

## **Terms and Conditions**

### **Club Card Rewards Customer Rules – 1<sup>st</sup> August 2017**

#### **1. Rules**

- 1.1 These Rules apply to your membership in the Program operated at Pakenham Racing Club (PRC) and Affiliate Venues.
- 1.2 By signing the membership application, becoming a member of the Program, using your Card or using any of the benefits arising from the Program you will be taken as having been bound by these Rules, and will be taken to have given the privacy consents referred to in these Rules.
- 1.3 You acknowledge that you have read and understood these Rules. It is your responsibility to ensure that you are up to date with these Rules.

#### **2. Changes to the Program and Rules**

- 2.1 Pakenham Racing Club (PRC) and Affiliate Venues reserves the right to, at any time and without prior notice to you, change the Program and the policies and procedures concerning the manner in which Points and Rewards can be earned and redeemed.
- 2.2 Pakenham Racing Club (PRC) and Affiliate Venues may also, at any time and after 14 days' notice by public notice displayed at the Venue, change these Rules.
- 2.3 A copy of the current Rules may be obtained from the Venue or at the Website. You acknowledge that if there is any inconsistency between the Rules obtained from these sources, the Rules on the Website will take priority.
- 2.4 Changes will only be made to the Rules pursuant to this section if they are reasonably necessary to protect the legitimate interests of Pakenham Racing Club (PRC) and Affiliate Venues.
- 2.5 If a change is made to these Rules pursuant to this section and it will have a material detrimental effect on you, Pakenham Racing Club (PRC) and Affiliate Venues will notify you directly of that change (e.g. by mail, phone, email or SMS).

#### **3. Membership**

- 3.1 The program is provided and administered by Pakenham Racing Club (PRC) and Affiliate Venues.
- 3.2 You must be at least 18 years old and an Australian resident to join the Program. You may be asked at any time to produce valid identification acceptable to the Pakenham Racing Club (PRC) and Affiliate Venues to evidence your eligibility.
- 3.3 If you do not qualify or are unable to produce evidence acceptable to Pakenham Racing Club (PRC) and Affiliate Venues, Pakenham Racing Club (PRC) and Affiliate Venues will immediately reject your membership application or cancel your existing membership (if any) and any Points that you may have accrued will be immediately forfeited.
- 3.4 Excluded Persons are not eligible to participate in gaming loyalty, the membership of any person who is or becomes an Excluded Person will be automatically be excluded from applicable mailing list and will not receive gaming related promotions, offers or services.
- 3.5 You agree and acknowledge that it is your responsibility to inform the Venue Operator if you become an Excluded Person.
- 3.6 To apply for membership of the Program, you must complete and sign the Program membership application form. You acknowledge and agree that all information that you provide on your Program membership application form is true and correct.
- 3.7 Pakenham Racing Club (PRC) and Affiliate Venues have the right to refuse your application for membership in its sole and absolute discretion and without providing you with any reason.
- 3.8 Only one membership per person is permitted.
- 3.9 You agree that you will not attempt to obtain membership of the Program or transact using your membership whilst you are intoxicated and you understand that you are fully liable for your actions and all activity regarding your membership whilst you are intoxicated.
- 3.10 You must not allow a minor to use your Card and must not disclose any of your membership details including your security details (including your PIN) to any minor.

#### **4. Notices**

- 4.1 An electronic communication from Pakenham Racing Club (PRC) and Affiliate Venues will satisfy any requirement for a written communication including for a written notice under these Rules unless otherwise stated.
- 4.2 Any electronic communication sent to you by Pakenham Racing Club (PRC) and Affiliate Venues will be taken to be received by you on the next business day after it was sent, provided Pakenham Racing Club (PRC) and Affiliate Venues has sent it to the most current email address provided by you. An electronic communication that you send to Pakenham Racing Club (PRC) and Affiliate Venues will be taken to be received by Pakenham Racing Club (PRC) and Affiliate Venues on the next business day after you send it, provided you send it to the most current email address provided by Pakenham Racing Club (PRC) and Affiliate Venues.
- 4.3 It is your responsibility to ensure that your contact details, including your email address is current at all times. Pakenham Racing Club (PRC) and Affiliate Venues takes no responsibility for delays or non-receipt of information due to your failure to keep your contact information up to date.
- 4.4 You will notify Pakenham Racing Club (PRC) and Affiliate Venues in writing of any change of email address and postal address as soon as possible. Pakenham Racing Club (PRC) and Affiliate Venues may require any reasonable written proof necessary to verify the change.

