

## **1. Membership**

1.1. The membership program known as the "TEC Member Rewards" is administered by The Elsternwick Club Inc. (ABN 43 135 527 047).

1.2. You must be over 18 years old and an Australian resident to join the TEC Member Rewards. You may be asked at any time to produce valid identification acceptable to The Elsternwick Club to evidence your eligibility to be a member of the TEC Member Rewards.

1.3. In order to apply for membership of the TEC Member Rewards, you must fully complete and sign the TEC Member Rewards membership application form. By signing the TEC Member Rewards membership application form you acknowledge that you have read, understood and agree to be bound by the terms and conditions of the TEC Member Rewards, as amended from time to time.

1.4. The Elsternwick Club has the right to refuse your application for membership at their discretion and without providing you with any reason.

1.5. Only one membership per person is permitted at any time.

1.6. Unless authorised by The Elsternwick Club (in its absolute discretion), employees (whether full time, part time or casual) of The Elsternwick Club are not eligible to join the TEC Member Rewards. If any such person is already a member of the TEC Member Rewards at the time that they become an employee etc., their membership of the TEC Member Rewards will be automatically terminated and their Points forfeited.

1.7. Persons who are excluded from gambling activities at The Elsternwick Club are ineligible to join the TEC Member Rewards. The membership of any person who becomes excluded after they have joined the TEC Member Rewards will be automatically terminated and their Points forfeited.

## **2. TEC Member Rewards Cards**

2.1. Only one TEC Member Rewards Card per person is permitted. A TEC Member Rewards Card issued to you is personal to you and may only be used by you for the purposes of your membership in the TEC Member Rewards. TEC Member Rewards Cards remain the property of The Elsternwick Club (even when it is in your possession) and must be returned to the Venue on demand.

2.2. Use of the TEC Member Rewards Card by you indicates your continuing acceptance of the terms and conditions of the TEC Member Rewards, as amended from time to time.

2.3. It is your responsibility to protect your TEC Member Rewards Card and take precautions against loss, theft or any unauthorized use. The Elsternwick Club does not accept any responsibility for misuse of lost or stolen TEC Member Rewards Cards. You must immediately report any TEC Member Rewards Card that is lost or stolen to the Venue.

2.4. You must present identification acceptable to The Elsternwick Club in order to receive a replacement TEC Member Rewards Card and you may be charged a fee for a replacement TEC Member Rewards Card.

2.5. The Elsternwick Club reserve the right to at any time require a person using an TEC Member Rewards Card to provide valid identification acceptable to them to verify that that person is entitled to use that TEC Member Rewards Card.

### **3. Password**

3.1. You must use your TEC Member Rewards Card (and may be required to enter a password) in order to be able to access your TEC Member Rewards membership via a TEC Member Rewards Kiosk.

3.2. You must not disclose your password to any other person for any purpose whatsoever.

3.3. The Elsternwick Club will not be liable for any unauthorized exchange of Points or any other entitlement, benefit or reward where an TEC Member Rewards Card is lost or stolen or if a password becomes known to another person, whether or not you have contributed to this loss (for example, by indicating your password on your TEC Member Rewards Card or by keeping a record of your password in any article in which your TEC Member Rewards Card is also kept).

### **4. Points**

4.1. Points will not validly accrue on a TEC Member Rewards Card while a person other than you uses your TEC Member Rewards Card.

4.2. To earn Points you must visit The Elsternwick Club and use your TEC Member Rewards Card on the TEC Member Rewards Kiosks in the Venue by swiping it in the card reader, scanning the barcode with the barcode scanner, swiping it in the Express Swipe card reader or by manually entering your membership number.

4.3. It is your responsibility to ensure that Points are actually registered when you use your TEC Member Rewards Card at the Venue. If you become aware that the TEC Member Rewards Kiosk is not working you should inform the Venue staff.

4.4. Points can be accrued based on your visitation to The Elsternwick Club. Points are not transferable to any other person.

4.5. The basis and the rate upon which you may accrue Points and associated entitlements, benefits or rewards is determined by The Elsternwick Club in their sole discretion and are subject to change from time to time without prior notice to you, save that such changes will not be made retrospectively.

4.6. The Elsternwick Club may, in their discretion, from time to time introduce additional means of earning Points such as Points vouchers and other special offers, in all cases subject to such terms and conditions as will be determined by The Elsternwick Club.

