



Power Rewards Loyalty Program Terms & Conditions

1. General

- 1.1 These terms and conditions apply to the members rewards programs (**Power Rewards Loyalty Program**) established and administered by Toukley R S L Sub-Branch Club Ltd (ACN 000 990 269) (**The Ary Toukley, Club or we**).
- 1.2 Only Life Members and Financial Ordinary Members aged 18 years of age or older, who are not currently self-excluded, suspended or banned, are eligible for membership of Power Rewards Loyalty Program, and such other classes of members of the Club as may be determined by the Club's Board of Directors from time to time.
- 1.3 By using your membership card when purchasing or using goods and services at the Club, or by claiming any benefit or reward, you agree to be bound by these terms and conditions. These terms and conditions may be amended by the Club from time to time by providing at least 30 days' notice. A copy of the current terms and conditions is available from the Club's reception and website.
- 1.4 Your membership of Power Rewards Loyalty Program provides you with the opportunity to accrue points whilst using your membership card when purchasing food and beverage at point of sale and engaging in gaming turnover (**Points**) for the redemption of particular rewards (**Rewards**) from the Club.
- 1.5 The Rewards we offer are a privilege that the Club extends to you, at our sole discretion, and are not automatic entitlements (legal or otherwise).
- 1.6 The basis on which you can accrue Points or redeem Rewards (including on the basis of these terms and conditions) is determined solely by the Club (in our absolute discretion) and is subject to change from time to time on 30 days' notice.
- 1.7 We reserve the right to decide any matter or settle any dispute arising directly or indirectly out of or in connection to Power Rewards Loyalty Program and a decision by the Club on any such matter or dispute will be final and binding and no correspondence will be entered into, and the Club will not be required to give reasons for any decision.
- 1.8 Subject to any applicable law which cannot be excluded, the Club accepts 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 Power Rewards Loyalty Program and you release and discharge the Club from any liability for any such loss, damage or injury. If the Club is liable to you in any way, then the Club's 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.
- 1.9 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 Power Rewards Loyalty Program, the accumulation of Points or the redemption of Rewards.
- 1.10 Unless otherwise stated, any material published by the Club relating 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 Power Rewards Loyalty Program, will form part of the terms and conditions of the Power Rewards Loyalty Program, which may be varied by the Club from time to time at the discretion of the Club.

- 1.11 Nothing in these terms and conditions operates to exclude any rights or remedies that you may have under the Australian Consumer Law or any other applicable law, that cannot be excluded.
- 1.12 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.
- 1.13 Any notice required to be given by the Club under these terms and conditions may be given by publication on the Club noticeboard and/or website (unless expressed otherwise or required by law).

2. Levels of Membership

- 2.1 There are five (5) Power Rewards Loyalty Program tiers of membership, which are listed below from lowest to highest:
 - a. Bronze;
 - b. Silver;
 - c. Gold;
 - d. Platinum; and
 - e. Diamond.
- 2.2 All eligible members are automatically allocated to the lowest tier upon gaining membership of Power Rewards Loyalty Program, which is currently the Bronze tier.
- 2.3 Members who earn the following amounts of status points in a six (6) month period will be eligible to remain or be moved to the following tiers:
 - a. 0-5999 to Bronze;
 - b. 6000-12999 to Silver;
 - c. 13000-24999 to Gold;
 - d. 25000-49999 to Platinum; or
 - e. 50000+ to Diamond.
- 2.4 Members can move up tiers at a pro rata three (3) months, which is measured on accrued status points in the past 2 months + current month.
- 2.5 A member is eligible to be moved up a tier with the following status points:
 - a. 0-2999 to Bronze;
 - b. 3000-6500 to Silver;
 - c. 6500-12500 to Gold;
 - d. 12500-25000 to Platinum; or
 - e. 25000+ to Diamond.
- 2.6 Promotion will occur on the 1st of each month with eligible members being advanced through the tiers as applicable.
- 2.7 Demotion will occur every 6 months (1st April and 1st October) with members who have not met the requirements for their then current level being moved to their new level.
- 2.8 The Club reserves the right to suspend demotions at any point in time and across one or more tiers for an extenuating circumstance. Extenuating circumstances are not limited to trading conditions that are compounded by external forces that are out of the Club's control.
- 2.9 Special consideration for demotion may be given to members on a case by case basis for decreased visitation due to illness or lengthy vacations. Each tier has a series of applicable rewards and benefits that apply to that tier.

