



ROYAL
LOUNGE
REWARDS

Merivale Royal Lounge Rewards
Terms and Conditions

Effective July 2018

Royal Lounge Rewards Terms and Conditions (New South Wales)

Effective July 2018

1. Rewards Program Terms and Conditions

- 1.1. These Terms and Conditions govern Merivale's Royal Lounge Rewards.
- 1.2. It is a Member's responsibility to read and understand these Terms and Conditions.
- 1.3. These Terms and Conditions are effective as at the date specified above and may be amended by Merivale from time to time. Members will be notified by email (where possible) of any amendments to the Terms and Conditions, and updated Terms and Conditions will be available on the Website and upon request at a Participating Venue.

2. Definitions

In these Terms and Conditions unless the context otherwise requires:

'Australian Consumer Law' has the meaning given in the Competition and Consumer Act 2010 (Cth);

'Gaming Machine' means a device regulated under the Gaming Machine Act 2001 (NSW) and which is commonly known as a 'poker machine';

'Gift Card' means a gift card issued to a Member pursuant to these Terms and Conditions, which may be used for payment towards the purchase of goods and/or services offered by Merivale (by way of a Merivale Gift Card) or a third party (as the case may be), up to the dollar value stored on the gift card;

'Member' means a person who is a member of the Rewards Program;

'Membership' means membership of the Rewards Program;

'Membership Card' means the card issued by Merivale to a Member for use in connection with the Rewards Program during their Membership;

'Merivale' means Hemmes Trading Pty Ltd ACN 105 332 652 and its permitted assigns;

'Merivale Gift Card' means a Gift Card issued by Merivale.

'Merivale Staff Member' means an officer, manager, employee, agent or contractor of Merivale or any of its Related Bodies Corporate;

'Participating Venue' means a Merivale venue that is participating in the Rewards Program by making available to a Member any Points or Rewards in accordance with these Terms and Conditions;

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

- a) Details in relation to a Member's patronage of or transactions or spending at a Participating Venue;
- b) Details in relation to Points or Rewards that a Member has accrued, stored or used; and
- c) A Member's personal information (as defined in the Privacy Act 1988 (Cth)) such as name, address, phone number, email address, date of birth and any other information provided by the Member to Merivale in a Membership application form or otherwise;

'Points' means the points awarded to a Member in the Rewards Program pursuant to these Terms and Conditions;

'Promotional Offers' means the promotions offered from time to time by Merivale to a Member that are not usual Points or Rewards;

'Related Bodies Corporate' has the meaning given in the Corporations Act 2001 (Cth);

'Rewards' means items such as (without limitation) Points, vouchers for use at Participating Venues or Gift Cards that are available to a Member in accordance with these Terms and Conditions;

'Rewards Program' means the Merivale rewards program available at Participating Venues in accordance with these Terms and Conditions known as Royal lounge Rewards;

'Tier' means the Membership class or group that a Member belongs to, which, at the date of commencement of these Terms and Conditions, comprises Silver Tier, Gold Tier and Platinum Tier;

'Terms and Conditions' means these terms and conditions, as amended from time to time;

'Website' means the website www.merivale.com.au

3. Membership

- 3.1. Membership is free and is limited to one Membership per person.
- 3.2. Membership is only available to persons aged 18 years or over.
- 3.3. Merivale Staff Members are not permitted to hold a Membership, unless authorised by Merivale in its sole discretion.
- 3.4. A person may apply to become a Member at a Participating Venue by completing a Rewards Program Membership application form and providing appropriate identification information and documents, including without limitation proof of identity and proof of age, in order to confirm the person's identity, age and eligibility to become a Member.
- 3.5. Merivale may, at its sole and absolute discretion, grant or refuse an application for Membership.
- 3.6. If Merivale is satisfied that a person should be granted a Membership, Merivale will immediately issue to that Member a Membership Card and Personal Identification Number (**PIN**).
- 3.7. Membership will become effective from the time a Membership Card has been issued to a person. Where a Member provides Merivale with an email address, Merivale will send to a new Member an email acknowledging Membership and providing further information about benefits associated with Membership.
- 3.8. Merivale reserves the right to request a Member to provide appropriate (and updated) identification information and documents at any time.
- 3.9. Member identification information and documents will be as determined from time to time by Merivale at its sole discretion, including detailed 'know your customer' information (and verification) about a Member to satisfy the requirements under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) (**AML/CTF Act**).
- 3.10. If a person fails to produce identification information and documents to the satisfaction of Merivale in its sole discretion upon request at any time, Merivale reserves the right to refuse that person's Membership, or suspend or terminate a Membership (as applicable).
- 3.11. Each Member undertakes to notify Merivale, as soon as possible, through a Participating Venue, of any change of name, address or other identifying details and present appropriate identification information and documents as required by Merivale to validate such change.
- 3.12. Merivale may, at its sole discretion, exclude a Member from any Participating Venue.
- 3.13. Membership is not transferable and all rights or benefits conferred by Merivale (including the right to use a Membership Card issued to the Member) cannot be exercised by any person other than the Member named on the Membership Card.
- 3.14. Merivale reserves the right from time to time, to make any changes to the Rewards Program, including changes to Membership, Points or Rewards.
- 3.15. Merivale may, at any time, without notice, cancel the Rewards Program in whole or in part or suspend it for any reason.
- 3.16. If the Rewards Program is cancelled in whole, and Merivale does not replace the Rewards Program, all Memberships are immediately terminated.

