



EASTERN SUBURBS LEAGUES CLUB LTD (ABN 63 000 249 490)

Members' Signature Reward Program (Easts Group Rewards) – Terms & Conditions

1. GENERAL

- 1.1 These terms and conditions apply to the rewards scheme known as Berkeley Signature Rewards (or Berkeley Sports Club Members' Signature Rewards Program). Berkeley Signature Rewards has been established and is administered by Eastern Suburbs Leagues Club Group Ltd Limited ABN 63 000 249 490, (Club) and or any affiliated Easts Group Property.
- 1.2 These terms and conditions are separately for the benefit of, and separately enforceable by each of the Easts Group Clubs and any Easts Group Signature Rewards Partner.
- 1.3 References to:
 - a. "Club" means Eastern Suburbs Leagues Club Group Ltd ABN 63 000 249 490 or any of its affiliated properties or partners
 - b. "Berkeley Signature Rewards Partners" are those organisations associated with the operation of Berkeley Signature Rewards from time to time and with whom the Club has an arrangement concerning the entering of Points into Rewards Accounts operated and administered by the Club and the supply of Rewards upon a receipt from the Club of a valid redemption request from a member.
 - c. "eligible transaction" means a purchase of goods or services from the Club or a Berkeley Signature Rewards Partner made in accordance with these terms and conditions, as published by the Club from time to time. Online and telephone transactions are not eligible transactions.
 - d. "we", "our" and "us" are references to the Easts Group and all Berkeley Rewards Participating Venues and Partners, each and any of whom may separately enforce these terms and conditions.
 - e. "membership" means your membership of the Eastern Suburbs Leagues Club Group Ltd, and thus Berkeley Signature Rewards unless the context otherwise requires.
 - f. "member", "you" and "your" means a properly admitted member of the Club who has been issued a membership card of the Club and who elects to participate in Berkeley Signature Rewards Program.
 - g. "Player Activity Statement" means a player activity statement required to be provided under section 45(4) of the Gaming Machines Act 2001.
 - h. "Points" means points earned on an eligible transaction or on use of a gaming machine at the club's premises under these terms and conditions.
 - i. "Rewards" means benefits available to members according to their current Berkeley Rewards tier at the relevant time.
 - j. "Rewards Account" means a member's account operated and administered by the Club as a result of eligible transactions undertaken by the member.
- 1.4 A list of Berkeley Signature Rewards Partners will be published at such times as the Club considers appropriate in its absolute discretion and will be subject to change without any prior notice to members.
- 1.5 By participating in Berkeley Signature Rewards through the activation or use of your membership card, whether by accruing Points or by claiming any Rewards, you agree to be bound by these terms and conditions as amended from time to time and provide the consent specified in clause 7 relating to personal information.
- 1.6 The terms and conditions governing Berkeley Signature Rewards may be amended by the Club from time to time in its absolute discretion. The basis on which a member may accrue Points and Redeem Points under these terms and conditions is determined solely by the Club in its absolute discretion. Members can access the current terms and conditions at the Club's reception desk and on the Club's website www.eastsgroup.com.au