#### **5. Cards**

- 5.1 Only one Card per person.
- 5.2 Pakenham Racing Club (PRC) and Affiliate Venues reserves the right at any time to require a person using a Card to provide valid identification to verify that that person is entitled to use that Card.
- 5.3 In the event of a lost card, you will be charged for a replacement card accordingly. This card is the sole responsibility of the member.

#### **6. PIN**

- 6.1 You must use your Card (and may be required to enter a PIN) in order to be able to access your Program membership via a Kiosk.
- 6.2 You must not disclose your password to any other person for any purpose whatsoever.
- 6.3 Pakenham Racing Club (PRC) and Affiliate Venues will not be liable for any unauthorised use, redemption of Points or any other entitlement as a result of your Card being lost or stolen or if a password becomes known to another person.

#### **7. Points**

- 7.1 You will earn Points for gaming turnover in a Gaming Machine located at Pakenham Racing Club (PRC) Affiliate Venues in which your Card is inserted at the time of the spend
- 7.2 You will earn points from non-gaming turnover so long as the card is presented and swiped at point of purchase (where applicable)
- 7.3 You may earn points for visitation via the Kiosk at the discretion of Pakenham Racing Club (PRC) and Affiliate Venues.
- 7.4 Points will only be credited to your Card in respect of accumulated whole dollar bets placed on Gaming Machines.
- 7.5 It is your responsibility to ensure that Points are actually registered when you use your Card at the Kiosk or a Gaming Machine.
- 7.6 If you become aware that the Kiosk is not working, you should inform Venue staff.
- 7.7 Your membership is personal to you. Your membership and benefits associated with being a member of the Program (including Points) are not transferable to anyone else, even in the event of your death. Points are not exchangeable for cash.
- 7.8 Unless as otherwise determined by Pakenham Racing Club (PRC) and Affiliate Venues acting in its sole and absolute discretion and subject to change without prior notice to you, save that such changes will not be made retrospectively, the basis and the rate upon which you may earn Points is one (1) point per \$10.00 of turnover on Gaming Machines and one (1) point per \$1.00 spent on food and beverages at the Venue.
- 7.9 Pakenham Racing Club (PRC) and Affiliate Venues may at any point in time and at their own discretion adjust the point ratio and value

- 7.10 Pakenham Racing Club (PRC) and Affiliate Venues may, in its sole and absolute discretion, from time to time introduce additional means of earning Points, including vouchers and other special offers, in all cases subject to such terms and conditions as determined by Pakenham Racing Club (PRC) and Affiliate Venues.
- 7.11 Pakenham Racing Club (PRC) and Affiliate Venues reserves the right to adjust the number of Points that you have accumulated where any such Points have been accumulated as a result of any malfunction, Pakenham Racing Club (PRC) and Affiliate Venues fault or mistake, misrepresentation, where there has been misuse or Pakenham Racing Club (PRC) and Affiliate Venues reasonably suspects that there has been misuse of your Card or as a result of any impropriety.
- 7.12 Unless otherwise specified by Pakenham Racing Club (PRC) and Affiliate Venues, Points will automatically expire on their 12-month anniversary.
- 7.13 Any notice issued by Pakenham Racing Club (PRC) and Affiliate Venues (whether via the Kiosk, Gaming Machine in the Venue, Activity Statement or otherwise) regarding the number of Points accrued to you will be final and conclusive.