4. Termination

- 4.1. A Member may terminate their Membership at any time in writing addressed to Merivale by including their name, date of birth and membership number (located on the back of their Membership Card) together with a clear notice of their intent to surrender their Membership and deliver the same together with their Membership Card to a Merivale Staff Member at a Participating Venue.
- 4.2. Without limitation, Merivale may, in its sole discretion, suspend or terminate a Membership, or limit a Member's participation in any or all Points or Rewards upon notice to the Member, where:
 - 4.2.1. a Member commits a material breach of these Terms and Conditions or any other terms for the services of Participating Venues;
 - 4.2.2. a Member is no longer permitted to enter a Participating Venue (in whole or part);
 - 4.2.3. a Member has been excluded or barred (by Merivale or by way of self-exclusion or by any other lawful means) from any of a Participating Venue (in whole or part);
 - 4.2.4. a Member is dishonest or offensive;
 - 4.2.5. a Member brings (or is likely to bring) Merivale or a Participating Venue into ridicule or disrepute; or

- 4.2.6. Merivale considers, acting reasonably, it is or may be required to do so to act legally (including in accordance with the requirements of a Government authority).
- 4.3. Membership will immediately and automatically terminate upon the death or bankruptcy of a Member.
- 4.4. If a Membership is terminated by Merivale, a Member's Points and Rewards will simultaneously cease.
- 4.5. To the extent not prohibited by law, if a Membership is terminated by a Member, that Member will have 14 days to redeem unclaimed and accrued Points or Rewards (as applicable), after which all Points and Rewards will cease.

5. Membership Cards

- 5.1. Each Membership Card is uniquely identifiable to a specific Member.
- 5.2. Merivale will issue a Member with their first Membership Card free of charge.
- 5.3. Membership Cards remain the property of Merivale and must be returned to Merivale on reasonable request.
- 5.4. Membership Cards are not credit or charge cards.
- 5.5. A Membership Card issued to a Member may only be used by that Member for the purpose of their Membership. A Member cannot authorise another person to use their Membership Card to claim Points or Rewards available on their Membership Card, or for any other purpose.
- 5.6. It is the sole responsibility of the Member to protect their Membership Card and PIN and take precautions against loss or unauthorised use of their Membership Card or PIN.
- 5.7. It is the responsibility of a Member to promptly notify Merivale of any lost, stolen or damaged Membership Card or any unauthorised use of a Membership Card. Membership Cards that are reported as being lost, stolen, misused or damaged will be suspended to restrict further use.
- 5.8. Merivale reserves the right to charge a Member for the replacement of any lost or stolen Membership Card.
- 5.9. If any lost or stolen Membership Card is subsequently found, it must not be used and must be promptly returned to Merivale.
- 5.10. To the extent permitted by law, each Member will be solely liable for, and Merivale excludes liability for, any and all claims for any loss or damage that a Member may suffer as a result of any unauthorised use of their Membership Card Points or Rewards.

