

# AMERICAN HOTEL ECHUCA LOYALTY PROGRAM RULES

## 1 Venue and Venue Operator

- 1.1 In the Rules the venue is **American Hotel Echuca, 239–249 Hare St, Echuca, Victoria 3564 (“Venue”)** and the venue operator is **Coolaan Nominees Pty Ltd, ATF D K Oberin Family Trust, trading as American Hotel Echuca ABN: 74 319 548 818 (“Venue Operator”)**.

## 2 Rules

- 2.1 These Rules set out the agreement between You and the Venue Operator in relation to membership of the Loyalty Program operated at the Venue by the Venue Operator.
- 2.2 By applying for and/or becoming a Member You acknowledge that You have read, understood and agreed to be bound by these Rules.
- 2.3 The Loyalty Program is administered by the Venue Operator. Certain services relating to the Loyalty Program may be provided by Frontier Hospitality. The software platform for the Loyalty program is provided by the System Provider.

## 3 Membership of the Program

- 3.1 You must be over 18 years old and an Australian resident to be a Member of the Loyalty Program. You may be asked at any time to produce valid identification acceptable to the Venue Operator as evidence of your eligibility as a Member of the Program. If, for any reason, the Venue Operator determines that you do not qualify as a Member of the Loyalty Program, the Venue Operator will immediately reject your application for membership or, in the case where You are a Member, cancel your membership.
- 3.2 To become a Member of the Loyalty Program, You must complete and sign the Membership Application.
- 3.3 The Venue Operator has the right to refuse your application for membership in its sole and absolute discretion for any lawful reason.
- 3.4 Only one membership per person is permitted at the Venue. Your Member’s Card and membership is only operative at the Venue.
- 3.5 Unless approved by the Venue Operator (in its absolute discretion), Related Persons are ineligible to join the Loyalty Program. If You are a member of the Loyalty Program and You subsequently become a Related Person, Your membership of the Loyalty Program will be automatically terminated (unless exempted by the Venue Operator in its absolute discretion) and any Points accrued on Your Membership are immediately forfeited without compensation.
- 3.6 If You are an Excluded Person You are ineligible to be a Member. If you become an Excluded Person

whilst You are a Member, Your membership will automatically be terminated and any accrued Points are immediately forfeited without compensation.

- 3.7 You must notify the Venue Operator as soon as possible if you change your name and/or Your address and provide to the Venue Operator evidence of Your current name and address to the satisfaction of the Venue Operator.

## 4 Membership Cards

- 4.1 Only one Membership Card per person is permitted. A Membership Card issued to you is personal to you and may only be used by you for the purposes of Your membership of the Program. All Membership Cards remain the property of the Venue Operator (even when it is in Your possession) and must be returned to the Venue Operator on demand.
- 4.2 Use of the Membership Card by you indicates your continuing acceptance of these Rules and variations to these Rules as made from time to time.
- 4.3 You must protect your Membership Card and take all reasonable precautions to prevent its loss and theft and to prevent its unauthorized use. The Venue Operator does not accept any responsibility for misuse in situations where Your Membership Card is lost or stolen. When you know or believe Your Membership Card is lost or stolen, You must immediately report this information to the Venue Operator.
- 4.4 A replacement Membership Card will only be provided to You if You present identification acceptable to the Venue Operator (in its sole discretion) and if You pay any fee applicable at the time for a replacement Membership Card. Should the Venue Operator (at its sole discretion) be of the view that You have had an excessive number of lost, stolen or damaged Membership Cards, it reserves the right to cancel your membership.
- 4.5 The Venue Operator reserves the right at any time to require a person using a Membership Card to provide valid identification acceptable to them to verify that that person is entitled to use (or have in the person’s possession) the Membership Card.

## 5 PIN

- 5.1 You must use your Membership Card (and may be required to enter a PIN) in order to be able to access Your Loyalty Program membership via a Gaming Machine, Kiosk or point of sale at the Venue.
- 5.2 You must not disclose Your PIN to any other person for any purpose whatsoever and must take

all reasonable precautions to prevent Your PIN becoming known to another person.

- 5.3 The Venue Operator 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 Your PIN becomes known to another person, whether or not you have contributed to this loss.