## **8. Rewards**

- 8.1 Points that you have accrued can be exchanged for available Rewards offered by Pakenham Racing Club (PRC) and Affiliate Venues
- 8.2 If you do not have enough Points to obtain a particular Reward, you will not be able to claim that item. Additional Points cannot be purchased.
- 8.3 Subject to paragraph 8.6, Pakenham Racing Club (PRC) and Affiliate Venues will determine the number of Points required to redeem for any Reward and may change the number of Points required to redeem for any Reward at any time without notice to you.
- 8.4 Rewards are subject to change and availability and may be subject to certain conditions. Pakenham Racing Club (PRC) and Affiliate Venues reserves the right, in its sole and absolute discretion, to accept or reject upon reasonable grounds any request to receive a Reward without providing any reason to you.
- 8.5 Subject to consumer guarantees set out in Division I of Part 3.2 of Schedule 2 of the Australian Consumer Law and except to the extent otherwise required by law:
- (a) Rewards cannot be returned or exchanged, nor refunded for Points; and
  - (b) Pakenham Racing Club (PRC) and Affiliate Venues does not make any warranties or representations to you in connection with any Rewards and expressly disclaims all liabilities (including for consequential and indirect loss) with respect to type, quality and standards of Rewards and your use of the Rewards.
- 8.6 Notwithstanding paragraphs 8.3 and 8.5, if Pakenham Racing Club (PRC) and Affiliate Venues 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 Pakenham Racing Club (PRC) and Affiliate Venues will honor that Representation.
- 8.7 Rewards will not comprise any gaming products or services and Points cannot be used as credit on Gaming Machines.

## **9. Promotions**

- 9.1 From time to time, you may be invited to participate in Promotions. Participation in these Promotions may be subject to certain terms and conditions. Terms and conditions applicable to a Promotion will prevail over these Rules to the extent of any inconsistency between them.
- 9.2 Subject to consumer guarantees set out in Division I of Part 3-2 of Schedule 2 of the Australian Consumer Law and to the extent otherwise permitted by law, makes no warranties or representations to you in connection with any Promotions (or any Prizes awarded under any Promotions) and expressly disclaims all liabilities (including for consequential and indirect loss) with respect to type, quality and standard of those Promotions and Prizes.
- 9.3 Notwithstanding paragraph 9.2, if Pakenham Racing Club (PRC) and Affiliate Venues, makes a Representation to you that a Prize will be awarded for a Promotion, Pakenham Racing Club (PRC) and Affiliate Venues, will honor that Representation.

## **10. Third Party Offers**

- 10.1 Your membership to in the Program may from time to time give you an opportunity to access Third Party Offers.
- 10.2 Notwithstanding that you may access Third Party Offers via your membership to the Program, you acknowledge and agree that Third Party Offers are not offered or provided by the Pakenham Racing Club (PRC) and Affiliate Venues and that, subject to the Australian Consumer Law and to the extent otherwise permitted by law, Pakenham Racing Club (PRC) and Affiliate Venues has no liability whatsoever to you in relation to Third Party Offers, even if branding for the Program is used in connection with Third Party Offers and even though you may access Third Party Offers, via the Kiosk, the Website and/or via other materials provided to you by Pakenham Racing Club (PRC) and Affiliate Venues.
- 10.3 You acknowledge that Third Party Offers may be subject to terms and conditions of the third-party supplier and may be withdrawn at any time.
- 10.4 Third Party Offers may require a payment of a fee to the third-party provider of the relevant Third Party Offer and this may require entry of your credit card details into the Kiosk for this purpose. If you choose to take up the Third Party Offer you acknowledge you enter your credit card details in the Kiosk at your own risk.