- 1.7 A copy of the terms and conditions are available from the participating Club's Reception upon request.
- 1.8 Your membership provides you with the opportunity to accrue Points for the redemption of Rewards from the Club. The number of Points earned by the member within a twelve-month period (or such other period as we may specify from time to time) will determine your eligibility to access and redeem Rewards.
- 1.9 The Rewards offered by the Club to Berkeley Signature Rewards participants are only a courtesy extended to members who choose to participate in the program and are offered at the sole discretion of the Club and are a right or an automatic entitlement (legal or otherwise) of membership of the Club.
- 1.10 A Signature Rewards Account can only be activated and used after:
 - a. a person's application for membership has been accepted by the Board of Directors of the Club; and
 - b. the member has completed written or verbal consent to have the Club activate a Signature Rewards Account, and;
 - c. the Club has actually activated the Signature Rewards Account.
- 1.11 Activation of a Signature Rewards Account includes swiping or inserting the members' membership card in a gaming machine on Club premises, or, by presenting it for swiping at a point of sale before completion of an eligible transaction.
- 1.12 You are not eligible to accrue Points or Rewards unless you activate your Signature Rewards Account and the Club actually activates the account.
- 1.13 Your membership and any accrued Points or Rewards are not transferable.
- 1.14 The accrual of Points or the redemption of Rewards is not available in conjunction with any other discount, promotion or program offered by the Club or any contractor or supplier to the Club unless stated otherwise.
- 1.15 The Club reserves the right to decide any matter or settle any dispute arising directly or indirectly out of or in connection to Berkeley Signature Rewards Program and the Club's decision on any such matter or dispute will be final and binding and the member will have no right of appeal and no correspondence will be entered in to.
- 1.16 Members participating in Berkeley Signature Rewards Program will be entitled to receive (upon request) a monthly Player Activity Statement if during the monthly period covered by the Player Activity Statement you have inserted your membership card into the membership card terminal of a gaming machine while playing a gaming machine.
- 1.17 Subject to any applicable law which cannot be excluded, the club accepts no liability for any loss, damage or injuries suffered or sustained (including but not limited to direct or consequential loss or losses arising from our negligence) by a member arising directly or indirectly out of or in connection to Berkeley Signature Rewards and the member releases and discharges the club, its directors, employees and agents from any liability for any such loss, damage or injury. If the club is liable to the member in any way, the club's liability will be limited to allocating to the member's rewards account the number of points that the club consider is appropriate in connection with the member's relevant claim.
- 1.18 Unless otherwise stated, the member is solely responsible for any taxes, GST, duties, levies, fees or other charges levied or imposed arising from, as a result of or in connection to with, the member's participation in Berkeley Signature Rewards, the accumulation of Points or the redemption of Rewards.
- 1.19 Any material published by the Club relating to these terms and conditions, including material relating to the rate of accrual of Points, redemption of Points for any Rewards and the number of Points required to be earned and maintained for any tier of membership of the Berkeley Rewards, will form part of the terms and conditions of Berkeley Signature Rewards and all such material and terms and conditions, shall be subject to change from time to time.
- 1.20 If part or all of any clause of these terms and conditions is 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 these terms and conditions and the remaining provisions of these terms and conditions will continue to have full force and effect.
- 1.21 These terms and conditions are governed by and are to be construed in accordance with the laws applicable in New South Wales. Both we and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts which have jurisdiction to hear appeals from any of those courts and waive any right to object to any proceedings being brought in those courts.
- 1.22 The meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation.
- 1.23 A provision of these terms and conditions must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of these terms and conditions or the inclusion of the provision in these terms and conditions.
- 1.24 A single or partial exercise or waiver by a party of a right relating to these terms and conditions does not prevent any other exercise of that right or the exercise of any other right. A party is not liable for any liability, loss, damage, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

2. MEMBERSHIP

- 2.1 Life Members and financial Ordinary Members (except Junior Sporting members) of the Club, and such other classes of members of the Club as may be determined by the Club's Board of Directors from time to time, are eligible for membership of Berkeley Signature Rewards,
- 2.2 Membership of Berkeley Signature Rewards is a privilege of membership of the Club in the classes outlined above. It is a requirement of membership of Berkeley Signature Rewards that you remain a financial member of the Club (in the classes of membership outlined above) at all times.
- 2.3 As your participation in Berkeley Signature Rewards is a privilege of membership, your participation in Berkeley Signature Rewards will be immediately suspended without notice to you if your membership is suspended for any reason (for the period of such suspension).
- 2.4 Your participation in Berkeley Signature Rewards will be immediately suspended without notice to you if you have entered into a self-exclusion scheme with us under the Gaming Machines Act 2001 and the Gaming Machines Regulation 2010 (or any modification or replacement of such legislation). Your participation in Berkeley Signature Rewards will be suspended until such time as you are no longer subject to the self-exclusion scheme.
- 2.5 A member has the right to opt out of the Berkeley Signature Rewards program at any time, by notifying the Group Chief Executive Officer in writing.
- 2.6 A member of Berkeley Signature Rewards must promptly notify the Club in writing of any change in the members details including (without limitation) any change in the member's address or contact details.
- 2.7 It is the sole responsibility of a member to secure their membership card and to notify the Club in writing immediately if the member is of the opinion that the membership card is lost, stolen, damaged or has been misused in any way. Upon notification, the Club will cancel the membership card.
- 2.8 The Club will not be liable for any unauthorised use of a membership card including without limitation unauthorised redemption of a members Points for Rewards.