## **6 Points**

- 6.1 The Venue Operator may elect or permit Points to be allocated in respect of the Loyalty Program.
- 6.2 Points will not validly accrue on a Membership Card whilst a person other than You uses your Membership Card. Your current value of Points can be monitored at a Kiosk or Gaming Machine.
- 6.3 To earn Points, You must visit the Venue and Use Your Membership Card at a Gaming Machine or at any point of sale location within the Venue.
- 6.4 It is Your responsibility to ensure that Points are recorded when you Use your Membership Card at a Gaming Machine or other point of sale location.
- 6.5 Points are not cumulative across other venues and You accrue points separately for each venue of which you are a member.
- 6.6 You will earn Points according to the Points Award Formula.
- 6.7 The Points Award Formula may be changed at any time by the Venue Operator acting in its sole and absolute discretion and without prior notice to You, except that any changes to the Points Award Formula will not be made retrospectively.
- 6.8 The Venue Operator may, in its sole and absolute discretion, from time to time introduce additional means of earning Points or vary existing means of earning points (such as the Points Award Formula) and such additional means or varied means (as the case may be) will be subject to such terms and conditions as determined by the Venue Operator.
- 6.9 Any Points that have been accumulated on Your Membership Card as a result of any malfunction, operator fault, miscalculation, misrepresentation or misuse of Your Membership Card, or as a result of any impropriety, may be removed from your Membership Card by the Venue Operator at its sole and absolute discretion.
- 6.10 Any notice issued by the Venue Operator (including notification given via a Kiosk or Gaming Machine) regarding the number of Points accrued to Your Membership Card will be final and conclusive.
- 6.11 Points must be redeemed by You within the Redemption Period. Any and all Points which have not been redeemed by You within the Redemption Period will automatically expire.
- 6.12 Points must be earned in accordance with this Clause 6 and cannot be purchased.

- 6.13 Points cannot be redeemed for cash and cannot be used as credit on Gaming Machines.

## **7 Rewards**

- 7.1 Points that You have earned and which have accrued on Your Membership Card in accordance with these Rules may be redeemed for Rewards offered by the Venue Operator and which are available at the time of redemption.
- 7.2 The Venue Operator will determine the number of Points required to redeem any Reward and the Venue Operator may, at any time and without notice to You, change the number of Points required to redeem any Reward.
- 7.3 Rewards offered by the Venue Operator to members of its Loyalty Program are subject to change and availability and may be subject to certain conditions. The Venue Operator reserves the right, in its sole and absolute discretion, to accept or reject upon reasonable grounds any request to redeem a Reward.
- 7.4 The Venue Operator will not offer Rewards which constitute cash or which constitute gaming products or services.
- 7.5 Subject to the consumer guarantees set out in Division 1 of Part 3-2 of the Australian Consumer Law and except to the extent otherwise required by law:
- (a) Rewards cannot be returned or exchanged or refunded for Points; and
  - (b) the Venue Operator does not make any warranties or representations to You in connection with any Rewards and expressly disclaims all liability for claims (including claims for consequential and indirect loss) with respect to type, quality and standards of Rewards.

## **8 Promotions**

- 8.1 You may be invited to participate in a Promotion at the Venue. Participation in a Promotion may be subject to certain terms and conditions applicable to that Promotion and those terms and conditions will prevail over these Rules to the extent of any inconsistency between them.
- 8.2 Subject to consumer guarantees set out in Division 1 of Part 3-2 of the Australian Consumer Law and to the extent otherwise permitted by law, neither the Venue Operator nor Frontier Hospitality make any warranties or representations to You in connection with any Promotions (or any prizes awarded under any Promotions) and expressly disclaim all liability for claims (including claims for consequential and indirect loss) with respect to type, quality and standard of those Promotions and any prizes awarded under any Promotions.

