

(k) the Member breaches the rules of any game played in either Wrest Point or Country Club Tasmania,

Federal Group Casinos at their sole and absolute discretion may immediately terminate and/or suspend (at the Federal Group Casinos' option) the relevant Member's membership of the Federal Rewards Club (or any particular category of the Federal Rewards Club) and/or cancel any or all Federal Rewards Club Loyalty Points (and/or any particular category of Federal Rewards Club Loyalty Points) which that Member has accrued.

8.2 In the event that a Federal Rewards Club Membership is terminated by either the Member or Federal Group Casinos, the Federal Rewards Club Card must be immediately returned to Federal Group Casinos where any Customer Funds stored on the Federal Rewards Club Card will be returned to the Member.

8.3 In the event that the Member:

- (a) does not wish to be bound by the Rules or any amendment to the Rules; or
- (b) becomes an Employee of either Wrest Point or Country Club Tasmania; or
- (c) in any other event wishes to terminate his or her membership of the Federal Rewards Club,

the Member must return the Federal Rewards Club Card to the Federal Group Casinos and sign a termination advice form upon which membership of the Federal Rewards Club and all of the Member's Federal Rewards Club Loyalty Points will be cancelled.

8.4 In the event that a Federal Rewards Club Card does not register any activity at any Federal Group Casinos for a continuous period of nine months, any Federal Rewards Club Loyalty Points which have been accumulated in respect of that Federal Rewards Club Card may be cancelled and the Federal Group Casinos reserve the right to terminate the relevant Member's membership.

**9. Privacy**

9.1 The Federal Rewards Club is operated in accordance with the Privacy Act 1988 and The Federal Group's Privacy Policy. The Policy may be viewed on our website or a copy obtained from a customer service desk within Federal Group Casinos.

**10 Termination of Operation of Federal Rewards Club**

10.1 The Federal Group Casinos may suspend the operation of the Federal Rewards Club or cease to operate the Federal Rewards Club at any time without notice.

10.2 In the event that the Federal Rewards Club ceases to operate, all Federal Rewards Loyalty Points which have not been exchanged for currently available rewards within 30 days of the Federal Group Casinos issuing a notice to Members that the Federal Rewards Club has ceased to operate will be cancelled. In addition, all other benefits and rewards which have been accumulated in connection with the Federal Rewards Club will be deemed to be cancelled if they have not been used by such date.

10.3 In the event that the Federal Rewards Club ceases to operate, any Customer Funds that have not been collected by the Member within 30 days of Federal Group Casinos issuing a notice to Members that the Federal Rewards Club has ceased to operate will be dealt with in accordance with the Gaming Control Act 1993 and any other relevant legislation.

**11 General**

11.1 The Federal Rewards Club is a trade promotion not a gaming activity.

11.2 The Federal Group Casinos reserve the right to waive the application of any of the Rules and/or amend or materially alter the Rules at any time without notice.

11.3 The Member agrees to be bound by any amendment from the date the Federal Group Casinos specifies that the amendment comes into force. A current copy of the Rules is available for inspection at the Federal Rewards Club Desk at Country Club Tasmania or the Service Centre at Wrest Point.

11.4 In the event of any inconsistency between any other document brought into existence for the purposes of the Federal Rewards Club, and these Rules, these Rules shall prevail.

11.5 Whilst all reasonable care is taken to ensure that information, publications and advertisements supplied or provided in connection with the Federal Rewards Club is accurate, the Federal Group Casinos do not accept liability for any errors or omissions (including negligence) in such information, publications and advertisements, whether written or oral.

11.6 All dispute settlements or decisions made by the Federal Group Casinos are final and binding.

11.7 To the extent permitted by law, the Federal Group Casinos accepts no responsibility for any injury, death, damage or any other loss whatsoever incurred by the Member, either directly or indirectly and as a result of any act or omission of the Federal Group Casinos relating to or arising out of Federal Rewards Club membership, and the Member releases and discharges the Federal Group Casinos including its employees, agents and contractors from any such liability, damage or loss.

11.8 Any tax liabilities and other duties arising from the accumulation of Federal Rewards Club Loyalty Points, and the receipt and use of benefits or rewards are and remain the sole responsibility of the Member.

11.9 Any alteration made to Associated Documentation by any person other than the Federal Group Casinos will have the effect of automatically invalidating that Associated Documentation. Associated Documentation cannot be replaced or points re-credited if such Associated Documentation is lost, stolen, damaged or destroyed, and should be kept in a safe place by the Member.