## **11. Player Activity Statements**

- 11.1 By joining the Program and marking your membership application form accordingly, you agree to receive Player Activity Statements. This clause 11.1 only applies where you have agreed to receive Player Activity Statements.
- 11.2 At least once a year, you will receive a Player Activity Statement by email unless you have elected (on your membership application form or have notified Pakenham Racing Club (PRC) Affiliate Venues by notice in writing) to collect your Player Activity Statement from Pakenham Racing Club (PRC) and Affiliate Venues as per requested.
- 11.3 If you have elected the Collection Option, you will within 7 (seven) days after your Player Activity Statement is prepared, be notified by email that your Player Activity Statement is available for collection from Pakenham Racing Club (PRC) Affiliate Venues (Collection Notice).
- 11.4 If you do not collect your Player Activity Statement within one (1) month of the date of the Collection Notice, your membership in the Program will be automatically suspended until you collect the Player Activity Statement or until your membership in the Program is terminated in accordance with clause 11.6 (whichever is the first to occur) (Suspension Event).
- 11.5 If you do not collect your Player Activity Statement within three (3) months of the date of the Collection Notice, your membership in the Program will automatically terminate and any Points you have accumulated will automatically be forfeited (Termination Event).
- 11.6 Pakenham Racing Club (PRC) and Affiliate Venues will notify you in writing if a Suspension Event or a Termination Event occurs.
- 11.7 Additional copies of your Player Activity Statement can be obtained from the Pakenham Racing Club (PRC) and Affiliate Venues on written request. Pakenham Racing Club (PRC) and Affiliate Venues may in its sole discretion charge a fee not exceeding \$10 for each additional Player Activity Statement.

## **12. Setting Voluntary Pre-Commitment Time Limits**

- 12.1 Your Play is a voluntary pre-commitment system and is operated by Intralot Gaming Services Pty Ltd (ABN 93 136 875 673) in its capacity as the holder of the Monitoring Licence and pursuant to a Ministerial direction made under section 3.8A.2 of the Act (Yourplay).
- 12.2 With Your Play, you can set time limits and net loss limits and track your gaming machine play online or in venue.
- 12.3 If you wish to register for YourPlay, you are able to obtain a Card from the Pakenham Racing Club (PRC) and Affiliate Venues or if you already have a Card, have your Card encoded to include your YourPlay account details, provided that you have appropriate identification.
- 12.4 If you have registered for YourPlay you agree to abide by the relevant YourPlay terms and conditions, from time to time. The YourPlay terms and conditions may limit the Points you can receive under the Program, in certain circumstances.

### **13. Termination by you**

- 13.1 You may terminate your membership of the Program at any time by giving Pakenham Racing Club (PRC) and Affiliate Venues notice in writing (Opt-Out Notice).
- 13.2 On receipt of an Opt-Out Notice, the Venue Operator will immediately cancel your membership of the program and any Points which you have not redeemed at the time of cancellation will be immediately forfeited.

### **14. Termination and suspension of membership**

- 14.1 Pakenham Racing Club (PRC) and Affiliate Venues may suspend your membership in the Program to investigate your membership of the program and the use of your Card if Pakenham Racing Club (PRC) and Affiliate Venues becomes aware or reasonably believes that your membership has errors, has been misused, has been subject to unauthorised use, that you may not be gambling responsibly and/or is directed by a government authority to do so. Pakenham Racing Club (PRC) and Affiliate Venues will notify you in writing of such suspension.
- 14.2 Pakenham Racing Club (PRC) and Affiliate Venues may at its sole discretion immediately terminate your membership of the Program if it determines, acting reasonably that:
- (a) You are in breach of the Rules or any procedures, policies or rules imposed by Pakenham Racing Club (PRC) and Affiliate Venues;
  - (b) You are or become an Excluded Person;
  - (c) Based on statements made by you, that you may not be gambling responsibly;
  - (d) You do not comply with the terms and conditions relating to any Third Party Offer;
  - (e) You misuse your Card or have used the Card of another person; and/or
  - (f) You behave in a manner which Pakenham Racing Club (PRC) and Affiliate Venues (in its sole discretion) considers to be dishonest, offensive, disruptive, intimidating, illegal and/or improper.
- 14.3 If your membership to the program is cancelled pursuant to paragraph 14.2:
- (a) Pakenham Racing Club (PRC) and Affiliate Venues will notify you of the cancellation in writing;
  - (b) any Points you have accumulated will automatically be forfeited (unless Pakenham Racing Club (PRC) and Affiliate Venues determines otherwise);
  - (c) you will not be eligible to receive any benefits offered under the Program; and
- 14.4 In case of death or similar, your membership will be automatically cancelled and your existing Points balance will be forfeited.