## **9 Special Offers**

- 9.1 Your membership of the Program may from time to time give you an opportunity to access one or more Special Offers of which you may become aware through access to a Gaming Machine, a Kiosk, the Website or through other materials provided to you by the Venue Operator.
- 9.2 You acknowledge and agree that any Special Offer:
- (a) is not offered or provided by the Venue Operator and that, subject to the Australian Consumer Law and to the extent otherwise permitted by law, the Venue Operator has no liability whatsoever to you in relation to the promotion or provision of a Special Offer.
  - (b) may be subject to terms and conditions of the third party supplier and may be withdrawn at any time.
- 9.3 A Special Offer may require payment of a fee to the third party supplier and this may require providing of Your credit card details into the Kiosk for this purpose. You acknowledge that the Venue Operator does not record or capture Your credit card numbers in this instance and You provide Your credit card at Your own risk.

## **10 Changes to the Program**

- 10.1 The Venue Operator reserves the right to, at any time and without prior notice to you, make changes to the Loyalty Program and to these Rules. The Venue Operator will provide 30 days' notice on the Website, Kiosks and at the Venue of changes to the Loyalty Program and to these Rules.
- 10.2 The Rules may be obtained from the Venue or at the Website. You acknowledge that:
- (a) if there is at any time any inconsistency between the Rules as they appear at the Venue and the Website, the Rules included on the Website will take priority; and
  - (b) You have read and understood the most current version Rules before applying for membership or continuing Your membership of the Loyalty Program.
- 10.3 Changes will only be made to the Rules if such changes are reasonably necessary to protect the legitimate interests of either the Venue Operator or Frontier Hospitality.
- 10.4 The Venue Operator will notify you directly (e.g. by mail, phone, email or SMS) of any change to these Rules which will have a material detrimental effect on you.

## **11 Termination and Suspension of the Program**

- 11.1 You may terminate your membership of the Loyalty Program by providing written notice to the Venue Operator. Any Points which have not

been redeemed at the time of termination will be deemed to be immediately forfeited.

- 11.2 In addition to termination of Your membership pursuant to Clause 3.7, the Venue Operator may at its sole discretion terminate or suspend your membership of the Loyalty Program:
- (a) You do not strictly comply with any of these Rules;
  - (b) You do not comply with the terms and conditions relating to any Special Offer;
  - (c) You misuse your Membership Card or that of another person;
  - (d) You behave in a manner which the Venue Operator considers to be dishonest, offensive, disruptive, intimidating, illegal or improper.
- 11.3 If your membership is terminated pursuant to Clause 3.6, Clause 11.2 or Clause 13.8, any Points you have accumulated will automatically be forfeited (unless the Venue Operator determines otherwise) and you will not be eligible to receive any benefits offered under the Program.
- 11.4 If Your membership is suspended, You cannot redeem earned Points for Rewards or Use Your Membership Card for any purpose until such time as Your membership is reinstated in writing by the Venue Operator.
- 11.5 Your membership will be automatically cancelled upon Your death and your Points will be deemed to be immediately forfeited.
- 11.6 If Your membership is terminated or cancelled for any reason, whether by you or by the Venue Operator, You are required to immediately return your Card to the Venue Operator.
- 11.7 The Venue Operator 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 at the Venue and You acknowledge and agree that the Venue Operator makes no representation or warranty that the Program will continue to be available for any period of time.
- 11.8 In the event that the Loyalty Program is cancelled, You will have 30 days from the date upon which the Venue Operator announces such cancellation, to redeem points for Rewards, after which time You will be deemed to have forfeited any Points not redeemed.

## **12 Privacy**

- 12.1 The Venue Operator, System Provider and Frontier Hospitality may collect, hold, use and disclose Your Personal Information in accordance with the privacy policies of the Venue Operator, System Provider and Frontier Hospitality which are available on the Website, the website of the System Provider and Frontier Hospitality's website, respectively. You acknowledge that you

have read the Venue Operator's privacy policy in full before joining the Loyalty Program.

- 12.2 If you do not provide the necessary Personal Information, Your application to become a Member of the Loyalty Program may not be approved.
- 12.3 By agreeing to the Rules, you consent to receiving offers and promotional material from third parties (including, but not limited to Frontier Hospitality), such consent being able to be withdrawn by notice in writing to the Venue Operator.
- 12.4 Where the Membership Application provides, You may request to receive information by methods such as telephone, post, email or SMS in relation to Promotions or Special Offers or in relation to advertising of Gaming Machines operated at the Venue. You may opt-out from receiving communications at any time by writing to the Venue Operator.