3. Points

- 3.1 Points are accrued at the following rates:
 - a. 1 point per \$1.10 spent at food and beverage point of sale for all tiers.
 - b. 1 point for every \$5.00 of turnover in an electronic gaming machine and 1 point for every \$30.00 of turnover in a multi-terminal gaming machine.

- 3.2 Reward points cannot be transferred, traded, sold or assigned except in accordance with the terms and conditions.
- 3.3 The Ary Toukley is not liable in any way in relation to the unavailability of points which fail to accrue as a result of equipment malfunction, operator error, misrepresentation or any other reason beyond the control of The Ary Toukley.
- 3.4 The Ary Toukley reserves the right to adjust points where points have accrued as a result of malfunction, operator error, misrepresentation or any other reason beyond the control of The Ary Toukley.
- 3.5 With the exception of Diamond and Platinum members, Power Reward Points for all other tiers will expire at the end of trade on the 30th June every year.

4. Rewards

- 4.1 Member discounts apply to selected food and beverage purchases. The discount from the regular non-members price is at the following rates:
 - a. Bronze – Members Base Rate;
 - b. Silver – Members Base Rate + an additional 5% discount;
 - c. Gold – Members Base Rate + an additional 10% discount;
 - d. Platinum – Members Base Rate + an additional 15% discount; and
 - e. Diamond – Members Base Rate + an additional 20% discount.
- 4.2 The applicable tiered member discount is only available to the member whose name appears on the membership card, and is not to be utilised or accessed by any other member or patron. The member may choose to purchase goods for guests with their discount when they accompany them in the Club.
- 4.3 The Members birthday offer is available to all financial members of The Ary Toukley.
- 4.4 Birthday Rewards Points: Members will receive Points to spend within the Club when they swipe their card through the Player Elite Swipe Machine during their birthday month and select the relevant tile. The amount of points are as follows:

Bronze and Silver	1000 Points
Gold	3000 Points
Platinum	4000 Points
Diamond	6000 Points
- 4.5 Free hire of Celebrations Function Room is available to all Gold, Platinum and Diamond Members who book a function in the Celebrations Function Room.
- 4.6 Daily Visitation Bonus requires Platinum and Diamond members to swipe their membership card at the Player Elite Members Kiosk and select the relevant tile in order to claim their reward.
- 4.7 Complimentary tickets for shows conducted at The Ary Toukley's premises may be offered to members within a certain tier as set out in material published by the Club. The Club will determine the shows for which complimentary tickets may be issued.
- 4.8 Diamond and Platinum members are entitled to complimentary raffle tickets to the MyClub Raffles and other specified raffles as follows:
 - a. Diamond \$30;
 - b. Platinum \$20; or
 - c. Gold \$10.

This offer is redeemed through the Player Elite Member Kiosks.
- 4.9 Qualification Gift when reaching the Diamond Tier: When a member first qualifies for the Diamond Tier, they will receive \$50 in Points upon swiping at the Player Elite Swipe Terminal.
- 4.10 Courtesy Transport Service:
 - a. The Courtesy Transport Service is available for Diamond members of The Ary Toukley only and will be serviced by local available Ubers and Taxis.
 - b. The service will be subject to the availability of an Uber or Taxi, for transport to The Ary Toukley from a residential address only, within a 10 kilometre radius from the Club and home from The Ary to a residential address within 10 kilometres of the Club.