4.7. The Elsternwick Club reserves the right to adjust the number of Points you have accumulated where Points have been accumulated as a result of any malfunction, operator fault, misrepresentation, misuse of your TEC Member Rewards Card or as a result of any impropriety.

4.8. Points that have not already been redeemed will automatically expire 2 years and 30 days from the date that you earn them.

4.9. Any notice issued by The Elsternwick Club (whether via the TEC Member Rewards Kiosk or otherwise) regarding the number of Points accrued to you will be final and conclusive.

## **5. Rewards**

5.1. You may request Rewards from time to time from the then current available Rewards offered by The Elsternwick Club. Additional Points needed to obtain a Reward cannot be purchased.

5.2. The Elsternwick Club will determine the number of Points required to redeem any Reward and The Elsternwick Club may change the number of Points required to redeem any Reward at any time without notice to you.

5.3. Rewards offered to you are subject to change and availability and may be subject to certain conditions. The Elsternwick Club reserves the right to accept or reject any request to receive a Reward upon reasonable grounds (in their absolute discretion) without providing any reason to you.

5.4. Rewards will not be refunded for Points, returned or exchanged.

5.5. To the extent permitted by law, The Elsternwick Club does not make any warranties or representations to you in connection with any Rewards and expressly disclaim all liabilities (including for consequential and indirect loss) with respect to type, quality or standards or fitness for purpose of Rewards.

5.6. If a Reward is defective for any reason, you agree not to make any claims against The Elsternwick Club. Your claim in this regard will be limited to any claims that you are legally able to make against the manufacturer of the Reward. The Elsternwick Club will not, under any circumstances, be responsible for replacing or repairing any Rewards.

5.7. Notwithstanding paragraphs 5.2 and 8.2, if The Elsternwick Club makes a Representation to you that a Reward will be available for a defined period of time, or the amount of Points required to redeem a Reward will remain fixed for a defined period of time, then The Elsternwick Club will honour any such Representation.

## **6. Third Party Offers and Services**

6.1. Your membership of the TEC Member Rewards may from time to time give you an opportunity to access Third Party Offers or Services offered to you by third parties.

6.2. Even though the TEC Member Rewards may provide you with this opportunity, you acknowledge that Third Party Offers and Services are not offered or provided by The Elsternwick Club and that The Elsternwick Club have no liability whatsoever to you in relation to the promotion or provision of Third Party Offers and Services, even though there may be TEC Member Rewards branding applied in connection with Third Party Offers or Services and even though you may access Third Party Offers or Services via the TEC Member Rewards Kiosk or the TEC Member Rewards web site or via other materials provided to you by The Elsternwick Club.

6.3. You also acknowledge that Third Party Offers and Services may be subject to certain terms and conditions and may be withdrawn at any time.

## **7. Member Draws**

7.1. You may be invited to participate in Member Draws conducted by The Elsternwick Club from time to time. Participation in these Member Draws will be subject to certain terms and conditions.

## **8. Changes to TEC Member Rewards**

8.1. The Elsternwick Club reserves the right to, at any time and from time to time and without prior notice to you, make changes to policies and procedures, Rewards, Member Draws, Points required for redemption of Rewards and the manner that Points can be earned. The Elsternwick Club may also, at any time and from time to time and after 30 days notice on the TEC Member Rewards Website and on TEC Member Rewards Kiosks, make changes to these terms and conditions.

8.2. A copy of the current terms and conditions governing the TEC Member Rewards may be obtained via the Gaming bar or at [www.elsternwickclub.com.au](http://www.elsternwickclub.com.au). You acknowledge that it is your responsibility to at all times keep yourself apprised of the current terms and conditions.

## **9. Termination or suspension of the TEC Member Rewards**

9.1. If the TEC Member Rewards is cancelled, you will have 30 days from the date of an announcement to this effect by The Elsternwick Club to request Rewards after which time you will be deemed to have forfeited any Points not redeemed.

9.2. If you wish to terminate your membership of the TEC Member Rewards you may do so by providing written notice to The Elsternwick Club and returning your TEC Member Rewards Card to The Elsternwick Club. Any Points which have not been redeemed at the time of cancellation will be deemed to be immediately forfeited.

