

## MAXETAG MEMBERSHIP TERMS AND CONDITIONS

These terms and conditions are entered into between you and the Participating Venue as a condition of your use of the maxetag program. The terms and conditions comprise the Terms of Membership and Use and the Participating Venue Privacy Policy and Privacy Statement all of which are set out below.

### TERMS OF MEMBERSHIP AND USE

#### 1. Membership

1. You may apply to be a member of the maxetag program if you are a natural person aged 18 years or over and have a current Australian residential address. To become a member, you must complete a maxetag membership application form and submit this to the Participating Venue.
2. The maxetag program is a structured loyalty program operated under which a maxetag member may earn points on Qualifying Transactions and Player Turnover.
3. The Participating Venue may refuse your application for membership for any reason.
4. Membership is free, but the Participating Venue reserves the right to charge for replacement or additional maxetag TAG cards.

#### 2. Your obligations

1. Using your maxetag TAG card or registering with maxetag in accordance with 1.1 above constitutes acceptance of these Terms and Conditions.
2. It is your responsibility to inform the Participating Venue if:
  - your personal details change (including, but not limited to, your address, email address or phone number). If the Participating Venue does not have your correct details, it may not be able to contact you about your account or send you offers, and it may also restrict operations on your account (such as redemption); or
  - your maxetag TAG card is lost or stolen so that the Participating Venue can protect your account from fraud or theft.
3. maxetag TAG cards are not credit or charge cards, are not transferable, and remain the property of the Participating Venue.
4. You may terminate your membership at any time and for any reason by contacting the Participating Venue.
5. You must provide an email (preferred) or postal address to the Participating Venue for activities statements to be sent to you in accordance with the Gaming Machines Gambling Code of Practice.

#### 3. Earning and Redeeming points

1. Points will be credited to your account by you producing and using your maxetag TAG card when purchasing goods or services at a participating maxetag venue known as a Qualifying Transaction under the maxetag program. Examples of Qualifying Transactions are drinks, food, tickets, and vouchers.
2. The rate at which points will be earned because of your Qualifying Transaction is provided below by the Participating Venue:

**1 Point (equivalent to \$0.01) for every \$  Spent.**

*Participating Venue must populate the above rate for Qualifying Transaction.*

3. Points that have been credited to a maxetag TAG card by a result of participating in the playing of gaming machines can be redeemed for goods or services, or cash within the Participating Venue.
4. Participating venues at their discretion may offer further promotional points for participation in gaming operations. Such circumstances include but are not limited to; double/triple points, and random promotional member draws this requires that your membership tag is logged on at the time of each promotion. The awarding of points during these promotions is determined by the loyalty system randomly selecting winners. The purpose of these promotions is to reward existing members. The maximum value of loyalty points awarded for random promotional member draws is below \$10.
5. You should contact the Participating Venue if you dispute the points or entitlements awarded to you for any Qualifying Transaction.

<sup>1</sup>The rate at which a Participating Venue will award points to you as a function of turnover is dependent on the value of the points awarded to you and the allowed for cost of the loyalty program to the Participating Venue.

- Points are credited to your account during play on a gaming machine when using your maxetag TAG card. You will earn a minimum of 1 point (equivalent to \$0.01) for every \$6 worth of turnover. . The rate at which points will be earned to you as a function of your turnover is provided below by the Participating Venue:

**1 point (equivalent to \$0.01) for every \$ 2.50 of Turnover.**

*Participating Venue must populate the above rate within the boundaries.*

- Each point in your account holds a value of \$0.01, which means that 100 points are equivalent to \$1.00<sup>1</sup>.
- Notwithstanding any other terms set out in this document the rate at which points will be awarded to you will always be directly proportional to the Turnover generated by you over any given period of activity.
- The Participating Venue may reverse points allocated to you if a Qualifying Transaction is cancelled or a refund in respect of that transaction is given.
- The Participating Venue may correct erroneous, invalid points, or adjust for reversed transactions at any time even if it would put your membership account into a negative points balance.
- You may check your points balance at any time by contacting the Participating Venue. The Participating Venue may also, at its discretion, periodically send you a point's summary using the contact details you provided. The Participating Venue may make your points balance available in other ways, for example, on a Participating Venue's receipt or as part of your activity statement.
- Points do not expire unless you do not earn or redeem any points on an account maintained with the Participating Venue for a period of 12 consecutive months, then in the absence of any concessions or extensions granted by the Participating Venue at its discretion, your points will automatically expire and the Participating Venue may then also terminate your membership and close your account. The Participating Venue is not required to contact you to advise you of this.
- You cannot transfer, sell, or give your points to any other person.

