

TABARET REWARDS TERMS AND CONDITIONS

A Membership

1. Any person over 18 years of age and who is not a staff member of the Venue may make application to the Venue to become a Member.
2. Members accept the Terms and Conditions and agree to be bound by them. The Venue reserves the right to amend, modify, add to or vary the Terms and Conditions at any time. The Terms and Conditions in effect from time to time shall be displayed or be available for inspection at the Venue.
3. Members' participation in the Venue Programme is subject to the Terms and Conditions. If a Member does not accept an amendment, modification, addition or variation to the Terms and Conditions or for any other reason wishes to withdraw from the Venue Programme, the Member may terminate his or her membership by giving notice to that effect in writing to the Venue and returning the Tabaret Rewards Card to the Venue or to TABCORP.
4. In addition to the Terms and Conditions, participation in the Venue Programme is subject to any policies or procedures that may be adopted by the Venue or TABCORP from time to time.
5. Any failure to comply with the Terms and Conditions, policies and procedures, any misuse of the Venue Programme or any misrepresentation of information to the Venue may result in one or more of termination or suspension by the Venue of the Member's membership of the Venue Programme, the Venue determining that a Member is not eligible to receive certain Rewards under the Venue Programme or (if applicable) the cancellation by the Venue of part or all of the Bonus Points accumulated by a Member.
6. In the even of Membership being terminated, whether by the Member or by the Venue, any Bonus Points accumulated are automatically forfeited.

B Qualifying to Request Rewards

1. If the Venue Programme entails the accumulation of Bonus Points by Members, in order to do so the Member must insert their Tabaret Rewards Card into the card reader and ensure that it has been accepted.
2. The Venue may determine from time to time the means by which Members qualify to request Rewards under the Venue Programme, including Rewards which are available only on the satisfaction of specified criteria or for a limited period of time, or to exclude specific types of transactions for the purpose of qualifying to request Rewards. If the Venue Programme entails the accumulation of Bonus Points by Members, this may include establishing means by which multiples of Bonus Points may be accumulated. Details of how Members may qualify to request Rewards from time to time will be displayed or be available for inspection at the Venue's premises.
3. The Venue reserves the right to at any time at its discretion and upon written notice to restrict the entitlement of a Member to participate in the Venue Programme or (if applicable) restrict the Member's ability to accumulate Bonus Points (including but not limited to instances in which the Member has executed a Deed of Self Exclusion).
4. The Venue reserves the right to adjust the number of Bonus Points accumulated by the Member where Bonus Points have been accumulated as a result of a malfunction, operator fault, misrepresentation or any other reason beyond the knowledge or control of the Venue. The Venue and TABCORP will not be liable where Bonus Points have failed to accumulate due to any malfunction, operator fault, misrepresentation or any other reason beyond the knowledge or control of the Venue or TABCORP.
5. If the Venue Programme entails the accumulation of Bonus Points by Members, Members entitlement to Rewards is based on the number of Bonus Points accumulated over a 12 month period commencing from the anniversary of the date of application to become a Member. Any accumulated Bonus Points which are not redeemed by the Member within 30 days of the anniversary of the date of application to become a Member will expire and be deducted from the number of Bonus Points accumulated by the Member.

C Requesting Rewards

1. If the Venue Programme entails the accumulation of Bonus Points by Members, the number of accumulated Bonus Points necessary to be redeemed for Rewards will be determined by the Venue in its absolute discretion from time to time.
2. If the Venue Programme entails the accumulation of Bonus Points by Members, the Venue may withdraw, limit, modify, cancel or increase the number of accumulated Bonus Points required for any Reward at any time without notice. The Member acknowledges that any such change may affect the value of Bonus Points already accumulated by the Member.
3. Members may request Rewards from time to time in accordance with the then current Rewards selection.
4. At the time of making a Rewards request, the Member must present his or her Tabaret Rewards Card and, if the Member has nominated a PIN, the Member must also enter their PIN.
5. The Rewards Selection offered to Members is at the discretion of the Venue. The Venue reserves the right to accept or reject any request to receive a Reward from the Rewards Selection in whole or part at any time. All Rewards are subject to availability. Substitution of Rewards may be necessary at times. Special conditions may apply in relation to certain items of Rewards.
6. If the Venue Programme entails the accumulation of Bonus Points by Members, when a Reward is requested the number of Bonus Points applicable to that item will be deducted from the number of Bonus Points accumulated by the Member.
7. Once claimed, Rewards cannot be returned or, if the Venue Programme entails the accumulation of Bonus Points by Members, once claimed Rewards cannot be exchanged for Bonus Points.
8. The Venue makes no warranties or representations either express or implied and expressly disclaims any and all liabilities (including for consequential damages) with respect to type, quality or standards or fitness for purpose of Rewards provided by the Venue. Warranty claims should be directed to the manufacturer of the item of merchandise.