### **13 Player Activity Statements**

- 13.1 By applying for membership of the Loyalty Program and by checking the appropriate box in the Membership Application You expressly agree to receive Player Activity Statements.
- 13.2 You may at any time, by notifying the Venue Operator, set:
- (a) a limit on the amount of time, in any 24 hour period determined by the Venue Operator, that You may play Gaming Machines to earn Points; or
  - (b) a limit on Your net loss on Gaming Machines to earn Points played in any 24 hour period determined by the Venue Operator;
  - (c) (if You set a limit under Clause 13.2(b)) a limit on Your net loss on Gaming Machines to earn Points in any year determined by the Venue Operator.
- 13.3 If You have previously set a limit under Clause 13.2, any new limit set by You that increases the amount of time or net loss does not take effect until the time determined by the Venue Operator, which must be at least 24 hours after You have notified the Venue Operator of the new limit.
- 13.4 The Venue Operator will not allow You to continue playing Gaming Machines to earn Points after a limit set by the participant under Clause 13.2 has been reached
- 13.5 At least once each year, the Venue Operator will provide to You a Player Activity Statement by, at your election:
- (a) sending it to You by post, fax, e-mail or other electronic communication; or
  - (b) by making it available for collection by You at the Venue.
- 13.6 If You elect to collect a Player Activity Statement from the Venue, the Venue Operator, will within

7 days after the Player Activity Statement has been prepared, send You notice by post, fax, e-mail or other electronic communication, that the statement is available for collection.

- 13.7 If You request an additional copy of a Your Player Activity Statement, the Venue Operator will provide it to You upon on payment of a fee of \$20.
- 13.8 If You elect to collect Your Player Activity and You do not collect it within one month after the day on which the notice of its availability was sent to You, the Venue Operator, in compliance with the Act, must suspend You from the Loyalty Program until:
- (a) You collect the statement; or,
  - (b) if You do not collect the statement within 3 months after the day on which notice of the availability of the statement was sent to You, Your membership of the Loyalty Program is terminated, whichever is sooner.
- 13.9 The Venue Operator will send You written notice, by post, fax, e-mail or other electronic communication, that Your membership of the Loyalty Program has been suspended or terminated.
- 13.10 At least once each year, The Venue Operator will send You, by post, fax, e-mail or other electronic communication, a notice informing You of Your right, by informing the Venue Operator, to cease participating in the Loyalty Program. If the notice is sent by post, the Venue Operator will enclose a reply paid envelope with the notice.
- 13.11 The Venue Operator will remove You from the scheme if You inform the Venue Operator that You wish to cease participating in the Loyalty Program.
- 13.12 On payment of the fee of **twenty (20) dollars**, the Venue Operator will allow You to have access to any information held by the Venue Operator relating to Your participation in the Loyalty Program.

### **14 Release, Discharge and Limitation of Liability**

- 14.1 Subject to consumer guarantees set out in Division 1 of Part 3-2 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 Venue Operator and its Related Persons from any and all claims arising from any act or omission of any person in connection with these Rules, the Loyalty Program, Promotions, Points, Rewards and Special Offers, including (without limitation) any errors or admissions (including negligence) in representations, information, publications or advertisements directly or indirectly pertaining to these Rules, the Loyalty Program, Promotions, Points, Rewards and Special Offers;