#### 4. General

- The Participating Venue may by giving notice under section 4(2) make any change it sees fit to
  - the number of Participating Venues and Qualifying Transactions;
  - the points you can earn on Qualifying Transactions;
  - the points you can earn on Player Turnover;
  - the period for expiry of existing or future points in your account.Provided always that any change to the points you can earn or the number of points required for redemption will only apply to Points awarded after the date that members are notified of the relevant change.
- The Participating Venue must prominently display "*The maxetag points earning rate on qualifying purchases in this venue is xx*" and "*The maxetag points earning rate on Player Turnover in this venue is xx*" at the cashier either electronically or physically, where "xx" are the current rates at the Participating Venue. The Participating Venue will provide you with written notice of any change to the maxetag Membership Terms and Conditions.
- Written notice under clause 4(2) will be sent by email to the email address specified in the member's maxetag membership application form or the address that was last notified in writing by the member to the Participating Venue.
- In addition to any other right of the Participating Venue to terminate a maxetag membership, the Participating Venue may terminate or suspend your maxetag membership immediately with or without written notice where you:
  - fail to comply with these Terms and Conditions;
  - provide misleading information or make any misrepresentation to the Participating Venue in connection with maxetag;
  - are abusive or offensive to any Participating Venue staff
- Where your maxetag membership is terminated, in addition to receiving written notice of termination, the Participating Venue will provide you with reasons for your membership termination and along with details of where and how you may redeem any remaining points balance (if any) in your account. Once terminated, you will cease to be entitled to earn and redeem additional points.
- The Participating Venue respects your personal information. The Participating Venue Privacy

Statement forms part of these Terms and Conditions. The Participating Venue Privacy Statement sets out what personal information is collected by the Participating Venue, how it is used, to whom it is disclosed and what your privacy choices are.

7. The Participating Venue may provide your personal information to parties involved in a purchase or potential purchase of any part of the Participating Venue's business.
8. Any liability the Participating Venue or maxetag may have to you in negligence, breach of contract or otherwise, and all conditions and warranties as to the condition, suitability, quality, fitness or safety of any goods or services supplied by the Participating Venue whether express or implied by statute, are limited to:
  - the cost of re-supplying the goods or services or repairing, or paying the costs of repairing, the goods;
  - reinstating number of points in dispute
9. Any tax, liability, or duty incurred by a member arising from your participation in the maxetag program is your responsibility.
10. In accordance with the Gaming Machines Gambling Code of Practice, members must receive an activity statement from the Participating Venue via the nominated method chosen on the maxetag membership application form. maxetag members may update their delivery preference with the Participating Venue at any time. The Participating Venue must ensure that activity statements are not sent to members whose loyalty account has been locked or disabled or if the account has not been used for more than 12 months. Activity statements must be made available to an active member at any time on request.
11. Activity statements are also available to a member, whether active or not, at any time on request.
12. It is an obligation of the Participating Venue to ensure the Gaming Machines Gambling Code of Practice is always adhered to.
13. Nothing in these Terms and Conditions limits your rights under the Australian Consumer Law.

## 7. Definitions

**Activity statement** means a statement, provided in accordance with the Gaming Machines Gambling Code of Practice, to the member containing details such as the total bet amount, total amount won, overall net win, total number of days gambling, and the total time maxetag was used.

**maxetag program** means the loyalty program defined in Section 1(2)

**Participating Venue** means those companies (and other persons) who are issuing loyalty points to maxetag members and additional persons under the maxetag program.

**Player Turnover** means the total monetary sum bet in the conduct of gambling activities.

**Qualifying Transaction** means a transaction between a Participating Venue and a maxetag member for goods or services including gambling activity of the member under the maxetag program.

**Related Bodies Corporate** has the same meaning as in the Corporations Act 2001.

**Terms and Conditions** mean this document.

## PARTICIPATING VENUE PRIVACY POLICY

### Introduction

The Participating Venue respects the privacy of your personal information in its care. This commitment is demonstrated in this Privacy Policy, which sets out Participating Venue's policy on dealing with personal information. Personal information means information which identifies you as an individual or from which your identity can be reasonably ascertained.