3. TIERS OF MEMBERSHIP

- 3.1 There are 4 tiers of membership being: Bronze, Silver, Gold and Platinum
- 3.2 Subject to clause 3.4(c), to be eligible for Bronze, Silver, Gold and Platinum membership a member must earn and maintain the number of Points set out in the table below within the last twelve-month period (or such other period as the Club may specify at its absolute discretion from time to time). Bonus points earned as a tier benefit and Promotional points won during promotional periods do not add to the earned points required for tier level entry

Tier	Bronze	Silver	Gold	Platinum
Minimum Points Required	0	1,500	30,000	75,000

- 3.3 All eligible members are automatically granted the introductory level of Bronze.
- 3.4 The Club may, from time to time amend the above table at its absolute discretion, and without limitation, may:
 - a. create, amend or remove tiers of membership and the method and rates of point accrual and rewards offered to any tier of membership;
 - b. set and amend the number of points required to be earned and maintained within any period for eligibility to any tier of membership;
 - c. move a member into another tier of membership regardless of the amount of points accrued by the member.
- 3.5 The Club will notify members of any material change by making updated terms and conditions or other notifications available on the Club's website or where it is considered appropriate, by directly notifying members of the changes.
- 3.6 Subject to any amendments the Club may make, the table below sets out the benefits that each tier of membership may be entitled to from time to time:



SIGNATURE REWARDS PROGRAM

BENEFITS	BRONZE	SILVER	GOLD	PLATINUM
Food and Beverage Discounts	10%	10%	10%	10%
Access to Members promotions	✓	✓	✓	✓
Monthly Loyalty Bonus*	✓	✓	✓	✓
Birthday Vouchers	\$25	\$30	\$50	\$100
Redeem points for Eftpos, Coles Myer, Club Vouchers	✓	✓	✓	✓
Complimentary coffee/soft drink		✓	✓	✓
Weekly complimentary raffle tickets		\$5	\$20	\$30
Weekly Food & Beverage Voucher			\$10	\$20
Annual Christmas Gift			✓	✓
VIP Paging			✓	✓
Access to Exclusive Members promotions			✓	✓

All benefits are inclusive of existing member benefits

*Calculated monthly based on point accrual

3.7 The Monthly Loyalty Bonus* mentioned above is calculated monthly based on point accrual. If a Member of any tier status reaches three thousand (3,000) points across a calendar month they will be awarded a bonus to the value of thirty dollars (this may be in the form of Food and Beverage points, bonus points or gift cards. Members can only qualify and receive this gift once per calendar month.

4. MEMBERSHIP CARDS

- 4.1 Each member is permitted one membership card at any time. Persons found to be utilising multiple or temporary membership cards, will have any points accrued on said cards deducted from their rewards account and face expulsion from the rewards program.
- 4.2 The membership card issued to a member remains at all times the property of the Club.
- 4.3 A member must sign their membership card upon receipt of it. Use of an unsigned membership card will be deemed invalid.
- 4.4 A membership card must only to be used by the member whose name is shown on the card and must not be given to any other person for the purpose of accruing points, redeeming rewards, entering into promotions or for any other purpose. If any person, other than the member whose name is endorsed on the membership card, uses the membership card to accrue points, the points accrued by that person will be invalid and be deducted by the Club from the member's points tally.
- 4.5 It is a member's sole responsibility to protect their membership card and to take precautions against its theft, loss, damage or misuse.
- 4.6 Members acknowledge that the Club does not accept any responsibility whatsoever and will not be held liable for the theft, loss, misuse of or fault in your membership card (including the failure of your membership card to accrue points) or for any activity transacted (including the redemption of points for rewards) on a stolen or lost membership card.
- 4.7 If a membership card is lost or stolen, the member must notify the Club immediately and will need to provide the Club with photo identification as required by the Club from time to time in order to obtain a replacement membership card.

