

CLUB MUDGEES REWARDS PROGRAM
TERMS AND CONDITIONS [Effective 1st April 2023]

1. CLUB MUDGEES REWARDS, TERMS & CONDITIONS

- a. These Terms & Conditions govern the rewards program known as Club Mudgees Rewards. It is every members responsibility to read and understand these terms & conditions.
- b. These Terms & Conditions are effective as at the date specified above (effective date) and may be amended by Club Mudgees, from time to time in accordance with clause 4. Any amendments to the Terms & Conditions will be available on the Website and take effect immediately at the time they appear on the Website.

2. DEFINITIONS:

- a. 'CLUB MUDGEES' means The Mudgees Soldiers Club LTD, ABN 99 001 044 677 trading as Club Mudgees.
- b. 'Club Mudgees Staff Member' means an employee, agent or contractor of Club Mudgees
- c. 'Australian Consumer Law' has the meaning given in the *Competition and Consumer Act 2010* (Cth);
- d. 'Benefits' means any discounts, bonuses, prize draws or other arrangements offered or available to a member as a result of Membership, including earning and redeeming Club Mudgees Rewards Points;
- e. 'EGM' means electronic gaming machine on a device regulated under the *Gaming Machines Act 2001* (NSW), and which is commonly known as a 'poker machine';
- f. 'Games' means games played on a device regulated under the *Gaming Machines Act 2001* (NSW), and which is commonly known as a 'poker machine';
- g. 'Gift Card' means a gift card issued to a Member as a Reward pursuant to these Terms and Conditions, which may be used for payment, towards the goods and services offered by a third party, up to the dollar value stored on the gift card (not redeemable for Cash);
- h. 'Member' means a person who is a financial member of Club Mudgees and hence apart of the Club Mudgees Rewards Program;
- i. 'Membership' means membership of Club Mudgees as pursuant to the *Registered Clubs Act 1976* (NSW);
- j. 'Membership Card' means the card issued by Club Mudgees to Members in relation to their Membership;
- k. 'Membership Points' means the points awarded to Members in Club Mudgees Rewards pursuant to these Terms and Conditions;'
- l. 'MGMT' means a multi gaming multi terminal device regulated under the *Gaming Machines Act 2001* (NSW), and which is commonly known as a 'Card Machine' with access to games including but not limited to Blackjack or Roulette;
- m. 'Club Mudgees Rewards' means the Membership program in relation to Club Mudgees in accordance with these Terms and Conditions;
- n. 'Personal Information' means any information or opinion (irrespective of the medium in which this is stored or kept) about Members, whether true or not, from which the identity of Members can be reasonably ascertained including without limitation:
 - i. details in relation to your patronage of the Club;
 - ii. details in relation to your use of Voluntary Pre-Commitment;
 - iii. details in relation to Points / Status that you have accrued;
 - iv. details in relation to requests you have made for Rewards (and the outcome of those requests); and
 - v. your personal details such as name, address, phone number, email address, date of birth and any other information provided in your Membership application form;
- o. 'PIN' means the personal identification number which is issued to the Member by Club Mudgees or nominated by the Member for verification purposes;
- p. 'Promotional Offers' means the ad hoc or targeted promotional offers to Members or groups of Members that may change from time to time;

- q. **'Rewards'** means items, vouchers, Gift Cards, goods or services described as rewards on the Website from time to time that are available to a member as a result of achieving certain criteria;
- r. **'Terms and Conditions'** means these terms and conditions as amended from time to time;
- s. **'Tier'** means the Membership Level of Club Mudgee Rewards that the member has been assigned.
- t. **'Vouchers'** means a voucher issued to a Member as a Reward pursuant to these Terms and Conditions, which may be used for payment, towards food and beverages offered by a Participating Venue, up to the dollar value shown on the voucher;
- u. **'Self-Exclusion'** means the ability for members to voluntarily self-exclude themselves from the entire venue, alcohol, gaming machines, or all gambling products within Club Mudgee and prevents the Member from earning any further Club Mudgee Rewards Points as a result of subsequent electronic gaming machine play until a predetermined period of time has passed; and
- v. **'Website'** means www.clubmudgee.com.au.

3. MEMBERSHIP OF CLUB MUDGEE REWARDS

- a. Club Mudgee operates a Responsible Rewards Loyalty program: Club Mudgee Rewards
- b. Club Mudgee Rewards is available free of charge to all financial members of Club Mudgee.
- c. Club Mudgee Rewards gives the opportunity for the member of Club Mudgee to participate in the rewards program in relation to Electronic Payment Gaming Machines, to participate in the player reward scheme, the member must activate their Membership Card with the staff member at the Cashier. The option to be included or excluded from the Gaming Player Card is available at anytime.
- d. Club Mudgee Rewards is available to members whom are aged 18 years or older and the member must not currently be a self-excluded member or barred member of Club Mudgee.
- e. A Member is only able to open one (1) membership with Club Mudgee at the one time.
- f. To join Club Mudgee Rewards, a proposed Member is required to complete a Club Membership application in the form available at Reception and provided by Club Mudgee.
- g. Once the Club Membership Application has been processed and approved the member is automatically included in rewards program, participation in the program by a member constitutes acceptance by that member of the Terms & Conditions.
- h. Membership of the program is activated from the time the membership is approved and the member receives their membership card.

