

The Coach, Ringwood – Rewards Program

1. The Coach, Ringwood - Rewards Program
 - 1.1 We operate The Coach, Ringwood - Rewards Program at the Venue.
2. Membership
 - 2.1 To be a member of the Program, you must also be a member in relation to the Venue. You must also be over 18 years of age and an Australian resident. You must not be an Excluded Person. You must not be an Associated Person of us.
 - 2.2 To apply for membership of the Program, you must complete and sign the application form and provide valid ID. By signing the application form, you acknowledge that you have read and understood these Rules and agree to be bound by these Rules (and by any subsequent changes to these Rules).
 - 2.3 We may refuse your application for membership in our sole and absolute discretion and without giving reasons.
 - 2.4 You may only hold one membership of the Program at the Venue and your membership only applies to this Venue.
 - 2.5 We may require you to produce valid ID at any time you are at the Venue. Failure to do so may result in your expulsion from the Venue.
 - 2.6 Membership of the Program is free.
3. Cards
 - 3.1 Your Card will allow access to the Program using the Kiosk located at the Venue. The Card is personal to you. You must keep your Card safe and you must not allow any other person to use your Card.
 - 3.2 You may also be assigned a password or PIN for your Card. You must keep your password or PIN safe (and separate from your Card) and not disclose your password or PIN to any other person.
 - 3.3 You must notify us immediately if you become aware that your Card may have been lost or stolen or used by another person or that it may be malfunctioning. You must also notify us immediately if you become aware that your password or PIN may have been disclosed to another person.
 - 3.4 We do not accept liability for the loss or theft or misuse of your Card, including not accepting any liability for any loss of Points or Rewards or other benefits due to the loss or theft or misuse of your Card or due to your password or PIN being disclosed to another person.
 - 3.5 If your Card has been lost or stolen or damaged, then (if permitted by law) we may charge you for the cost of a replacement Card.
4. Points
 - 4.1 We may determine, from time to time, that you (as a member of the Program) may accrue Points from attending the Venue, from playing gaming machines, from making purchases at the Venue or by other means.
 - 4.2 Your Points are not transferable to any other person. You cannot buy or sell Points. You cannot redeem your Points for cash or for credits on gaming machines or for anything other than the Rewards.
 - 4.3 We may determine and change, from time to time, without notice to you:
 - (a) what Points (if any) may be accrued from playing gaming machines at the Venue and the rate at which such Points are to be accrued;
 - (b) what Points (if any) may be accrued from making purchases at the Venue and the rate at which such Points are to be accrued (including what types of purchases may accrue Points and at what rates);
 - (c) what Points (if any) may be accrued by other means and the rate at which such Points are to be accrued; and
 - (d) whether to grant different levels of membership within the Program (with different methods for and rates at which Points may be accrued and different Rewards).
 - (e) We reserve the right to determine and change, from time to time (and without notice to you) the amount of Points which will accrue in relation to the amount bet on gaming machines or the amount spent on non-gaming goods and services (including determining different amounts for different levels of membership and for different goods and services).
 - 4.4 It is your responsibility to ensure that the correct number of Points is being recorded on your Card. You must advise our gaming staff at the Venue if your Card is malfunctioning.
 - 4.5 We may adjust the number of Points accrued by you if we consider that there has been any error or impropriety in the recording of the number of Points or any misuse of your Card (such as use by another person).
 - 4.6 We may cancel your Points if there has been, or if We reasonably suspect there has been, any misuse of your Card or misconduct by you.
 - 4.7 If you die, if you are or become an Excluded Person or you choose to otherwise terminate your membership of the Program, then your Points will be cancelled (unless We determined to allow you to redeem some or all of your Points).
 - 4.8 Points do not currently expire. However, We may determine, from time to time, a period for the expiry of Points and will communicate any changes to you in advance.
5. Rewards
 - 5.1 The Points accrued by you may be redeemed by you for such Rewards as are available at the time of redemption.

