2 of Schedule 2 of the Australian Consumer Law and except to the extent otherwise required by law:

- a) Rewards cannot be returned or exchanged, nor refunded for Points; and

b) RSL Victoria does not make any warranties or representations to you in connection with any Rewards and expressly disclaims all liabilities (including for consequential and indirect loss) with respect to type, quality and standards of Rewards.

5.6 Notwithstanding paragraphs 5.3 and 5.5, if the RSL Victoria makes a Representation to you that a Reward will be available for a defined period of time, or the amount of Points required to redeem a Reward will remain fixed for a defined period of time, then RSL Victoria will honour that Representation.

## 6. Promotions

6.1 From time to time, you may be invited to participate in Promotions at the Venue. Participation in these Promotions may be subject to certain terms and conditions. Terms and conditions applicable to a Promotion will prevail over these Rules to the extent of any inconsistency between them.

6.2 Subject to consumer guarantees set out in Division 1 of Part 3-2 of Schedule 2 of the Australian Consumer Law and to the extent otherwise permitted by law, neither the RSL Victoria nor Tabcorp makes any warranties or representations to you in connection with any Promotions (or any Prizes awarded under any Promotions) and expressly disclaims all liabilities (including for consequential and indirect loss) with respect to type, quality and standard of those Promotions and Prizes.

6.3 Notwithstanding paragraph 6.2, if the RSL Victoria makes a Representation to you that a Prize will be awarded for a Promotion, then RSL Victoria will honour that Representation.

## 7. Third Party Offers

7.1 Your membership of the Program may from time to time give you an opportunity to access Third Party Offers.

7.2 Even though membership of the Program may provide you with this opportunity, you acknowledge and agree that Third Party Offers are not offered or provided by the RSL Victoria and that, subject to the Australian Consumer Law and to the extent otherwise permitted by law, the RSL Victoria has no liability whatsoever to you in relation to the promotion or provision of Third Party Offers, even if branding for the Program is used in connection with Third Party Offers and even

though you may access Third Party Offers, via the Kiosk, the Website and/or via other materials provided to you by RSL Victoria.

7.3 You also acknowledge that Third Party Offers may be subject to terms and conditions of the third party supplier and may be withdrawn at any time.

7.4 Third Party Offers may also require payment of a fee to the third party provider of the relevant Third Party Offer and this may require entry of your credit card details into the Kiosk for this purpose. You acknowledge that RSL Victoria does not record or capture your credit card numbers when you enter them using the Kiosk and you enter your credit card details in the Kiosk at your own risk.

## 8. Changes to the Program

8.1 RSL Victoria reserves the right to, at any time and from time to time and without prior notice to you, make changes to the Program and the policies and procedures concerning the manner in which Points and Rewards can be earned and redeemed. RSL Victoria may also, at any time and from time to time and after 30 days notice on the Website or on the Kiosks, make changes to these Rules.

8.2 A copy of the current Rules governing the Program may be obtained from the Venue, via the Kiosk or at the Website. You acknowledge that if there is at any time any inconsistency between the Rules obtained from these sources, the Rules included on the Website will take priority. You acknowledge and agree that it is your responsibility to at all times keep yourself apprised of the current Rules.

8.3 Changes will only be made to the Rules pursuant to this section 8 if those changes are reasonably necessary to protect the legitimate interests of either the RSL Victoria or Tabcorp.

8.4 If a change is made to these Rules pursuant to this section 8 and that change will have a material detrimental effect on you, RSL Victoria will notify you directly of that change (e.g. by mail, phone, email or SMS).

## 9. Termination or suspension of the Program

9.1 If the Program is cancelled, you will have 30 days from the date of an announcement to this effect by RSL Victoria to request Rewards after which time you will be deemed to have forfeited any Points not redeemed.

9.2 If you wish to terminate your membership of the Program you may do so by providing written notice to RSL Victoria and returning your Card to the Venue. Any Points which have not been redeemed at the time of cancellation will be deemed to be immediately forfeited.

9.3 RSL Victoria may immediately terminate your membership of the Program if:

a) You do not strictly comply with any of the Rules or any procedures, policies or rules imposed by the RSL Victoria;

b) You do not comply with the terms and conditions relating to any Third Party Offer;

c) You misuse your Card or that of another person; and/or

d) You behave in a manner which the RSL Victoria (in its sole discretion) considers to be dishonest, offensive, disruptive, intimidating, illegal and/or improper.

If your membership is cancelled pursuant to this paragraph 9.3, any Points you have accumulated will automatically be forfeited (unless the RSL Victoria determines otherwise) and you will not be eligible to receive any benefits offered under the Program.

9.4 If you die, your membership will be automatically cancelled and your Points will be deemed to be immediately forfeited.