- (b) all express and implied warranties (whether statutory or otherwise) relating in any way to the subject matter of these Rules (including the Loyalty Program, Promotions, Points, Rewards and Special Offers) and any goods or services obtained by You in respect of Special Offers are excluded by the Venue Operator;
- (c) the Venue Operator has no liability for any damage or loss incurred by You, whether directly or indirectly, in connection with your membership of the Loyalty Program, Promotions entered into, Points received, Rewards redeemed or your participation in Special Offers and you release and discharge, and continue to release and discharge, the Venue Operator from any and all liability for any such damage or loss; and
- (d) the Venue Operator will use reasonable endeavours to communicate notices and other relevant information to You whether at the Venue, the Website or by other means, but the Venue Operator 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 Venue Operator will not be liable to You as a result of any inaccuracy contained in the Rules and any notices or information concerning the Loyalty Program, Promotions, Points, Rewards and Special Offers.
- 14.2 You acknowledge that You are solely responsible for any reporting requirement, taxes or other government charges or liabilities in relation to your participation in the Loyalty Program, Promotions and Special Offers and the earning Points and redemption of Rewards.
- 15 Governing Law**
- 15.1 These Rules and the Loyalty Program are governed by the laws of the State of Victoria.
- 16 Decisions of Venue Operator Final**
- 16.1 Decisions made by the Venue Operator in relation to membership and/or the administration of the Program are final and no correspondence will be entered into.
- 17 Interpretation and Definitions**
- 17.1 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.
- 17.2 In these Rules:
- ‘Act’** means the Gaming Regulation Act 2003 (Vic) as amended from time
- ‘Australian Consumer Law’** has the meaning given to that term in the Competition
- ‘Excluded Person’** means a person who is the subject of an exclusion order or interstate exclusion order (within the meaning of the *Casino Control Act 1991*) and any person who has excluded himself or herself from the Venue
- ‘Frontier Hospitality’** means Frontier Hospitality Co-Operative Ltd ABN 37 038 925 939
- ‘Kiosk’** means a kiosk situated at the Venue at which the Membership Card can be Used
- ‘Gaming Machine’** means a gaming machine as defined in the Act
- ‘Loyalty Program’** means the **Stars and Stripes** membership loyalty program operated by the Venue Operator at the Venue and which is governed in accordance with these Rules
- ‘Member’** means a person who has applied for and been accepted by the Venue Operator for membership of the Loyalty Program
- ‘Membership Card’** means the card issued to You by the Venue Operator in respect of Your membership of the Loyalty Program at the Venue and upon which Points are recorded (and includes any temporary Membership Card issued to You)
- ‘Membership Application’** means the form required to be completed and submitted by You to become a Member of the Loyalty Program
- ‘Personal Information’** means any information or opinion about You, whether true or not, from which Your identity can be reasonably be ascertained, including without limitation:
- (a) Your personal details such as name, address, phone numbers, email addresses and date of birth and any other information provided in your Membership Application
- (b) Details in relation to Your patronage of the Venue including Points that You have accrued, requests You have made for Rewards (and the outcome of those requests), Special Offers and Promotions in which You have participated
- ‘Player Activity Statements’** means player activity statements as that term means within the Act
- ‘Points’** means points earned by You and applied to your Membership Card by the Venue Operator in accordance with clause 6
- ‘Points Award Formula’** means, unless changed by the Venue Operator in its sole and absolute discretion:
- (a) one (1) point is earned by You per **ten (10) dollars** of turnover spent by You on a Gaming Machine at the Venue
- (b) one (1) point is earned by You per **one (1) dollar** spent by You at a point of sale at the Venue for purchases eligible to earn points

**'Promotion'** means a promotion offered to You from time to time as a member of the Loyalty Program

**'Redemption Period'** means the **"period of 12 months"** from the date upon which the Points are earned"

**'Related Person'** means a director, officer, employee, agents, servants, contractor, advisor or owners of the Venue Operator or Frontier Hospitality

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

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

**'Special Offer'** means an offer of goods or services which may from time to time be offered or provided to you by third parties via the Website, Kiosks, Gaming Machines or through the

promotional material of the Loyalty Program, whereby such offer is not provided in exchange for Points but which may be free of charge or provided in exchange for payment (such as, for example, an offer of a discount)

**'System Provider'** means **Konami Australia Pty Ltd ABN 83 076 298 158 which has provided the software used for the delivery of the Loyalty Program.**

**'Use'** means, in relation to a Membership Card, to insert, swipe, touch or otherwise interface and exchange data between the Card and a Gaming Machine, Kiosk or one of the Venue's point of sale locations swipe or otherwise

**'You' and 'Your'** means the person named in the Membership Application person who has applied for membership of the Loyalty Program at the Venue

**'Website'** means the Venue Operator's website **[www.americanhotelechuca.com.au](http://www.americanhotelechuca.com.au)** at which these Rules can be found.