6. Points and Rewards

- 6.1. Points and Rewards are offered subject to availability and are subject to change.
- 6.2. A Member acknowledges and accepts that it is in Merivale's sole discretion as to the basis on which Points and Rewards may be earned, received and redeemed by Members.
- 6.3. A Member may only earn and take advantage of Points and Rewards as set out by Merivale (as varied from time to time).
- 6.4. Merivale may make any changes to the Points and Rewards offered to any Member at its sole discretion, including but not limited to the value of the Points and Rewards.
- 6.5. Each Member acknowledges and accepts that Members may not receive Points or Rewards on an equal basis.
- 6.6. Merivale may withdraw, limit, modify, cancel, increase or decrease the availability of Points or Rewards at any time in its sole discretion.
- 6.7. A Member cannot acquire or redeem Points or Rewards on behalf of another Member, or combine Points with another Member to acquire or redeem Rewards.
- 6.8. The Member acknowledges that Merivale and its Related Bodies Corporate are not liable to a Member for the unavailability or withdrawal of any particular Point or Reward.
- 6.9. Merivale reserves the right to place a cap on the Point or Reward earning capacity of any Member.
- 6.10. Members are responsible for ensuring that their Membership Card is presented at the time of any transaction whereby Points or Rewards may be earned or redeemed, and for ensuring that Points or Rewards have been correctly allocated to their Membership Card. Members must immediately notify Merivale of any discrepancies on their Membership Card, and Merivale will use best endeavours to rectify those discrepancies.
- 6.11. A Member may insert their Membership Card into Gaming Machines at Participating Venues to accrue Points. It is the Member's responsibility to ensure their Membership Card is properly inserted into the card reader whilst playing any Gaming Machine. Any play of Gaming Machines without a Member's Card properly inserted will not generate Points or Rewards, and those Points or Rewards will not be awarded at a later time.

- 6.12. Merivale takes no responsibility for any losses a Member may incur as a result of playing Gaming Machines at Participating Venues whether by coin, cash or Membership Card.
- 6.13. Merivale will not be liable to any Member for any technical malfunction or other error outside of the control of Merivale in connection with their Membership Card which may affect the Points or Rewards associated with a Membership.
- 6.14. Merivale may adjust the value or quantity of a Member's Points or Rewards if they are not correctly credited to a Member in accordance with these Terms and Conditions, including if they incorrectly accrue in favour of a Member as a result of a technical malfunction or other error outside the control of Merivale, or on the suspension, cancellation or termination of Membership.
- 6.15. Points are not transferable and cannot be redeemed for cash. For the avoidance of doubt, Points earned on Gaming Machines cannot be redeemed for cash.
- 6.16. Rewards are not transferrable and cannot be refunded, returned or redeemed for cash or replaced if lost or stolen. For the avoidance of doubt, a Member's rights under the Australian Consumer Law in respect of those products or services are not excluded, restricted or modified by this clause.
- 6.17. Any redemption of Points or Rewards by a Member can take place only at a Participating Venue upon presentation by that Member of their Membership Card and appropriate identification to Merivale's satisfaction (in its sole discretion), to confirm the Member's identity. Merivale reserves the right to request that the Member also provide their PIN to redeem certain Points or Rewards.
- 6.18. A Member acknowledges and accepts that any product or service offered by Merivale in the form of Points or Rewards are subject to general terms and conditions as provided by Merivale from time to time. The terms and conditions in respect of those products or services may be available on the Website and/or at Participating Venues.
- 6.19. A Member acknowledges and accepts that any Rewards supplied by a third party through Merivale are offered subject to the third party's terms and conditions (including as to availability). In the event that a Reward supplied by a third party becomes unavailable, Merivale will use its best endeavours to provide a Member with another product or service of equal value.

7. Membership Tiers

- 7.1. There are currently 3 Tiers of Membership available; Silver, Gold, and Platinum.
- 7.2. A Member will be automatically granted Silver Tier Membership upon joining the Rewards Program.
- 7.3. Points for Silver Tier Members will expire on June 30 each year (or at any other date as determined by Merivale at its sole discretion). A Silver Tier Member must redeem Points before the expiration date, failing which Merivale may adjust the Points balance of that Member to nil. Gold and Platinum Tier Members are exempt from this expiration.
- 7.4. A Member may qualify for a Tier based on the Member's activity each month or such other variables as determined by Merivale.
- 7.5. Merivale reserves the right to change the name, number or any other details associated with a Membership Tier (including the necessary variables required to qualify for each Tier) at any time in its sole discretion.
- 7.6. Merivale will periodically review the Membership Tier of a Member and may adjust a Member's Membership Tier in accordance with the qualifying variables set out at Clause 7.4.

8. Promotional Offers

- 8.1. Merivale may make available Promotional Offers from time to time for use by any Member (including where the Member forms part of a group of qualifying Members, for example, a Tier of Members, but to the exclusion of other Members or other Tiers of Members) in its sole discretion.
- 8.2. Promotional Offers may include the award of, or entitlement to receive, Points and Rewards and may be made available subject to any terms and conditions (including terms as to payment and time periods for availability and use) as Merivale may consider appropriate.