9.5 If your membership is terminated or cancelled for any reason, whether by you or by RSL Victoria, any Points you have accumulated will automatically be forfeited as of the date of termination (unless the RSL Victoria determines otherwise) and you will not be eligible to receive any benefits offered under the Program. You are required to immediately return your Card to the RSL Victoria when your membership is terminated or cancelled for any reason.

9.6 RSL Victoria reserves the right to, at any time and from time to time, cancel the Program in whole or in part or suspend it for any period for any reason after giving 30 days notice on the Website or on the Kiosk.

9.7 You acknowledge and agree that RSL Victoria makes no representation or warranty that the Program will continue to be available for any period of time and RSL Victoria may cancel the Program at any time and from time to time without providing any reason. If RSL Victoria cancels the Program, you will have 30 days from the date of the RSL Victoria's public announcement to this effect to redeem all Points, after which time any Points not redeemed will automatically be deemed to be forfeited.

## 10. Privacy

10.1. Your Personal Information will be collected, used and disclosed in accordance with following documents (and to the extent of any inconsistency between them, in accordance with the order of precedence below):

a) these Rules;

b) the relevant privacy policy of Tabcorp (see [www.tabcorp.com.au/util\\_privacy.aspx](http://www.tabcorp.com.au/util_privacy.aspx)); and

c) the privacy policy of the RSL Victoria .

10.2. If you do not provide the necessary Personal Information to the RSL Victoria, RSL Victoria may not be able to approve your application to join the Program.

10.3. If you send either the RSL Victoria or Tabcorp a written request, they will, to the extent that they are required to do so by law, provide you with access to, and the ability to correct, your Personal Information. You may contact RSL Victoria and Tabcorp regarding your Personal Information as follows:

a) RSL Victoria: at the Venue;



b) Tabcorp: in accordance with the details set out in the Privacy Policy referred to in paragraph 10.1 above.

10.4 Subject to paragraph 10.6, you authorise the RSL Victoria, Tabcorp and their Associated Persons to collect, hold, use, transfer and disclose your Personal Information in connection with the following purposes:

a) administration of the Program;

b) the redemption of Points and the provision of Rewards;

c) promoting, advertising and marketing of Promotions to you (including by means of email, SMS, post, telephone calls or in-person presentation);

d) promoting, advertising and marketing by third parties of Third Party Offers to you (by means of email, SMS, post, telephone calls or in-person presentation);

e) promoting, advertising and marketing any of the products and services of Tabcorp or any of its Related Bodies Corporate (including gaming and gaming machine advertising and promotional material provided by means of email, SMS, post, telephone calls or in-person presentation);

f) improving customer service by means of research, marketing, service or product development or planning;

g) analysing your use of goods and services provided by RSL Victoria, Tabcorp and third parties;

h) compliance by the RSL Victoria or Tabcorp with any law; and

i) compliance by the RSL Victoria or Tabcorp with any lawful request of a law enforcement agency or government authority,

(together, the 'Permitted Purposes').

10.5 Subject to paragraph 10.6, you authorise any person who provides services in relation to a Permitted Purpose to use and disclose to third parties your Personal Information to the extent they consider the use to be reasonably necessary for any of the Permitted Purposes.

10.6 You must notify the RSL Victoria if you do not wish to be contacted in relation to Promotions or Third Party Offers or do not want to be contacted using a particular method (e.g. phone, email or SMS) by marking the relevant box(es) on the membership application form, and/or by writing to the RSL Victoria.

10.7 If you receive any communication from RSL Victoria that you have asked not to receive under paragraph 10.5, you must immediately inform RSL Victoria who will use reasonable endeavours to prevent such unauthorised communication re-occurring.

10.8 If you marked the relevant box on the membership application form, you request that the RSL Victoria and Tabcorp and their Associated Persons can send you gaming machine advertising in connection with gaming machines operated at the Venue.

## 11. General

11.1 Subject to consumer guarantees set out in Division 1 of Part 3-2 of Schedule 2 of the Australian Consumer Law and to the extent otherwise permitted by law:

a) without limiting any other provision of these Rules, you agree to release and forever discharge the RSL Victoria and its Associated Persons from any Claim arising from any act or inaction of any person in connection with the Program, Promotions, Prizes, Points, Rewards and Third Party Offers, including (without limitation) any errors or admissions (including negligence) in representations, information, publications or advertisements directly or indirectly pertaining to the Program, Promotions, Prizes, Points, Rewards or Third Party Offers;

b) all express and implied warranties (whether statutory or otherwise) relating in any way to the subject matter of these Rules (including, without limitation, in connection with the operation of the

Program, Promotions, Prizes, Points and Rewards and any goods or services obtained by you in respect of Third Party Offers) are excluded by RSL Victoria;

c) RSL Victoria has no liability for any Claim by or against you, directly or indirectly, in connection with your membership of the Program, Promotions entered into, Prizes won, Points received, Rewards redeemed or your use of Third Party Offers and you release and discharge, and continue to release and discharge, the RSL Victoria from any and all liability for any such Claim; and

d) RSL Victoria will use reasonable endeavours to transmit notices and other relevant information to you whether via the Kiosk, the Website or by other means, but the RSL Victoria will not be liable to you for any failure to do so. Although reasonable efforts will be made to ensure that information provided to you is correct, the RSL Victoria will not be liable to you as a result of any inaccuracy contained in the Program, the Rules and any notices or information.