### **15. Termination of the Program**

- 15.1 Pakenham Racing Club (PRC) and Affiliate Venues reserves the right to, at any time and from time to time, cancel the program in whole or in part or suspend it for any period for any reason after giving 30 days' notice on the Website or on the Kiosk.
- 15.2 You acknowledge and agree that Pakenham Racing Club (PRC) and Affiliate Venues makes no representation or warranty that the Program will continue to be available for any period of time.
- 15.3 If Pakenham Racing Club (PRC) and Affiliate Venues cancels the Program pursuant to this clause 15, you will have 30 days from the date of Pakenham Racing Club (PRC) and Affiliate Venues notice to redeem all Points. Points not redeemed after this time will be forfeited.

### **16. Consequences of Suspension or Termination**

- 16.1 If your membership in the Program is terminated for any reason;
- (a) all benefits associated with the program whether they have accrued or not will lapse; and
  - (b) notwithstanding any other provisions in these Rules, you will not receive any marketing or promotional materials in relation to Gaming Machines and gaming products and services from the date your membership in the Program is cancelled.
- 16.2 If your membership in the program is terminated for any reason and you subsequently become eligible to re-join the Program, you must complete a new membership application form.
- 16.3 Notwithstanding any other provisions in these Rules, if your membership in the Program is suspended for any reason you will not receive any marketing or promotional materials in relation to Gaming Machines, gaming products and gaming services during the period of suspension.
- 16.4 You agree that Pakenham Racing Club (PRC) and Affiliate Venues will not be liable for any loss or damage whatsoever which you or anyone else may suffer as a result of any termination or suspension of your membership in the Program.

## 17. Privacy

- 17.1 You agree that your Personal Information will be collected, used and disclosed in accordance with following documents (and to the extent of any inconsistency between them, in accordance with the order of precedence below): (a) these Rules; (b) the relevant privacy policy of Pakenham Racing Club (PRC) and Affiliate Venues (see [www.pakenhamracing.com.au](http://www.pakenhamracing.com.au) ).
- 17.2 If you send Pakenham Racing Club (PRC) and Affiliate Venues a written request, they will, to the extent that they are required to do so by law, provide you with access to or allow you to correct, your Personal Information. You may contact Pakenham Racing Club (PRC) and Affiliate Venues in Accordance with the details set out in the privacy policy referred to in paragraph 17.1 above regarding your Personal Information.
- 17.3 Subject to paragraph 17.6, you authorise Pakenham Racing Club (PRC) and Affiliate Venues, and their Associated Persons to collect, hold, use, transfer and disclose your Personal Information in connection with the following purposes:
- (a) administration of the Program; (b) the redemption of Points and the provision of Rewards;
  - (c) promoting, advertising and marketing of Promotions to you including by means of email, SMS, post, telephone calls or in-person presentation);
  - (d) promoting, advertising and marketing by third parties of Third Party Offers to you (by means of email, SMS, post, telephone calls or in-person presentation);
  - (e) promoting, advertising and marketing any of the products and services of Pakenham Racing Club (PRC) and Affiliate Venues (including gaming and gaming machine advertising and promotional material provided by means of email, SMS, post, telephone calls or in-person presentation);
  - (f) improving customer service by means of research, marketing, service or product development or planning;
  - (g) analysing your use of goods and services provided by Pakenham Racing Club (PRC) and Affiliate Venues and third parties;
  - (h) compliance by Pakenham Racing Club (PRC) and Affiliate Venues with any law; and
  - (i) compliance by Pakenham Racing Club (PRC) and Affiliate Venues with any lawful request of a law enforcement agency or government authority, (together, the Permitted Purposes).
- 17.4 Subject to paragraph 17.7, you authorise any person who provides services in relation to a Permitted Purpose to use and disclose to third parties your Personal Information to the extent they consider the use to be reasonably necessary for any of the Permitted Purposes.
- 17.5 If you marked the relevant box on the membership application form, you consent to receiving marketing material including gaming machine advertising in connection with Gaming Machines operated at Pakenham Racing Club (PRC) and Affiliate Venues.
- 17.6 You must notify Pakenham Racing Club (PRC) and Affiliate Venues if you do not wish to receive marketing materials or be contacted in relation to Promotions or Third Party Offers or do not want to be contacted using a particular method (e.g. phone, email or SMS) by marking the relevant box(es) on the membership application form (where applicable), or in writing to Pakenham Racing Club (PRC) Affiliate Venues.
- 17.7 If you receive any communication from the Pakenham Racing Club (PRC) and Affiliate Venues that you have asked not to receive under paragraph 17.6, you must immediately inform Pakenham Racing Club (PRC) and Affiliate Venues who will use reasonable endeavours to prevent such unauthorised communication re-occurring.