This Privacy Policy relates to personal information of maxetag members and other members of the public handled by the Participating Venue.

### **Privacy laws**

The Participating Venue is subject to a range of laws which protect your privacy, including the National Privacy Principles (NPPs) in the Privacy Act 1988. The NPPs set out how some private sector organisations should collect, use, store, disclose and provide access to personal information. Despite this Privacy Policy, the Participating Venue sometimes handles personal information relying on exemptions under these laws, for example in relation to employee records.

### **Types of personal information collected**

The types of personal information the Participating Venue may collect about maxetag members includes:

- name, address(es) & telephone number(s)
- electronic addresses
- gender
- date of birth
- household details
- transaction details associated with the earning of points
- name, gender and date of birth of additional members
- ages of family members
- signatures and authorities granted to the Participating Venue
- communications between the Participating Venue and members.

The Participating Venue may not be able to provide its services without your personal information. For example, it may not be able to manage your membership or contact you.

### **Use and disclosure of personal information**

In addition to the purposes described in the Participating Venue Privacy Statement, the Participating Venue may use and disclose personal information for the following purposes:

- responding to lawful information requests from courts, government agencies, gaming regulatory authorities including statutory, licensing or regulatory approval requirements.
- investigating and dealing with suspected fraud and unlawful activity
- protecting its lawful interests; and
- purposes relating to any third party acquisition or potential acquisition of an interest in the Participating Venue or its assets.

The Privacy Act limits the circumstances in which the Participating Venue can transfer personal information to third parties outside Australia, for example, where you consent or where the Participating Venue takes reasonable steps to ensure your personal information will be handled in a manner consistent with the applicable Australian privacy principles.

### **Procedures — access/correction/feedback**

If you have any feedback or concerns about privacy or wish to access or correct any personal information the Participating Venue holds about you, please contact the Participating Venue as set out below. Where you seek a response from the Participating Venue, it will respond to let you know who will be handling your matter and when you can expect a further response.

In the case of access and correction requests, please provide as much detail as you can about the particular information you seek, in order to help the Participating Venue retrieve it. Under the Privacy Act and other relevant laws, the Participating Venue is not required to provide access or make corrections in all circumstances, but it is required to provide reasons. Where the Participating Venue decides not to make a requested correction and you disagree, you may ask it to make a note of your requested correction with the information.

## **PARTICIPATING VENUE PRIVACY STATEMENT**

### **Respecting your privacy is important to us**

This Privacy Statement sets out what personal information is collected, how it is used, to whom it is disclosed, and what your privacy choices are.

### **Collection of your personal information**

The Participating Venue collects your personal information when you interact with us. It may also collect publicly available information, as well as transaction details, related to your earning and use of Points.

### **Use and sharing of your personal information**

The Participating Venue collects your personal information to administer and improve maxetag, conduct product and market research, and analyse your purchasing and online activity relating to maxetag and the Participating Venue. It may share your information with maxetag and its related bodies corporate for these purposes subject to you exercising your privacy rights and choices below. The Participating Venue and maxetag may provide marketing communications and targeted advertising to you on an ongoing basis by telephone, electronic messages (such as email), and other means, subject to you exercising your privacy rights and choices below. The Participating Venue and maxetag may provide your personal information to service providers (some of whom may be located outside Australia) who assist the Participating Venue and maxetag with services including data processing, data analysis, online computing, printing, contact centre, legal, accounting, business consulting, auditing, archival, delivery and mailing services.

### **Our website**

Like many websites, the Participating Venues website may use "cookies" from time to time. A cookie is a piece of information which allows the server to identify and interact more effectively with your device. The cookie assists the Participating Venue in maintaining the continuity of your browsing session, remembering your details and preferences when you return, and in personalising communications and offers to you. You can configure your web browser to reject cookies but you may find some parts of the Participating Venue's website will then have limited functionality.

### **Your privacy rights and choices**

You can contact the Participating Venue at any time to opt out of electronic and telephone direct marketing communications. If you do not want the Participating Venue to send you mail or disclose your personal information to maxetag or its related bodies corporate you may terminate your maxetag membership. Under privacy laws, you have certain rights to access and correct personal information the Participating Venue holds about you.

### **Contact**

Queries and other correspondence regarding privacy should be directed to the Participating Venue Privacy Officer

Mail

Participating Venue Privacy Officer

Venue Address:

Telephone:

*Participating Venue must populate the above fields.*