

# MAXETAG

## Product disclosure statement

### 1 Introduction

This Product Disclosure Statement (PDS) incorporates the Terms and Conditions and Privacy Statement and forms the basis of the Maxetag rewards system.

### 2 General

Please note that Maxetag reserves the right to make any changes to the PDS without prior notice and at Maxetag's absolute discretion.

Maxetag will attempt to notify members and retailers of any changes but shall not be held liable for failure to do so.

Maxetag will not purport to alter its policy on Information Privacy in regards to the above paragraph unless written notification occurs and opportunity for members who do not wish to be bound by the changed policy have the opportunity to withdraw from Maxetag. Maxetag and participating retailers also reserve the right to make any changes without prior notice to the goods and services which form the benefits of being a member of Maxetag.

All information contained in the members application form will be held in an online database for maxetag; "the maxetag database". Subject to the policy on Information Privacy, information from the maxetag database may be made available to agents involved in administering the maxetag program; this information at maxetag's discretion may also be made available to and used by maxetag, its agents and participating retailers for marketing purposes inclusive of planning, product development, research and other commercial purposes. By utilizing the maxetag system each member agrees to the above; maxetag reserves the right to suspend or terminate the maxetag program at any time and without prior notice, please note that Maxetag (Golden Fortune) will not be held liable (without limitation) for any offers on a members TAG/Card at the time of suspension or termination. Participating retailers do not have the authority, express or implied to make any representation, warranty or statement on behalf of maxetag and maxetag accepts no liability in respect of such representations, warranties or statements. Any offer proven to be fraudulent will not be honoured by the retailer and criminal charges will be brought against any person or persons fraudulently abusing the system.

### 3 Membership

Only individuals may be members of Maxetag. Any member will be bound by this PDS upon first use of their Maxetag. It is the member's responsibility to notify Maxetag of any change of address or personal details. Maxetag will not be liable for any delay in replacing a membership TAG/Card or for any unauthorised use of a members TAG/Card. Maxetag members may receive a printed statement from any Maxetag kiosk at participating merchants. Disputes about any details contained in the statement must be notified to Maxetag (Golden Fortune) by the date specified otherwise the statement will be taken to be correct and binding on the member. Maxetag decision on any such dispute is final and binding. Maxetag (Golden Fortune) may terminate a membership in the program without notice for any reason including, without limitation, if the member

- Fails to comply with the membership PDS
- Abuses any privilege accorded to them under the maxetag program, or
- Supplies any misleading information or makes any misrepresentation to maxetag or to any participating retailer
- Dies or moves permanently overseas

maxetag retailers are not bound to honour any offer or reward that has been in the opinion of maxetag or its agents fraudulently entered into the system and criminal charges may be laid against those responsible for willingly attempting to defraud and/or defrauding the system.

Any certificate (offer) is only valid for:

- The TAG/Card it is issued on
- The date of issue until the expiry date
- The redemption value for that specific period.

Maxetag does not offer a blanket cover for the fraudulent misuse of a system, all systems are set up with security levels and password access to offer best practice security.

A member may terminate his or her membership in the maxetag program at any time by giving written notice to maxetag. On receiving a notice of termination from a member, the member's contact details will be noted on the maxetag database as closed, and after 12 months of non-tag usage such contact details will be deleted from the maxetag database and the remaining member's offers cancelled, except where prohibited by law or regulation. Membership TAG/Cards are not credit or charge cards and are not transferable. Any tax, liability or duty arising from a member's participation in the maxetag program is the responsibility of the member.

#### **4. Issuing Offers**

maxetag offers are issued as indicated by a participating retailer, for more details about how offers are earned at participating retailers, please visit the participating venue's website. Offers will be credited to a members TAG/Card, maxetag and the participating retailers will determine which good or services are qualifying goods or services and the nature of the offer that will be credited to a members TAG/Card. In order to obtain offers a member must present his or her membership TAG/Card at the point of sale, maxetag is not liable for any delay or failure of a participating retailer to load a transaction onto a TAG/Card. maxetag will not credit offers which are given by retailers after they have ceased to be participants in the maxetag program. Offers and the rights that they confer cannot be sold, passed on, assigned or otherwise dealt with except in accordance with this PDS. Offers have no cash or monetary value.

#### **5. Redeeming Offers**

Points and points redemption may be the subject of state legislation. A member can only redeem a valid offer in the place of redemption stored on the TAG/Card for that particular offer; redemptions must be made by the member personally. The redemption of the offer claimed will be removed from the TAG/Card at the time of redemption. In the event of malfunction of the TAG/Card every effort will be made to load any offers not expired or redeemed onto a replacement TAG/Card. Offers will expire and be removed from at TAG/Card at the completion of the expiry date stored on the TAG/Card for that particular offer. All offers are only valid from the "date valid from" until the "expiry date" inclusive. All offers are subject to such other terms, conditions and restrictions as are mentioned in the then current PDS or in any other Terms and Conditions relating to the offer. maxetag obligations are limited to procuring the supply of the offer. The max tag device remains the sole property of maxetag and must be returned on demand. © 2013

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# Golden fortune

Golden fortune is a loyalty reward system using maxetag.

Points will be issued via the maxetag system as reward for turnover to each member.

This will work on three different levels.

as a standard or gold level the member will receive 1 point for every \$2.50 of turnover

as a platinum level the member will receive 1 point for every \$1.70 of turnover

as a diamond level the member will receive 1 point for every \$1 of turnover

or as follows

## Standard & Tiered points

\$ Turnover per point	Point value per \$100 T/O	Turnover req for 100 points	% of T/O Accrual	Multiplier of base points	Membership Level
<b>\$2.50</b>	40.00	\$250	0.40%	Base points	Gold
\$1.70	58.82	\$170	0.59%	<b>1.47</b>	Platinum
\$1.00	100.00	\$100	1.00%	<b>2.50</b>	Diamond

The levels will be based on the member's total turnover for each period.

- gold level will be 0 to \$100000 in turnover over a period
- platinum level will be \$100001 points to \$250000 in turnover over a period
- diamond level will be \$250001 in turnover and over earned over a period

this will be if the member has in one period between \$100001 turnover to \$250000 turnover the member will be automatically be upgraded from gold to platinum level.

And if the member has greater than \$250001 turnover in one period the member will automatically upgraded to diamond level.

Each period is as follows.

- Period one from 1<sup>st</sup> of January to till the last day of march
- Period two from the 1<sup>st</sup> of April to the last day of June
- Period three 1<sup>st</sup> of July to the last day of August
- Period four from the 1<sup>st</sup> of September to the last day of December.

If in the following period the members total turnover falls below the amount for the level they are in they will automatically be placed back in the level according to their total points earned for that period.

Each member will be assessed at the beginning of each period and placed in the correct level according to their total turnover for the previous period.

**When redeeming points**

Minimum redemption will be 100 points at any one time with no maximum.

1 point = 1c.

Points will expire after a 12 month period from the date they were earned if not redeemed no exceptions.