4. CHANGES TO CLUB MUDGEE REWARDS

- a. CLUB MUDGEE REWARDS terms, as detailed in the brochures and promotional material included on Club Mudgee website, mobile app or kiosks, guidelines and codes of conduct as issued by Club Mudgee property from time to time govern your membership of the rewards program. The latest version of the Terms & Conditions is available on the website and other locations such as Club Mudgee Rewards Mobile App or Club Mudgee Reception.
- b. Club Mudgee may make any changes to the Rewards Program from time to time, including and without limitation to the Terms & Conditions, benefits, rewards, points or tier features, by publishing on the website. Any such changes will not be effective until the expiry of at least 30 days after the date they are first published on the website.
- c. Club Mudgee, at any time, can cancel Club Mudgee Rewards in whole or in part or suspend it for any reason by giving notice of the cancellation or suspension on the website. Any such cancellation or suspension will not be effective until the expiry of at least 90 days after the date on which the notice is first published on the website. Upon cancellation, any rewards points which have not been redeemed will immediately and automatically be deemed as surrendered by the member and cancelled.
- d. If Club Mudgee makes any changes to the Club Mudgee Rewards program that is likely to have a materially detrimental effect on members; or cancels or suspends the Club Mudgee Rewards, Club Mudgee will to its best endeavours notify the members by email or by post as chosen the membership form.

5. CLUB MUDGEES REWARDS MEMBERSHIP CARDS

- Club Mudgee membership cards are issued for the personal use of the member and is non-transferable. Cards cannot be lent, borrowed or used by any person who is not the member on the card.
- Additional Membership rules will apply to the rewards program as already applied to the Clubs membership policy and Club Mudgee constitution or by-laws.
- Then member is responsible for keeping their membership card and pin secure as use of loyalty points, other Member benefit is the sole responsibility of the member.
- A member must immediately notify Club Mudgee of changes to their details, advise of any lost, stolen or malfunctioning membership card or any unauthorised use of your membership card.
- Each use of the membership card is deemed acceptance of these Terms & Conditions.

6. CLUB MUDGEES REWARDS MEMBERSHIP TIERS, POINTS & BENEFITS

- Tier levels are assigned to memberships based on the accrual rate of points and status credits.
- All new members of Club Mudgee will enter the Club Mudgee Rewards on the 'Bronze' tier level and are eligible for promotion through tier levels based on points / status credit accruals.
- All new members of Club Mudgee are eligible for the 'Members Price' available on the Point of Sale for purchases within the club at the participating outlets of Café, Bistro and Bar outlets operated by Club Mudgee.
- Members can qualify for promotion through tier levels on an automated basis based on the number of points earned as a relationship to the quarterly and annual qualifying requirements and is calculated on a 2 month + current month basis.
- Members tiers are reviewed on a biannual basis with memberships having tier downgrades occurring on the 1st March and 1st September each calendar year based on holding the qualifying requirements for the allocated tier levels. In the event that a member will be downgraded, a maximum fall of 2 tiers will be allocated at the biannual review.
- Tier Levels

Tier	Qualifying Levels (quarterly)	Qualifying Levels (annual)
Diamond	15,625 pts	62,500 pts
Platinum	9,380.5 pts	37,500 pts
Gold	3,125 pts	12,500 pts
Silver	1,062.5 pts	4,250 pts
Bronze	Entry Tier	

- Points / status credits are allocated to members of Club Mudgee Rewards based on the following methods.
 - 1 status credit is earned per \$0.50 spend within the club on purchases of food, beverage*, bingo, raffle and reception purchases. **With exception of the portable bar or food outlets available upon the site of the Bowls or Beergarden.*
 - 1 status credit is earned per \$8 turnover on EGMs
 - 1 status credit is earned per \$32 turnover on MTGMs

h. Tier Benefits

	Bronze	Silver	Gold	Platinum	Diamond
Gaming Points	Yes	Yes	Yes	Yes	Yes
POS Points	\$1 = 1 point	\$1 = 1 point	\$1 = 1 point	x 1.25	x 1.5
Birthday Reward	Yes	Yes	Yes	Yes	Yes
Promotions	Included	Included	Included	Included	Included
Use Points at POS	Yes	Yes	Yes	Yes	Yes
Surprise and Delight/Dynamic Bonusing	Yes	Yes	Yes	Yes	Yes
Annual Bonus Points Expiry	Yes	Yes	Yes	Yes	Bi-Annual
Status Credit Expiry	Yes	Yes	Yes	Yes	Yes
Discount using 100% points (off Full pricing)	10%	10%	15%	30%	45%