9. Privacy

- 9.1. A Member acknowledges and agrees to Merivale collecting, using and disclosing a Member's Personal Information in accordance with Merivale's Privacy Policy at www.merivale.com/privacypolicy.
- 9.2. It is the responsibility of each Member to ensure that Merivale's Privacy Policy is read and understood.
- 9.3. Personal Information about a Member is collected by Merivale for the purposes set out in the Privacy Policy which include (but are not limited to) operating the Rewards Program, promoting Merivale products, services, promotions and events, and generally operating the business. A Member acknowledges that Merivale may disclose Personal Information to Related Bodies Corporate and third parties whom Merivale may engage to assist in those purposes.
- 9.4. A Member acknowledges that Merivale may collect Personal Information under the AML/CTF Act and other subordinate instruments under the AML/CTF Act.
- 9.5. Information regarding a Member's gaming activity is maintained and used by Merivale in accordance with Merivale's Privacy Policy and other legal requirements, such as AML/CTF Laws and applicable gaming laws.
- 9.6. Each Member is responsible for ensuring that their Personal Information held by Merivale is correct and complete. Merivale's Privacy Policy contains information about how Members can access their Personal Information as held by Merivale and seek correction of such Personal Information.
- 9.7. For further information about how to gain access to and seek correction of your Personal Information, how Merivale uses Personal Information, how to lodge a privacy complaint, how Merivale deals with a privacy complaint, the circumstances in which Personal Information may be disclosed overseas or other privacy matters, see Merivale's Privacy Policy available on the Website.

10. Limitation of Liability

- 10.1. Subject to any condition, warranty or right implied by, or any statutory consumer guarantee contained in, any law (including the Competition and Consumer Act 2010 (Cth)) which cannot by law be excluded by agreement, Merivale:
 - 10.1.1. excludes, to the extent permitted by law, any liability which may arise directly or indirectly out of these Terms and Conditions or the Rewards Program (including Promotional Offers), for any direct, indirect, special or consequential loss or damage of any kind suffered or incurred by a Member or any other person (including without limitation, death, injury, loss of revenue, profits, goodwill or opportunities), however that liability arises (including in contract or tort (including negligence));
 - 10.1.2. excludes all express and implied warranties relating in any way, whether directly or indirectly, to the Rewards Program, Membership, Points, Rewards or Promotional Offers; and
 - 10.1.3. accepts no liability of any nature in respect of products or services supplied by third parties as Rewards or Promotional Offers.
- 10.2. To the extent permitted by law, Merivale's total liability for any loss or damage that a Member suffers or incurs from Merivale's failure to comply with consumer guarantees in connection with the Rewards Program is limited, at Merivale's absolute discretion, to Merivale supplying the product or service to a Member again or Merivale paying to the Member the cost of having the product or service supplied again.
- 10.3. Members acknowledge and agree that Merivale is not liable for:
 - 10.3.1. a Member's actions or inactions in their capacity as a Member;
 - 10.3.2. loss of revenue, profit, goodwill, reputation, opportunity, data or information arising out of a Member's participation, or inability to participate, in the Rewards Program; or
 - 10.3.3. loss or damage contributed to or caused by any actions or inactions of any third party;
 - 10.3.4. loss caused by Merivale's breach of these Terms and Conditions which does not arise in the natural and ordinary course of events, subject to Clause 10.2;
 - 10.3.5. Merivale's failure to meet any of its obligations under these Terms and Conditions, where such failure is due to events beyond Merivale's reasonable control, including without limitation, a network or third party software failure.
- 10.4. Merivale will use best endeavours to ensure that information provided in connection with products and services supplied by Merivale as part of the Rewards Program (including Points, Rewards or Promotional Offers) is accurate. To the extent permitted by law, Merivale excludes liability for incomplete or inaccurate information in relation to those products and/or services.

- 10.5. Members acknowledge and agree accept that Merivale have limited control over the nature and content of the information that is provided in connection with products or services supplied by third parties. Merivale does not monitor such content or information in the usual course of business, and to the extent permitted by law, Merivale will not be liable for such content or information.

11. General

- 11.1. Merivale's decisions in respect of the Rewards Program, its operation or any dispute arising out of, or in connection with it, are final and binding.
- 11.2. To the extent that any provision of these Terms and Conditions is deemed to be prohibited by law, void or unenforceable, the provision shall be severed from these Terms and Conditions without affecting the validity or enforceability of the remaining provisions of these Terms and Conditions.
- 11.3. These Terms and Conditions are governed by the laws of New South Wales and each Member agrees to submit to the non-exclusive jurisdiction of the courts of that State.
- 11.4. Upon request by a Member, Merivale will provide to that Member a gaming activity statement free of charge. If a Member requests an additional copy of any activity statement, a charge may be incurred. It is the responsibility of a Member to review their gaming activity statement to identify any unauthorised transactions, and to immediately notify Merivale of any unauthorised transactions.

Any tax liabilities or other duties arising from a Member's participation in the Rewards Program or the accumulation and redemption of Points, and the receipt of any Rewards are and shall be the sole responsibility of the Member.