5. POINTS AND REWARDS

- 5.1 Members will accrue Points as a result of certain eligible transactions at the standard rate unless otherwise stated. The standard rate of accrual of Points will be published by the Club, and will be subject to change from time to time at the absolute discretion of the Club.
- 5.2 It is a members responsibility to ensure that the membership card is:
 - a. inserted into, and accepted by, the membership card terminal (e.g. of a gaming machine); and
 - b. is working and accruing Points during the course of play of the gaming machine or at point-of-sale terminal etc. (as the case may be).
- 5.3 The Club is not liable for the failure of membership cards to accrue Points for any reason whatsoever (including but not limited to membership card terminal error, operator error or misrepresentation, our act or omission (including negligence), or membership card malfunction).
- 5.4 The Club reserves the right:
 - a. to adjust the number of Points you have accrued if the Points were accrued as a result of membership card terminal error, operator error or misrepresentation, our act or omission (including negligence), membership card malfunction or for any other reason, which in the opinion of the Club has resulted in the Points being invalidly accrued; and:
 - b. to change the rate and manner in which Points are accrued (including but not limited to the transactions that the Club classifies as eligible transactions and the standard rate of Point accrual) and set and change the number of Points to be redeemed for any Rewards.
- 5.5 A member may only redeem Rewards from Points validly accrued by the member and the Club may from time to time require proof of identification from a person who is seeking to redeem Points for a Reward.
- 5.6 Points earned by a member must be redeemed for Rewards by 31 October of each year (or such other period as we may specify from time to time). Any Points accrued but not redeemed for Rewards by that date (or such other date or period as the Club may specify from time to time) will be forfeited unless exempted as noted in the table contained in 3.5 above.
- 5.7 Points used by a member to redeem Rewards will be deducted from the members' Rewards Account balance when the member submits their request to redeem a Reward.
- 5.8 The Club will not be responsible for replacing any Points forfeited due to a lost, stolen, damaged or faulty membership card.
- 5.9 Rewards are redeemable on a first come first-served basis.
- 5.10 Rewards are not transferable, refundable or exchangeable for cash.
- 5.11 Members will not be permitted to deposit money on their membership card.
- 5.12 Rewards are subject to availability and the Club reserves the right to cancel, withdraw or substitute any Rewards at any time in its absolute discretion.
- 5.13 The Club does not accept liability for:
 - a. any lost or stolen Rewards or Reward vouchers after they have been issued to a person bearing a membership card;
 - b. any loss or damage arising from the Club's cancellation, withdrawal or substitution of any Rewards; or
 - c. the unavailability of any Rewards that the Club has previously displayed or promoted as being available for the redemption of Points.
- 5.14 We make no representation and give no warranty (either expressly or impliedly) as to the quality, standard, fitness or suitability for purpose of the Rewards offered.
- 5.15 There are restrictions in the Gaming Machines Act 2001 and Gaming Machines Regulation 2010 as to the maximum value of prizes that may be awarded under a player reward scheme (Gaming Machines Act 2001 – Section 45). Generally, the club is prohibited from providing a promotional prize exceeding \$1,000 in value, or paying cash, or exchanging any points including Berkeley Signature Rewards Points for cash.

6. PERSONAL IDENTIFICATION NUMBER (PIN)

- 6.1 The Club may request a member to select a personal identification number (PIN) in a form specified by the Club to be issued to the member for the purpose of protecting the information contained on the member's membership card from misuse, unauthorised access, modification or disclosure.
- 6.2 The Club reserves the right to restrict a member's ability to accrue Points or to redeem Rewards (as the case may be) by limiting eligibility of membership to Berkeley Signature Rewards to those members issued with PINs.
- 6.3 The member is solely responsible for ensuring that their PIN is kept confidential and that no other person has access to the membership card. The member is liable for any losses that might arise from, or in connection with, the members failure to comply with such responsibilities.
- 6.4 The Club shall not be liable for:
 - a. any unauthorised dealing with a member's Points or redemption of Rewards (as the case may be); or
 - b. any other loss, damage or injury to the member resulting from the disclosure of the members PIN (whether such disclosure was intentional or not and includes disclosure which was negligent) to another person by the Club, the member or any other person.
- 6.5 The Club reserves the right to require the member to select an alternative PIN. In such circumstances, the Club reserves the right to cease the accrual of Points on the membership card and to decline to accept the redemption of Points for Rewards using that membership card, until such time as the member has selected an alternative PIN.
- 6.6 The member will be entitled to select a PIN if the member presents to the Club at least one item of photo identification acceptable to the Club, in its absolute discretion, at the time the member wishes to select the PIN. In the event a member forgets their PIN or requests that their PIN be re-set, the member will also be required to present at least one item of photo identification acceptable to the Club, in its absolute discretion.
- 6.7 A member should not write their PIN on their membership card or keep a record of their PIN within any article in which the member carries their membership card or which is likely to be lost or stolen simultaneously with the membership card.