## 18. Information Access

- 18.1 You may access the information currently held by Pakenham Racing Club (PRC) and Affiliate Venues in relation to your existing or any prior membership of the Program. Pakenham Racing Club (PRC) and Affiliate Venues may in its sole discretion charge a fee not exceeding the prescribed amount for providing you with such access.
- 18.2 You must produce valid identification acceptable to Pakenham Racing Club (PRC) and Affiliate Venues to evidence your current or prior membership of the Program before Pakenham Racing Club (PRC) and Affiliate Venues will grant you access. Unless required by law, Pakenham Racing Club (PRC) and Affiliate Venues will not allow a third party to access any information that it holds in relation to your membership of the Program on your behalf.
- 18.3 You acknowledge and agree that Pakenham Racing Club (PRC) and Affiliate Venues may provide information about the Program (other than your Personal Information) to any person or body for research purposes if it is directed to do so by any government authority.

## 19. General

19.1 Subject to consumer guarantees set out in Division 1 of Part 3-2 of Schedule 2 of the Australian Consumer Law and to the extent otherwise permitted by law:

- (a) without limiting any other provision of these Rules, you agree to release and forever discharge Pakenham Racing Club (PRC) and Affiliate Venues and its Associated Persons from any Claim arising in connection with the Program, Promotions, Prizes, Points, Rewards and Third Party Offers, including (without limitation) any errors or admissions (including negligence) in representations, information, publications or advertisements directly or indirectly pertaining to the Program, Promotions, Prizes, Points, Rewards or Third Party Offers;
- (b) all express and implied warranties (whether statutory or otherwise) relating in any way to the subject matter of these Rules (including, without limitation, in connection with the operation of the Program, Promotions, Prizes, Points and Rewards and any goods or services obtained by you in respect of Third Party Offers) are excluded by Pakenham Racing Club (PRC) and Affiliate Venues;
- (c) Pakenham Racing Club (PRC) and Affiliate Venues has no liability for any Claim by or against you, directly or indirectly, in connection with your membership of the Program, Promotions entered into, Prizes won, Points received, Rewards redeemed or your use of Third Party Offers and you release and discharge, and continue to release and discharge, Pakenham Racing Club (PRC) and Affiliate Venues from any and all liability for any such Claim; and
- (d) Pakenham Racing Club (PRC) and Affiliate Venues will use reasonable endeavors to transmit notices and other relevant information to you whether via the Kiosk, the Website or by other means, but Pakenham Racing Club (PRC) and Affiliate Venues 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, Pakenham Racing Club (PRC) and Affiliate Venues will not be liable to you as a result of any inaccuracy contained in the Program, the Rules and any notices or information.

19.2 Decisions made by Pakenham Racing Club (PRC) and Affiliate Venues in relation to membership and/or the administration of the Program are final and no correspondence will be entered into.