- c. The service will be available during normal business hours, 7 days a week.
 - d. To access the service, the Diamond members must request to book the transport service at the Welcome Desk either in person or via phone. The Welcome Desk attendant will call the Supervisor who will then book the service.
 - e. The Diamond member may include up to three (3) other passengers in their service to their selected address only. No multiple drop offs.
 - f. The requested pick up time from The Ary Toukley will only be met based on Uber/Taxi availability within our local area.
- 4.11 Rewards and benefits advertised are subject to change from time to time on 30 days' notice.
- 4.12 Reward points are of the value whereby 1 point is equal to 1 cent.
- 4.13 Reward points may be redeemed in the following ways:
- a. with any purchase through The Ary Toukley's POS system (excluding Keno and TAB);
 - b. Coles Myer Gift Cards (minimum \$10); or
 - c. transferred to the Power Rewards Loyalty Program card linked to the member (minimum \$15).
- 4.14 Member draws, when active, are open to all current financial members as approved by the Board of Directors.
- 4.15 The Ary Toukley may offer other rewards and promotions as part of the Power Reward Loyalty Program from time to time to members or groups of members, both within tiers and across tiers. The terms of any such other rewards and promotions shall form part of these terms and conditions and in the case of any inconsistency, the terms and conditions in this document shall prevail.

5. Privacy

- 5.1 Information about you and your membership will be held by the Club. This information is collected by the Club for the purposes of operating Power Rewards Loyalty Program and promoting products, services, promotions and events. The Club may use and deal with your personal information in accordance with the Club's Privacy Policy available on the Club's website at: <https://www.thearytoukley.com.au/policies>.
- 5.2 You agree to read and be subject to the Club's Privacy Policy. You consent to the Club collecting and retaining your personal information (including information concerning your membership) for the purposes of:
- a. carrying out the functions and activities that are necessary for the Club to meet its obligations to you under these terms and conditions;
 - b. disclosing your personal information to third parties who are engaged by us to assist in meeting the Club's obligations to you under these terms and conditions;
 - c. marketing our goods and services to you;
 - d. disclosing your personal information to selected third parties to allow them to market their goods and services to you unless you inform the Club otherwise; and
 - e. meeting legal requirements or fulfilling any purpose authorised by or under law.
- 5.3 For further information on how the Club handles, or how you may access, your personal information please refer to the Club's Privacy Policy accessible on the Club's website.

6. Termination of the Power Rewards Loyalty Program

- 6.1 You may terminate your membership of Power Rewards Loyalty Program 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.
- 6.2 The Club may terminate or suspend your membership of the Power Rewards Loyalty Program if:
- a. you fail to comply with these terms and conditions and any other terms applying to the Power Rewards Loyalty Program;

- b. you are suspended or expelled from membership of the Club;
 - c. your Club membership ceases in accordance with the Club's constitution;
 - d. you die or become bankrupt;
 - e. a legislative provision is enacted or any condition, guideline or direction is issued by a relevant regulatory authority, by which your membership of Power Rewards Loyalty Program is unlawful or non-compliant, or the Club continuing to do so would be unlawful or non-compliant.
- 6.3 The Club may suspend or terminate the operation of Power Rewards Loyalty Program at any time and without prior notice to you. The Club gives no warranty as to the continuing availability of Power Rewards Loyalty Program.
- 6.4 Due to legislative restrictions on gaming related advertisements, a notice informing members of the suspension or termination of the operation of Power Rewards Loyalty Program may only be displayed in certain areas within the Club's premises (**Members Notice**).
- 6.5 In the event that the operation of Power Rewards Loyalty Program is terminated for whatever reason, unless prohibited by law, all Points may be cancelled 30 days from the Club issuing a Members Notice and you will not be able to redeem any Rewards after the expiry of 30 days after the Club issues a Members Notice.