11.10 In consideration of the Federal Group Casinos admitting the Member to membership of the Federal Rewards Club, the Member agrees to be bound by these Rules and acknowledges the right of the Federal Group Casinos to rely upon.

**12 Definitions**

In these Rules unless the context otherwise requires:

“Photographic Identification” means such current, original and valid forms of identification of the Member as the Federal Group Casinos require, such as but not limited to a passport or driver's licence issued by an Australian State or Territory.

“Associated Documentation” means any document arising from the operation of the Federal Rewards Club including but not limited to vouchers, complimentary slips, and similar documents;

“Cash Back” means the redemption of Federal Rewards Club Loyalty Points in cash;

“Customer Funds” means cash added to the Federal Rewards Club Card by the Member via an electronic gaming machine or a cashier;

“The Federal Group Casinos” means Wrest Point and Country Club Tasmania;

“Federal Rewards Club Card” means a card issued to a Member by the Federal Group Casinos pursuant to the Rules which continues to be valid and has not been cancelled by the Federal Group Casinos including the Federal Rewards Club Card;

“Federal Rewards Club Card” means a card issued to a Member by the Federal Group Casinos pursuant to the Rules which continues to be valid and has not been cancelled by the Federal Group Casinos including the Federal Rewards Club Card and Tasman Cards;

“Federal Rewards Club Loyalty Points” means any points (and includes any substitute as determined from time to time by the Federal Group Casinos in their sole and absolute discretion) which the Member may have accumulated as a Federal Rewards Club Member;

“Employee” means full time, part time or casual employees of Federal Group Casinos and includes contractors to Federal Group Casinos or any Related Entity or Related Body Corporate holding a special employee licence under the Gaming Control Act 1993;

“Member” is a person who is granted membership pursuant to Rule 1.1;

“PIN” means a four (4) digit Personal Identification Number;

“Player Activity Statement” means the player activity statement which the Federal Group Casinos are required to provide to Federal Rewards Club Members pursuant to the Tasmanian Liquor and Gaming Commission's Casino Licence Rules;

“Related Entity” and “Related Body Corporate” have the same meanings as those in the Corporations Law;

“Rules” means these Terms and Conditions as amended from time to time and any policies or guidelines adopted by the Federal Group Casinos from time to time in its discretion in relation to the conduct of the Federal Rewards Club.



TERMS & CONDITIONS

## 1. Membership

- 1.1 An applicant can become a Member provided they have presented an original copy of at least one item of valid Photographic Identification and have completed a Federal Rewards Club application form that has been accepted by the Federal Group. Membership becomes effective from the time the details on that application form have been registered into the Federal Rewards Club database.
- 1.2 A Federal Rewards Club Card displaying the applicant's name and membership number will be issued to the applicant upon registration of the applicant's details into the Federal Rewards Club database.
- 1.3 Membership of the Federal Rewards Club is only available to individuals aged 18 years or over who are not excluded from the casinos. The Federal Group Casinos reserve the right to require proof of age of the applicant prior to the applicant being considered for membership.
- 1.4 Membership is granted and maintained at the sole and absolute discretion of the Federal Group Casinos.
- 1.5 An applicant who is currently employed by or contracted by the Federal Group Casinos is not permitted to join the Federal Rewards Club or participate in any promotion.
- 1.6 Federal Rewards Club may at any time require a Member to produce valid Photographic Identification for the purposes of confirming the member's identity.
- 1.7 The Member undertakes to notify Wrest Point or Country Club Tasmania of any change of name or other personal details as soon as possible after such change, by identifying themselves in person at Wrest Point or Country Club Tasmania and presenting at least one item of supporting Photographic Identification.
- 1.8 The Federal Group Casinos have sole and absolute discretion to limit the Member's participation in any rewards, benefits and/or promotions at the time of joining or at any subsequent time.

## 2. Membership Cards

- 2.1 A person is only entitled to one membership number, and is permitted only one valid card displaying that number.
- 2.2 It is the sole responsibility of the Member to safeguard their Federal Rewards Club Card and take precautions against the loss, or any unauthorised use, of their card. The Member must sign their Federal Rewards Club Card upon receipt.
- 2.3 A Federal Rewards Club Card issued to the Member may only be used by that Member. The Member must not give their Federal Rewards Club Card to another person or Member for any purpose whatsoever.
- 2.4 The Member must sign their Federal Rewards Club Card upon receipt and will be issued with a card PIN which can be personalised. A PIN may be required to be entered to authenticate transactions, including but not limited to, accessing Member information, redeeming Federal Rewards Club Loyalty Points and redeeming or expending Customer Funds.