D General

1. The Venue reserves the right to:
 - (a) suspend the Venue Programme for up to a period of seven days pending any change in the Terms and Conditions or the policies and procedures; or
 - (b) cease operation of the Venue Programme in which event Members shall have 30 days from the date of notification by the Venue that the Venue Programme is to cease operation to request Rewards. Any requests for Rewards after that period will not be accepted. If the Venue Programme entails the accumulation of Bonus Points by Members, any Bonus Points not redeemed during that period will be forfeited.
2. Participation in the Venue Programme or membership may not be bequeathed, transferred or assigned to other parties or other Members or other venue programmes. If the Venue Programme entails the accumulation of Bonus Points by Members, pooling of Bonus Points for Rewards to be claimed by another Member is not permitted.
3. The use of a Tabaret Rewards Card by any person other than the Member to whom that card was issued is not permitted. Any breach of this rule shall constitute misuse of the Venue Programme for the purpose of paragraph A5.
4. The Venue and Tabcorp will not be liable for any disruption to the Venue Programme or any delay to or inability to provide any of the Rewards caused by circumstances beyond the control of the Venue or Tabcorp, including strikes or industrial disputes, acts of God, flood, inclement weather or civil disturbance.
5. Any tax assessment or other Government charge or liability or reporting requirement in conjunction with the Member's participation in the Venue Programme or receipt of a Reward is the responsibility of the Member.
6. All transactions conducted by Members at the Venue are subject to and governed by the Gambling Regulation Act 2003.
7. Tabaret Rewards Cards which are lost or stolen must be reported to the Venue or to TABCORP immediately. The Venue accepts no responsibility for the misuse of lost or stolen Tabaret Rewards Cards.
8. Tabaret Rewards Cards remain the property of TABCORP and must be returned on demand to TABCORP. Tabaret Rewards Cards are not credit cards.
9. By participating in the Venue Programme, Members expressly consent to the use by the Venue or by TABCORP of all information provided by Members to the Venue whilst participating in the Venue Programme for all purposes connected with the operation or promotion of the Venue Programme unless at the time application is made to the Venue to become a Member the prospective Member elects or indicates that they do not wish to receive such information.
10. The Venue will use reasonable endeavours to transmit notices and other relevant material to Members and advise them of various matters of interest, including any amendment, modification, addition or variation to the Terms and Conditions, but the Venue will not be held liable for failure to do so. Every effort will be made to ensure that the information provided is correct, however, no responsibility for any inaccuracy contained in any Venue Programme material will be accepted by the Venue.
11. The Venue will not be responsible for correspondence lost or delayed in the mail. Each Member is responsible for advising the Venue or TABCORP of any change of address.
12. In these Terms and Conditions, unless the context otherwise requires:
 - (a) 'TABCORP' means TABCORP Manager Pty Ltd ACN 064 304 016;
 - (b) 'Tabaret Rewards Card' means the card issued to Members of the Venue Programme;
 - (c) 'Rewards Selection' means the Rewards available to Members from time to time;
 - (d) 'Rewards' means benefits, facilities, goods and services and arrangements;
 - (e) 'Member' means a person who is accepted as a member of the Venue Programme;
 - (f) 'Terms and Conditions' means these terms and conditions and any amendments, modifications, additions or variations made thereto from time to time by the Venue in its sole discretion;
 - (g) 'Venue Programme' means the arrangement contemplated by these Terms and Conditions pursuant to which a Member may qualify to request Rewards from the Rewards Selection;
 - (h) 'Venue' means the operator of the gaming venue at which the Venue Programme is conducted
 - (i) 'Bonus Points' means the points that accrue for the benefit of Members by participating in the Venue Programme.