- 5.2 You must have accrued the number of Points required to redeem the chosen Reward at the time of redemption.
- 5.3 We may determine, from time to time, without notice to you:
 - (a) the number of Points required to be redeemed for a particular Reward (and the period within which those Points must be accrued);
 - (b) what types of Reward are available; and
 - (c) how long a particular Reward may be available.
- 5.4 We may, at our discretion, determine not to allow you to redeem your Points for a particular Reward (even if that Reward is available) for any reason, including but not limited to restrictions on alcoholic rewards for Responsible Service of Alcohol reasons.
- 5.5 Rewards are subject to change and availability and may be subject to certain conditions.
- 5.6 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) the Venue 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 and your use of the Rewards.
6. Promotions
 - 6.1 As a member of the Program, you may be invited from time to time to participate in Promotions conducted by us.
 - 6.2 Such Promotions may be subject to their own terms and conditions – which will prevail over these Rules to the extent of any inconsistency.
7. Third Party Offers
 - 7.1 As a member of the Program, you may be invited from time to time to participate in Third Party Offers.
 - 7.2 Such Third Party Offers are not made by us and (to the extent permitted by law) we accept no liability for them or your participation in any of them (including any use of your credit card or personal information to participate in them).
8. Player Activity Statements
 - 8.1 We are required by law to provide you with a Player Activity Statement at least once each year. You agree to receive such Player Activity Statements.
 - 8.2 We will send you the Player Activity Statement by post or email or other electronic communication – unless you elect in writing to collect your Player Activity Statement from the Venue.
 - 8.3 If you have ticked the box marked “via Kiosk” on your application form, then you have elected to collect your Player Activity Statement from the Venue.
 - 8.4 If you elect to collect your Player Activity Statement from the Venue, we will send a notice to you by post or email or other electronic communication when your Player Activity Statement is available for collection.
 - 8.5 If you elect to collect your Player Activity Statement from the Venue:
 - (a) but you fail to collect it within one (1) month after us sending you the notice that it is available for collection, then we will automatically suspend your membership of the Program until you collect it; and
 - (b) if you fail to collect it within three (3) months after us sending you the notice that it is available for collection, then we will automatically terminate your membership of the Program.
 - 8.6 We will allow you (both whilst you are member of the Program and afterwards) to have access to any information held by us relating to your participation in the Program. We may charge you a fee not exceeding \$20.00 for such access.
9. Pre-Commitment
 - 9.1 You may, at any time, set:
 - (a) a time limit on how long you can play gaming machines for; or
 - (b) a limit on your net loss on gaming machines played, under the Pre-Commitment System.
 - 9.2 Your Card can be used to set a time limit or a net loss limit or track your gaming play under the Pre-Commitment System, or you can request a separate card in Venue to track your Pre-Commitment System.
 - 9.3 You must not continue to play gaming machines under the Program (and you will not accrue any Points) after the limit set by you under the Pre-Commitment System has been reached.
 - 9.4 By registering under a Pre-Commitment System you agree to abide by any terms of that Pre-Commitment System.
10. Suspension or Cancellation of Membership
 - 10.1 We may suspend or cancel your membership of the Program if:
 - (a) any of the information provided by you in your application for membership of the Program was materially false or incorrect;
 - (b) you commit a material breach of these Rules or the terms and conditions of your membership of our Venue or Club or the conditions of entry into the Venue;
 - (c) you behave in a manner which the Venue (in its sole discretion) considers to be dishonest, offensive, disruptive, intimidating, illegal and/or improper; or
 - (d) we consider that there has been any misuse of your Card or any misconduct by you.
 - 10.2 We will suspend your membership of the Program if we are required to do so by law.

- 10.3 We will cancel your membership of the Program if:
 - (a) you are or become an Excluded Person; or
 - (b) you are or become an Associated Person of us;
 - (c) you die; or
 - (d) we are required to do so by law.
- 10.4 If your membership of the Program is suspended or cancelled, then we will notify you by post or email or other electronic communication.
- 10.5 If your membership of the Program is suspended, then you will not be able to accrue Points during the period of the suspension and you will not receive any marketing or promotional materials in relation to Gaming Machines and gaming products and services during the period of suspension.
- 10.6 If your membership of the Program is cancelled (whether by us or by you), then any Points accrued by you will also be cancelled (unless we determine otherwise).
- 10.7 At least once each year, the Venue will send you a notice informing you of your right to terminate your membership of the Program.
- 10.8 You may terminate your membership of the Program at any time by giving the Venue notice in writing and returning your Card to the Venue (Opt Out Notice).
- 10.9 On receipt of an Opt Out Notice, the Venue will immediately cancel your membership and any Points which you have not been redeemed at the time of cancellation will be immediately forfeited.
- 10.10 You are required to immediately return your Card to the Venue upon giving your giving of an Opt Out Notice.
- 10.11 If your membership in the Program is cancelled for any reason and you subsequently become eligible to re-join the Program, you must complete a new membership application form.
11. Changes to the Program or Rules
 - 11.1 We may make changes to the Program (including the policies and procedures concerning how Points and Rewards are earned and redeemed) at any time without prior notice to you.
 - 11.2 We may make changes to the Rules at any time after displaying a public notice at the Venue and/or on the Kiosk for 14 days. However, if the changes are required by law, then we may make those changes without giving prior notice.
 - 11.3 It is your responsibility to keep up to date with the Rules.
 - 11.4 However, if we make a change to these Rules which is significantly detrimental to you, then we will notify you of that change by post or email or other electronic communication.
 - 11.5 You may obtain a copy of the latest version of the Rules from us at the reception desk at the Venue.
 - 11.6 The latest version of the Rules available at the reception desk at the Venue will prevail over all previous versions of the Rules.
12. Termination of the Program
 - 12.1 We give no warranty as to the continuing availability of the Program and we may suspend or terminate the Program at any time.
 - 12.2 If we suspend or terminate the Program, then we will notify you by post or email or other electronic communication and give you thirty (30) days from the date of the suspension or terminations within which to redeem your accrued Points.
13. Limitation of Liability
 - 13.1 To the maximum extent permitted by law (including Division 1 of Part 3-2 of the Australian Consumer Law):
 - (a) All express and implied warranties (whether statutory or otherwise) related to the subject matter of these Rules (including the Program, Points, Rewards, Promotions and Third Party Offers) are excluded by us;
 - (b) We (and our officers, employees and agents) have no liability to you for any Claim of any kind (including consequential or economic loss or loss of profits) arising under or in relation to these Rules, the Program, Points, Rewards, Promotions or Third Party Offers (excluding any significant negligence, errors or omissions by the Club or Venue) and you forever release and discharge us (and our officers, employees and agents) from any such Claims.
 - 13.2 Nothing in these Rules affects any rights you may have and which cannot be excluded by law, including any rights under the Competition and Consumer Act 2010.
 - 13.3 Any tax, duty or other governmental charge or liability in relation to your participation in the Program (including the accrual of Points and the redemption of Rewards) is your sole responsibility.
14. Privacy
 - 14.1 Our Privacy Policy is available on our Website or on request at the Venue.
 - 14.2 You authorise us to collect, use and disclose your Personal Information in accordance the Privacy Act 1988 (Cth), these Rules and our Privacy Policy for the purposes of:
 - (a) conducting the Program including the awarding and redemption of Points and the supply of Rewards;
 - (b) promoting our Venue and the Program, Promotions, Third Party Offers, the Club and its services;
 - (c) market research and customer services;
 - (d) compliance with any law including all lawful requests by a law enforcement agency or another governmental authority.
 - 14.3 If you have ticked the box on the application form indicating that you wish to receive promotional materials and information relating to alcohol and gaming activities in respect of the Program, then you consent to that