## 3. Federal Rewards Club Loyalty Points

- 3.1 Federal Rewards Club Loyalty Points are awarded to Members for gaming in Country Club Tasmania and Wrest Point, and for other activities as the Federal Group Casinos may from time to time offer.
- 3.2 The Member is not permitted to accrue Federal Rewards Club Loyalty Points or other benefits or rewards as a result of spend by a person other than the Member named on the face of the Federal Rewards Club Card.
- 3.3 The basis, if any, upon which a Member may be permitted to accumulate Federal Rewards Club Loyalty Points or particular

categories of Loyalty Points (including, without limitation, Gaming Machine, Taskeno and Table Games Loyalty Points) (including any formulae for accruing points) shall be determined by the Federal Group Casinos at their sole and absolute discretion and may change from time to time.

- 3.4 Federal Rewards Club Loyalty Points are not transferable and cannot be used by any person other than the Member who accumulated those points.
- 3.5 It is the Member's responsibility to ensure that their Federal Rewards Club Card has been:
  - (a) properly inserted into and accepted by the card reader on a Gaming Machine and that Federal Rewards Club Loyalty Points are being accrued while playing the Gaming Machine;
  - (b) handed to the attendant prior to purchasing a Taskeno Ticket; or
  - (b) handed to a dealer prior to commencing any play on a Table Game that accepts Federal Rewards Club Cards for the earning of Loyalty Points; or
  - (c) handed to the attendant prior to paying for applicable accommodation, food or beverage at participating outlets, as selected by the Federal Group Casinos.
- 3.6 A Federal Rewards Club Card that has been left unattended by the Member in a Gaming Machine or at a Gaming Table may forfeit all Federal Rewards Club Loyalty Points earned during that time.
- 3.7 A Member may be required to achieve a minimum spend for accommodation, food and beverage prior to Federal Reward Club Loyalty Points being earned.
- 3.8 A Member which fails to present their Federal Rewards Club Loyalty Card directly at the outlet prior to settling accommodation, food or beverage transactions will forfeit the Loyalty Points earned for that transaction.
- 3.9 Federal Reward Club Loyalty Points earned for accommodation, food and beverage is available to one Federal Rewards Club card per check, no bill splitting is permitted.
- 3.10 Federal Rewards Club Loyalty Points can not be earned for Conferences, Banqueting, Room Service, Room Charges, Special Events and Entertainment, or in conjunction with any other discount or offer.
- 3.11 Federal Rewards Club Loyalty Points can only be redeemed for alcohol where food is provided at a location outside of a gaming area.
- 3.12 The Federal Group Casinos shall not be liable in any way in relation to the unavailability of Federal Rewards Club Loyalty Points which fail to accumulate as a result of a technical malfunction, or by reason of operator fault, or by Member misrepresentation or any other reason outside of the control of the Federal Group Casinos.
- 3.13 The Federal Group Casinos reserve the right to adjust the Member's Federal Rewards Club Loyalty Points balance or alter any benefits or rewards where such Federal Rewards Club Loyalty Points, benefits or rewards have accumulated as the result of a technical malfunction, operator fault, Member misrepresentation or any other reason outside of the control of the Federal Group Casinos.
- 3.14 A Member's Federal Rewards Club Loyalty Point balance may not exceed \$1,000 at any one time.
- 3.15 Any notice issued by the Federal Group Casinos to the Member specifying the number of Federal Rewards Club Loyalty Points which have been deemed to accumulate by the Member shall be final and conclusive.