7. PRIVACY

- 7.1 The information the Club collects arising directly or indirectly out of or in connection with a member's membership shall become and remain the Club's property.
- 7.2 A member consents to the Club collecting and retaining a member's personal information (including information concerning a member's membership) for the purposes of:
 - a. carrying out the functions and activities that are necessary for the Club to meet the Club's obligations to a member under these terms and conditions.
 - b. disclosing a member's personal information to third parties who are engaged by the Club to assist in meeting the Club's obligations to a member under these terms and conditions.
 - c. marketing the Club's goods and services to a member;
 - d. disclosing a member's personal information to selected third parties to allow them to market their goods and services to the member unless the member informs the Club otherwise; and
 - e. meeting legal requirements or fulfilling any purpose authorised by or under law.
- 7.3 We may disclose your personal information in accordance with the Club's privacy policy (which is available on request) and also to third parties who are engaged by us to assist in meeting our obligations to you, and exercising our rights, under these terms and conditions or in connection with your membership.
- 7.4 The Club will, at a member's request, provide the member with access to the member's personal information held by the Club if (in the Club's opinion) it is reasonable to do so or as required by law.
- 7.5 It is the member's responsibility to ensure that the member's personal information held by the Club is accurate, complete and up to date. Where reasonable, a member will be granted access to a member's personal information for the purposes of establishing that the information is accurate, complete and up to date.
- 7.6 Due to legal restrictions on gaming-related advertisements, a notice informing members of gaming-related matters in connection with Berkeley Signature Rewards may only be displayed in certain areas within Club's premises (such as the members notice board) or sent to those members who have consented in writing to receive gaming advertising. If you do not so consent, then we will be unable to send you any relevant notice about such matters in connection with Berkeley Signature Rewards.

8. TERMINATION OR SUSPENSION OF THE BERKELEY SIGNATURE REWARDS PROGRAM

- 8.1 A member may terminate their membership at any time by giving written notice to the Club or by returning their membership card to the Club, at which time, all Points and associated Rewards (whether they be Points and Rewards having accrued or not) will be permanently cancelled.
- 8.2 The Club may terminate or suspend a member's membership in Berkeley Signature Rewards (at the Club's absolute discretion) if the Club believes (in the Club's absolute discretion) that the following has occurred:
- the member has failed to strictly comply with these terms and conditions;
 - the member has ceased to be a financial member of the Club or the member's membership has expired, or is cancelled or the member is suspended or expelled from membership;
 - the member has engaged in conduct which is deemed to be offensive, dishonest, disruptive, intimidating, unbecoming or prejudicial to the Club's interests;
 - the member has, or the Club has reason to believe that the member has interfered with or misused any equipment or property of the Club;
 - the member dies or becomes bankrupt; or the member becomes the Club's employee, agent or contractor.
- 8.3 In the event the Club terminates a member's membership of Berkeley Signature Rewards;
- all of the member's Points and associated Rewards (whether they be Points and Rewards having accrued or not) will automatically be cancelled (and for the purpose of clarity will not be redeemable) from the time the Club terminates the member's membership; and
 - the member must immediately return the member's membership card to the Club.
- 8.4 The Club may suspend or terminate the operation of Berkeley Signature Rewards at any time and without prior notice and at its absolute discretion. The Club gives no warranty as to the continuing availability of Berkeley Signature Rewards.
- 8.5 If the operation of Berkeley Signature Rewards is terminated, we will give you notice and you will have 30 days from the date of that notice to redeem your accrued Points and any Rewards to which you may be entitled (unless this becomes prohibited by law). All accrued Points and Rewards which are not redeemed within that period will be forfeited.
- 8.6 If the operation of Berkeley Signature Rewards is suspended we will give you notice, and you will not be eligible to accrue any Points from the date that notice is given to you. You will have 30 days from the date of that notice to redeem your accrued Points and any Rewards to which you may be entitled (unless this becomes prohibited by law). All accrued Points and Rewards which are not redeemed within that period will be frozen and may be redeemed by you only once we give you notice that the operation of Berkeley Signature Rewards has been resumed by us.

9. NOTICES

- 9.1 We may give you any notice relating to Berkeley Signature Rewards by:
- publication of the notice on the Club's website;
 - sending you the notice by pre-paid mail or email to your contact details as shown in the Club's member register;
 - handing the notice to you personally; or
 - placing the notice on the members' notice board at the Club's premises.
- 9.2 You may give us a notice by:
- sending it to the Club by pre-paid post;
 - by handing it to us at the Club's reception; or
 - by emailing it to us at info@eastsgroup.com.au