- i. Points / status credits or benefits cannot be transferred to another member and can only be used by the member whose name appears on the membership card or mobile app barcode.
- j. Benefits are offered subject to availability; Club Mudgee shall not be responsible for the unavailability or withdrawal of any particular benefit.
- k. Particular benefits such as one-off member prizes, discounts, birthday offers or other benefits that constitute promotional offers may be accompanied by and subject to Terms & Conditions in addition to these Terms & Conditions.
- l. Benefits cannot be used in conjunction with any other promotional offer or discount unless otherwise specified in those terms & conditions.
- m. It is the responsibility of the member to check at the time of transaction that the points have been correctly allocated and immediately notify the staff of Club Mudgee of any discrepancies.
- n. Club Mudgee may adjust the members points or benefits within the Terms & Conditions.
- o. Club Mudgee Rewards points / status credits will expire on an annual basis on the 1st September for points that were earned 12 months prior to the expiry date.
- p. The Member is responsible for their loyalty points, other Member benefits or offers.
- q. Club Mudgee may at its discretion adjust a members loyalty points, benefits or tier level and may cancel your membership if you misuse your card, loyalty points, benefits or Club facilities or allow someone else to impact negatively impact the program.
- r. Club Mudgee may adjust your loyalty points and other Member benefits if they incorrectly accrue or on the suspension of your Club Membership, or cancellation of your membership.
- s. Status credits are not redeemable for cash or good and services they are simply a measurement of the Members loyalty level of the Club Mudgee Rewards.
- t. Malfunction of any or all promotions, earning methodologies or incorrect data entry that causes a member to inaccurately receive a benefit, bonus or tier upgrade will be deemed incorrect and the transaction will be reversed with clear and timely notification to the member of the correction to their Membership program.
- u. Club Mudgee Rewards provides Members with the opportunity to earn Loyalty Points (Bonus Points) to be claimed as a gift / benefit, certain products such as Food & Beverage items or converted to non-cash redeemable voucher for external use of the Club.
- v. Loyalty Points (Bonus Points) are redeemable for multiple items such as food and beverage products, gift cards and other goods and services provided by Club Mudgee.
- w. Loyalty Points (Bonus Points) are not redeemable for cash.

7. CANCELLATION, SURRENDER, SUSPENSION or TERMINATION OF MEMBERSHIP

- a. Upon a Member's death all membership, cards, loyalty points, tier status and any other Member benefits and privileges cease to be valid.
- b. Club Mudgee may terminate your access to the rewards program and your participation in any or all benefits or eligibility to redeem your existing points at any time if; you commit a serious breach of the Terms & Conditions or any other terms & conditions of a related promotion.
- c. Club Mudgee may suspend your membership based on a citation, and cancellation will be dependant on outcome of fronting the Board of Club Mudgee. All points / status credits will be held based on a suspension of the membership until such time that a decision is made by the disciplinary committee.
- d. Club Mudgee will accept the surrender of your membership under the constitution of resignation and cessation of membership. Any member who has resigned pursuant to 38(a) of the Club Mudgee Constitution will void all points / status credits in conjunction with the Club Mudgee Rewards program.
- e. A member may cancel, suspend or terminate their own membership at any stage by entering into an agreement with the Club Secretary Manager for self-exclusion from the venue, gaming machines or all gaming areas of Club Mudgee.
- f. Upon a member becoming 'non-Financial', all membership, cards, loyalty points, tier status and any other Member benefits and privileges cease to be valid and points will be expired.

8. CLUB MUDGEES PRIVACY & OTHER TERMS & CONDITIONS

- a. Club Mudgee Rewards is subject to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and the rules under the Act ("AML/CTF Laws"). Club Mudgee if legally obliged to by regulatory and/or law enforcement agencies or to other third parties, may provide the regulatory and/or law enforcement agencies or to other third parties with requested information about a Members participation in the rewards program.
- b. It is the sole responsibility of the member to provide up to date personal details relating to mailing address, contact telephone/mobile numbers and email address as relevant. Club Mudgee accepts no responsibility for communication interruptions related to a Club member failing to provide current contact details.
- c. Please refer to our Privacy Policy available on the website for full information.
- d. Club Mudgee decisions in relation to the rewards program are final and binding.

9. RESPONSIBLE GAMBLING & RESPONSIBLE SERVICE OF ALCOHOL

- a. Club Mudgee practices the Responsible Service of Alcohol (RSA) and the Responsible Conduct of Gambling (RCG).
- b. Club Mudgee is committed to providing responsible gaming within the Club and wants to ensure that our Club provides a safe and supportive environment for members and guests.
- c. Club Mudgee is able to provide a Player Activity Statement to any member free of charge, please ask our friendly Duty Management Team or at the Cashier.
- d. Club Mudgee is a member of Club NSW and access to training through both Clubs NSW (Club Safe) and affiliate sponsor Barrington's Training.
- e. Help is Close at Hand – Gamble Aware | gambleaware.nsw.gov.au | 1800 858 858