## 4 Benefits & Rewards

- 4.1 The Federal Group Casinos may allow a Member to redeem their Federal Rewards Club Loyalty Points or particular categories of Federal Rewards Club Loyalty Points for benefits and rewards which the Federal Group Casinos, in its sole and absolute discretion, chooses to make available.
- 4.2 The terms and conditions upon which Federal Rewards Club Loyalty Points or particular categories of Federal Rewards Club Loyalty Points may be redeemed for benefits or rewards, including the number or category of Federal Rewards Club Loyalty Points (if any) required to be redeemed for any particular benefit or reward, shall be determined by the Federal Group Casinos at their sole and absolute discretion, and may be amended or changed by the Federal Group Casinos without notice.
- 4.3 In order to exchange Federal Rewards Club Loyalty Points for any benefit or reward which the Federal Group Casinos have made available and for which the Member has accumulated the required Federal Rewards Club Loyalty Points and met all applicable terms and conditions, the Member must present to the Federal Group Casinos the Member's current valid Federal Rewards Club Card and do such other things as required by the Federal Group Casinos including, but not limited to, confirmation of Member PIN, signature and date of birth verification checks, and/or the presentation of at least one item of Photographic Identification.
- 4.4 A Member's Federal Rewards Club Loyalty Points may not be combined with another Member's Federal Rewards Club Loyalty Points to redeem benefits or rewards.
- 4.5 Benefits and rewards which the Federal Group Casinos have made available to a Member are not transferable and cannot be used by any person other than the Member who has accumulated those benefits and rewards (except where approved by the Federal Group Casinos at their sole discretion).
- 4.6 The Federal Group Casinos may at any time and without prior notice change the benefits and rewards which may be made available to Federal Rewards Club Members. The Federal Group Casinos shall have no obligation to provide any particular reward or benefit nor give a reason for the change.
- 4.7 The Federal Group Casinos shall not be liable in any way to the Member in relation to the availability or withdrawal of a particular benefit or reward which may have been previously displayed or promoted as being available for the exchange of Federal Rewards Club Loyalty Points.
- 4.8 The Federal Group Casinos shall not be liable in any way for benefits and rewards which are unavailable as a result of a technical malfunction or by reason of operator fault, Member misrepresentation or any other reason outside of the control of the Federal Group Casinos.
- 4.9 The Federal Group Casinos reserve the right to restrict the quantity of a particular benefit or reward that a Member may exchange for Federal Rewards Club Loyalty Points.
- 4.10 Federal Rewards Club benefits and rewards cannot be used in conjunction with other discount programs, offers or special events at Federal Group Casinos, unless specified in the terms and conditions of a particular discount program, offer or special event.
- 4.11 Failure by the Member to claim a Member redeemed benefit or reward after a 7 day period may result in expiry of entitlement. Failure by the Member to claim any other prize, benefit or rewards awaiting collection or redemption after a 30 day period may result in expiry of entitlement.

## 5 Player Activity Statements

- 5.1 In accordance with the Tasmanian Liquor and Gaming Commission's Casino Licence Rules, Members are required to view their Player Activity Statement for gambling and non-gambling activities at least once a year.

## 6 Lost or Stolen Cards

- 6.1 In the event that the Member's Federal Rewards Club Card is lost or stolen the Member must immediately report the loss or theft to Wrest Point or Country Club Tasmania.
- 6.2 At least one item of Photographic Identification must be presented by the Member in order to obtain a replacement card.
- 6.3 Where a Federal Rewards Club Card is lost or stolen, Federal Group Casinos shall not be liable for any unauthorised use of the Card including, but not limited to, loss of Customer Funds stored on the Card, exchange of Federal Rewards Club Loyalty Points, loss of player ratings or loss of any other benefits or rewards.

## 7 Cash Back

- 7.1 The Federal Group Casinos may make Cash Back available to a Member. Cash Back is only available to a Member who presents valid Federal Rewards Club Card and valid Photographic Identification.
- 7.2 Members must have a Federal Rewards Club Loyalty Point balance of 500 prior to redeeming Cash Back.
- 7.3 The Federal Group Casinos will not be responsible or liable for:
  - (a) the unauthorised removal of Loyalty Points from a Member's Federal Rewards Club Card where that Member's Federal Rewards Club Card has been presented to the Federal Group.
- 7.4 The Federal Group Casinos may at their absolute discretion limit the availability of Cash Back, by Member, by day or/and by transaction.
- 7.5 The Federal Group Casinos at their discretion may at any time cease the availability of Cash Back.

## 8 Suspension/Termination of Membership

- 8.1 If any of the following occur:
  - (a) failure by a Member to strictly comply with the Rules whether intentional or otherwise; or
  - (b) failure by the Member to comply with the terms and conditions associated with any promotional activity related to Federal Rewards Club; or
  - (c) conduct by any Member which the Federal Group Casinos at their sole and absolute discretion considers to be dishonest, offensive, disruptive and/or intimidating to patrons or staff; or
  - (d) conduct by any Member which the Federal Group Casinos at their sole and absolute discretion consider as interfering with or misusing equipment or property; or
  - (e) the death of the Member; or
  - (f) the bankruptcy of the Member; or
  - (g) at any time the Member has been asked to leave the premises, has been excluded or barred from Wrest Point or Country Club Tasmania; or
  - (h) A Member is excluded from gambling at the Federal Group Casinos under the TGES scheme and therefore cannot participate in the Federal Rewards Club Loyalty Program; or
  - (i) the Member has had a cheque payable to the Federal Group Casinos returned by their financial institution; or
  - (j) the Member becomes an Employee; or