9.3. The Elsternwick Club may immediately terminate your membership of the TEC Member Rewards (at The Elsternwick Club's option) if:

- a) You do not strictly comply with any of the terms and conditions of the TEC Member Rewards or any procedures, policies or rules imposed by The Elsternwick Club;
- b) You do not comply with the terms and conditions relating to any Benefit or Service;
- c) You misuse your TEC Member Rewards Card or that of another person; and/or
- d) You behave in a manner which The Elsternwick Club (in their absolute discretion) considers to be dishonest, offensive, disruptive, intimidating, illegal and/or improper. If your membership is cancelled pursuant to this paragraph 9.3, any Points you have accumulated will automatically expire unless The Elsternwick Club determines otherwise and you will not be eligible to receive any benefit offered by the TEC Member Rewards.

9.4. If any member of the TEC Member Rewards passes away, their membership will be automatically cancelled and their Points will be deemed to be immediately forfeited.

9.5. The Elsternwick Club reserves the right to terminate your membership at any time on reasonable grounds (in its absolute discretion) upon 7 days' prior notice to you.

9.6. If your membership is terminated or cancelled for any reason, whether by you or by The Elsternwick Club, any Points you have accumulated will automatically expire as of the date of termination unless The Elsternwick Club determines otherwise and you will not be eligible to receive any benefits offered by the TEC Member Rewards. Upon such cancellation you are required to immediately return your TEC Member Rewards Card to The Elsternwick Club.

9.7. The Elsternwick Club reserves the right to, at any time and from time to time, cancel the TEC Member Rewards in whole or in part or suspend it for any period for any reason after giving 30 days notice on the TEC Member Rewards Website and on TEC Member Rewards Kiosks.

9.8. No representation is given that the TEC Member Rewards will continue to be available for any period of time and The Elsternwick Club may cancel the TEC Member Rewards in relation to the at any time and from time to time without providing any reason. If The Elsternwick Club cancels the TEC Member Rewards, you will have 30 days from the date of The Elsternwick Club's public announcement to this effect to redeem all Points, after which time any Points not redeemed will be automatically cancelled.

## **10. Privacy**

10.1. It is a condition of your membership of the TEC Member Rewards that you authorise The Elsternwick Club and their Associated Persons to collect and disclose your Personal Information in connection with the Permitted Purposes.

10.2. Subject to paragraph 10.6, you authorise any person who provides services in relation to a Permitted Purpose to use and disclose your Personal Information to the extent they consider to be reasonably necessary for any of the Permitted Purposes.

10.3. The Permitted Purposes are:

- a) Administration of the TEC Member Rewards, including (without limitation) the sharing of Personal Information in order to manage your membership.

- b) The provision of Member Draws and Rewards;
- c) The offer and/or provision by third parties of Third Party Offers or Services;
- d) Improving customer service by means of research, marketing, service or product development or planning; and
- e) Promoting, advertising and marketing Third Party Offers or Services to you (including by means of email, SMS, post, telephone calls or in-person presentation).

10.4. If you send The Elsternwick Club a written request, The Elsternwick Club will provide you with access to and the ability to correct your Personal Information held by The Elsternwick Club to the extent that they are required to do so by law.

10.5. Subject to paragraph 10.6, by applying for membership of the TEC Member Rewards you agree to receive promotional material regarding the full range of facilities offered by The Elsternwick Club, which may include information about gaming, including electronic gaming machine facilities at the Club.

10.6. A Member must notify The Elsternwick Club if they do not wish to be contacted in relation to the TEC Member Rewards at all, or do not want to be contacted using a particular method, by marking the relevant box(es) on the membership application form; changing details at the TEC Member Rewards Kiosk or by writing to The Elsternwick Club. Members acknowledge and agree that if they mark the "Do NOT contact at all" box, their membership card (and any associated membership materials) will be held at The Elsternwick Club and that, notwithstanding their election not to be contacted, The Elsternwick Club will telephone the Member to notify the Member that their application was successful and that the Members membership card (and associated membership materials) is available for collection from The Elsternwick Club.

10.6. If you receive any communication from The Elsternwick Club that you have asked not to receive under paragraph 10.5, you must immediately inform The Elsternwick Club, who will use reasonable endeavours to prevent such unauthorised communication re-occurring.

## **11. General**

11.1. Without limiting any other provision of these terms and conditions, to the extent permitted by law, you agree to release and forever discharge The Elsternwick Club (and their Associated Persons) from any Claim arising from any act or inaction of any person in connection with the TEC Member Rewards, Member Draws, Points, Rewards, Third Party Offers or Services, including (without limitation) any errors or admissions (including negligence) in representations, information, publications or advertisements directly or indirectly pertaining to the TEC Member Rewards, Third Party Offers or Services.