material and information being provided to you. If you later wish to cease receiving such material and information, then you must advise us in writing.

15. General

15.1 In these Rules, unless the context requires otherwise:

- (a) Act means the Gambling Regulation Act 2003;
- (b) Associated Person means our officeholders and also any of our employees;
- (c) Australian Consumer Law has the same meaning as in the Competition and Consumer Act 2010;
- (d) Card means your membership card on which Points are accrued;
- (e) Claim means any loss, cost, claim, cause of action, demand or damage;
- (f) Club means the Victoria Amateur Turf Club (incorporating the Melbourne Racing Club) ABN 96 267 203 634;
- (g) Excluded Person means any person as determined by the Venue or any other wagering and or betting operator in Australia or overseas to be ineligible to participate in any gambling services and any person who has informed the Venue or any other wagering and or betting operator in Australia or overseas that they wish to be ineligible to participate in any gambling services;
- (h) Gaming Machine has the same meaning as in the Act;
- (i) Kiosk has the same meaning as in the Act;
- (j) Personal Information has the same meaning as in the Privacy Act 1988;
- (k) Player Activity Statement has the same meaning as in the Act;
- (l) Points means the points which accrue when using your Card at the Venue;
- (m) Pre-Commitment System has the same meaning as in the Act;
- (n) Privacy Policy means the privacy policy adopted and published by us from time to time;
- (o) Program means The Coach, Ringwood Rewards Program being the Loyalty Scheme (as the term is defined in the Act) conducted by us at the Venue;
- (p) Promotions means any promotions conducted at the Venue in relation to which we determine that participants may accrue Points;
- (q) Rewards means any goods, services, bonus, benefit or other thing which we determine that accrued Points may be redeemed for;
- (r) Rules means these rules as may be varied by us from time to time;
- (s) Terms and Conditions means the provisions of these Rules as may be varied by us from time to time;
- (t) Third Party Offers means offers or goods and services which may from time to time be offered to you via the Program or the Kiosk or our Website;
- (u) Us or We means the Club (and any successor(s) as the operator of the Venue under the Act);
- (v) Venue means The Coach, 33 Maroondah Highway, Ringwood Victoria 3134;
- (w) Website means <https://www.thecoach.net.au/> or any other website operated by us in relation to the Program;
- (x) You means you as the individual who is a member of the Program;
- (y) words importing the singular include the plural and vice versa;
- (z) "including" and similar expressions are not words of limitation; and
- (aa) a reference to an act or statute includes all regulations issued under that act or statute and includes all acts, statutes, or regulations varying, amending, consolidating, updating or replacing it.

15.2 If any determination or decision is to or may be made by us under these Rules, then such determination or decision may be made by us in our sole and absolute discretion unless these Rules expressly provide otherwise.

15.3 Any decisions may by us about the Program or its administration are final and no correspondence will be entered into.

15.4 We may assign our rights and obligations under these Rules to any successor of ours as the operator of the Venue without your consent and we may require you sign a deed or other form consenting to such an assignment to our successor.

15.5 For the purposes of any communications under these Rules:

- (a) Your postal address, email address and telephone numbers shall be those which you state on the application form for membership of the Program

15.6 If any clause of these Rules is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from these Rules without affecting the enforceability, validity or legality of the remaining clauses which will continue in full force and effect.