11.2 Decisions made by RSL Victoria in relation to membership and/or the administration of the Program are final and no correspondence will be entered into.

11.3 Any tax assessment or other government charge or liability or reporting requirement in relation to your participation in the Program, Promotions, receipt of Prizes, the receipt or redemption of Points or the receipt of any Rewards is your sole responsibility.

11.4 If any part of the Rules is at any time 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 the Rules and the remainder of the Rules will continue to have full force and effect.

11.5 These Rules and the Program itself are governed by the laws of the state of Victoria.

11.6 In these Rules:

‘Associated Persons’ means the directors, employees (whether full-time, part-time or casual), Related Bodies Corporate, agents, contractors, advisors and owners of Tabcorp and the RSL Victoria, respectively, (as is applicable).

'Australian Consumer Law' has the meaning given to that term in the Competition and Consumer Act 2010 (Cth).

'Card' means the card validly issued by the RSL Victoria to you in relation to your membership of the Program at the Venue and upon which Points are recorded (and includes any temporary Card(s) issued to you).

'Claim' means any loss, cost, claim, liability, demand or damage.

'Kiosk' means the Program branded kiosk situated at the Venue.

'Network Promotion' means a promotion developed by RSL Victoria or Tabcorp for the purpose of enabling members to potentially be awarded Prizes by RSL Victoria.

'Permitted Purposes' means the purposes specified in paragraph 10.4.

'Personal Information' means any information or opinion (irrespective of the medium in which this is stored or kept) about you, whether true or not, from which your identity can be reasonably be ascertained, including without limitation:

a) Details in relation to your patronage of the Venue;

b) Details in relation to Points that you have accrued;

c) Details in relation to requests you have made for Rewards (and the outcome of those requests);  
and

d) Your personal details such as name, address, phone numbers, email addresses and date of birth and any other information provided in your membership application form.

'Points' means points awarded by the RSL Victoria to you when you visit the Venue and Present your Card to either the Kiosk or one of the Venue's point of sale locations.

Present means, in relation to a Card, to insert, swipe, touch or otherwise interface and exchange data between the Card and a Kiosk or one of the Venue's point of sale locations.

Prize means a prize, consisting of money, goods, additional Points or some other benefit, awarded by RSL Victoria to you as:

a) part of a Venue Promotion, in which case the prize awarded shall be at the RSL Victoria's sole discretion; or

b) part of a Network Promotion, in which case the prize awarded shall be at RSL Victoria and Tabcorp's discretion;

Program means the RSL Rewards membership loyalty program operated by the RSL Victoria at the Venue and which is governed in accordance with these Rules.

Promotion means a Venue Promotion or a Network Promotion or both, as the context requires.

Related Body Corporate has the meaning given to it in the Corporations Act 2001 (Cth).

'Representation' means a clear, explicit statement that is made in writing.

'Rewards' means benefits, facilities, goods and services and arrangements which may, from time to time, be offered or provided to you by the RSL Victoria in exchange for Points that you earn at the Venue, in accordance with these Rules.

'Rules' means these rules (being the rules of the Program) and any amendments, additions or replacements made thereto from time to time by the RSL Victoria in its absolute and sole discretion.

'Tabcorp' means Tabcorp Gaming Solutions Pty Ltd ACN 138 853 765 or, as the context requires, any of its Related Bodies Corporate.

RSL Victoria means the Returned and Services League of Australia (Victoria Branch). ABN 73941364.

'Third Party Offers' means offers of goods or services which may from time to time be offered or provided to you by third parties via the Website, the Kiosk and/or the Program promotional material, and which are not provided in exchange for Points and which may be free or provided in exchange for payment (and may include, without limitation, discount programs). For the avoidance of doubt, Network Promotions are not considered to be Third Party Offers.

Venue Promotion means a promotion developed by the RSL Victoria for the purpose of enabling members to potentially be awarded Prizes by RSL Victoria.

You or you means a person who is eligible for membership of the Program and who is accepted as a member of the Program at the Venue and whose membership has not been cancelled or terminated.

Website means [www.rslvic.com.au](http://www.rslvic.com.au), the website at which these Rules can be found.

Venue means the venue listed below who is participating in the Program and in relation to which you have been granted membership of the Program, further details of which can be found at [www.RSLrewards.com.au](http://www.RSLrewards.com.au).