11.2. To the extent permitted by law, all express and implied warranties (whether statutory or otherwise) relating in any way to the subject matter of these terms and conditions (including without limitation Rewards and any goods or services obtained by you in relation to the Third Party Offers and/or the Services) are excluded by The Elsternwick Club.

11.3. To the extent permitted by law, The Elsternwick Club does not accept any

responsibility for any damage or loss incurred by you, directly or indirectly, in connection with your membership in the TEC Member Rewards or your use of Rewards, Third Party Offers and/or Services and you release and discharge, and continue to release and discharge, The Elsternwick Club from liability for any such damage or loss.

11.4. Decisions made by The Elsternwick Club in relation to membership and/or the administration of the TEC Member Rewards are final and no correspondence will be entered into.

11.5. Any tax assessment or other government charge or liability or reporting requirement in relation to your participation in the TEC Member Rewards or receipt of Points or any Reward is your sole responsibility.

11.6. The Elsternwick Club will use reasonable endeavours to transmit notices and other relevant information to you whether via the TEC Member Rewards Kiosk or by other means. However, The Elsternwick Club 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 Elsternwick Club will not be responsible to you for any inaccuracy contained in any TEC Member Rewards notices or information.

11.7. If any part of the terms and conditions of the TEC Member Rewards 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 terms and conditions and the remainder of the terms and conditions will continue to have full force and effect.

11.8. These terms and conditions and the TEC Member Rewards are governed by the laws of the state of Victoria.

11.9. In these terms and conditions, unless the context otherwise requires:

**'Associated Persons'** means the directors, employees, related bodies corporate, agents, contractors, advisors and owners of The Elsternwick Club (as is applicable).

**'Claim'** means any loss, cost, claim, liability, demand or damage.

**'Member Draws'** means a competition, sweepstake, draw or equivalent conducted by The Elsternwick Club in relation to the TEC Member Rewards.

**'Permitted Purposes'** means the purposes specified in paragraph 10.3.

**'Personal Information'** means any information or opinion (irrespective of the medium in which this is stored or kept) about you, whether true or not, where your identity can be reasonably be ascertained, including without limitation:

- a) Details in relation to your patronage of The Elsternwick Club;
- b) Details in relation to Points that you have accrued;

c) Details in relation to requests you have made for Rewards (and the outcome of those requests); and

d) Your personal details such as name, address, phone numbers, email addresses and date of birth.

'**Points**' means points that you accrue in accordance with the terms and conditions of the TEC Member Rewards.

'**Representation**' means (in paragraph 5.7) a clear, explicit statement that is made in writing.

'**TEC Member Rewards Card**' means the card issued by The Elsternwick Club to you in relation to your membership of the TEC Member Rewards (and includes any temporary TEC Member Rewards membership cards issued to you).

'**TEC Member Rewards Kiosk**' means the branded TEC Member Rewards kiosk.

'**TEC Member Rewards**' means the membership program known as the

"**TEC Member Rewards**" and which is governed by these terms and conditions.

'**Rewards**' means benefits, facilities, goods and services and arrangements which may, from time to time, be offered or provided to you by The Elsternwick Club in exchange for Points you earn at that Venue, in accordance with these terms and conditions;

'**Services**' means services which may from time to time be offered to you by third parties via the TEC Member Rewards web site, the TEC Member Rewards Kiosk and/or TEC Member Rewards promotional materials, whether for free or in exchange for payment (and may include, without limitation, shopping services and travel services).

'**The Elsternwick Club**' means The Elsternwick Club Inc. ABN 43 135 527 047;

'**Terms and Conditions**' means these terms and conditions and any amendments, additions or replacements made thereto from time to time by The Elsternwick Club in its sole discretion;

'**Third Party Offers**' means offers which may from time to time be offered or provided to you by third parties via the TEC Member Rewards website, the TEC Member Rewards Kiosk and/or the TEC Member Rewards promotional material, and which are not provided in exchange for Points (and may include, without limitation, discount programs).

'**You**' means a person who is eligible for membership of the TEC Member Rewards and who is accepted as a member of the TEC Member Rewards and whose membership has not been cancelled or terminated.