19.3 Any tax assessment or other government charge or liability or reporting requirement in relation to your participation in the Program, Promotions, receipt of prize, and the receipt or redemption of Points or the receipt of any Rewards is your sole responsibility.

19.4 If any part of the Rules is at any time illegal, invalid or unenforceable then it will be viewed 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 Rules and the remainder of the Rules will continue to have full force and effect.

19.5 These Rules and the Program itself are governed by the laws of the state of Victoria.

## 20. Definitions

In these Rules:

**'Act'** means the Gambling Regulations Act 2003 (Vic) as amended from time to time

**'Associated Persons'** means the directors, employees (whether full-time, part-time or casual), Related bodies Corporate, agents, contractors, advisors and the Venue Operator, respectively, (as is applicable).

**'Australian Consumer Law'** has the meaning given that term in the Competition and Consumer Act 2010 (Cth).

**'Card'** means the card validly issued by the Venue Operator to you in relation to your membership of the Program at Pakenham Racing Club (PRC) and Affiliate Venues and upon which Points are recorded (and includes any temporary Card(s) issued to you).

**'Claim'** means any loss, cost, claim, liability, demand or damages:

**'Gaming Machine'** has the same meaning as in the Act:

**'Kiosk'** means kiosks situated at the Venue which accept the Card:

**'Permitted Purposes'** means the purposes specified in paragraph 18.3.

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

- (a) Details in relation to your patronage of the Venue;
- (b) Details in relation to Points that you have earned;
- (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 and any other information provided in your membership application form:

**'Player Activity Statement'** means an activity statement in accordance with the requirements under the Act that provides you with information about your membership of the Program and relating to occasions where you have used your Card while playing Gaming Machines:

**'Points'** means points awarded by the Venue Operator to you when you visit the Venue and Present your Card at a Kiosk, or earned during Gaming Machine play when your card is inserted in the Gaming Machine, or awarded to you when you purchase other goods and services at the Venue such as food and beverage.

**'Present'** means, in relation to a Card, to insert, swipe, touch or otherwise interface and exchange data between the Card and a Kiosk, a Gaming Machine or one of the Venue's point of sale locations.

**'Prize'** means a prize, consisting of money, goods, additional Points or some other benefit, awarded by the Venue Operator to you as:

(a) part of a Venue Promotion, in which case the prize awarded shall be at the Venue Operator's sole discretion.

**'Promotion'** means a Venue Promotion, as the context requires.

**'Related Body Corporate'** has the meaning given to it in the Corporations Act 2001 (Cth).

**'Representation'** means a clear, explicit statement that is made in writing.

**'Rewards'** means benefits, facilities, goods and services and arrangements (excluding gaming products and services) which may, from time to time, be offered or provided to you by the Venue Operator in exchange for Points that you earned at the Venue, in accordance with these Rules.

**'Rules'** means these rules (being the rules of the Program) and any amendments, additions or replacements made from time to time by the Venue Operator in its absolute and sole discretion.

**'Third Party Offers'** means offers of goods or services which may from time to time be offered or provided to you by third parties via the Website, the Kiosk and/or the Program promotional material, and which are not provided in exchange for Points and which may be free or provided in exchange for payment (and may include, without limitation, discount programs).

**'Venue Promotion'** means a promotion that is based on a game of skill with no element of chance developed by the Venue Operator for the purpose of enabling members to potentially be awarded Prizes by the Venue Operator.

**'You' or 'you'** means a person who is eligible for membership of the Program and who is accepted as a member of the Program at the Venue and whose membership has not been cancelled or terminated.

**'Website'** means the website at which these Rules can be found as notified by the venue Operator.

## 21. Venue Operator details

21.1 Each Venue participating in the Program and its applicable Venue Operator are listed below. This list is subject to amendment and will be published on the Website.

21.2 Pakenham Racing Club (PRC) - PO Box 141, Pakenham, VIC 3810 and

21.3 Affiliate Venues:

21.3..1 Cardinia Club

21.3..2 Club Officer

21.3..3 Racing.com Park