

## **MAXETAG MEMBERSHIP TERMS AND CONDITIONS**

These terms and conditions are entered into between you and the Participating Venue as a condition of your use of the maxetag program. The terms and conditions comprise the Terms of Membership and Use and the Participating Venue Privacy Policy and Privacy Statement all of which are set out below.

### **TERMS OF MEMBERSHIP AND USE**

#### **1. Membership**

1. You may apply to be a member of the maxetag program if you are a natural person aged 18 years or over and have a current Australian residential address. To become a member, you must complete a maxetag membership application form and submit this to the Participating Venue.
2. The maxetag program is a structured loyalty program operated under which a maxetag member may earn points on Qualifying Transactions and may participate in Venue Promotions in accordance with these terms and conditions<sup>1</sup>.
3. The Participating Venue may refuse your application for membership for any reason.
4. Membership is free, but the Participating Venue reserves the right to charge for replacement or additional maxetag TAG cards. In addition some Participating Venues may charge you for a maxetag TAG card or provide a card and membership to you as part of the Participating Venue's specific promotions and offers.

#### **2. Your obligations**

1. Using your maxetag TAG card or registering with maxetag in accordance with 1.1 above constitutes acceptance of these Terms and Conditions.
2. It is your responsibility to inform the Participating Venue if:
  - your personal details change (including, but not limited to, your address, email address or phone number). If the Participating Venue does not have your correct details, it may not be able to contact you about your account or send you offers or rewards, and it may also restrict operations on your account (such as redemption); or
  - your maxetag TAG card is lost or stolen so that the Participating Venue can protect your account from fraud or theft.
3. maxetag TAG cards are not credit or charge cards, are not transferable, and remain the property of the Participating Venue.
4. You may terminate your membership at any time and for any reason by contacting the Participating Venue.

#### **3. Earning points**

1. Points will be credited to your account by you producing and using your maxetag TAG card when purchasing goods or services at a participating maxetag venue (the "Participating Venue") as part of a Qualifying Transaction under the maxetag program.
2. You should contact the Participating Venue if you dispute the points or entitlements awarded to you for any Qualifying Transaction.
3. The rate at which points will be awarded to you as a function of your Turnover will be notified to you by the Participating Venue from time to time. The rate that will be notified to you will be no less than 1 point for every \$6 worth of Turnover and no more than 1 point for every \$0.50 of Turnover. Each point in your account has a fixed value of \$0.01 (ie 100 points equals \$1.00)<sup>2</sup>. Notwithstanding any other terms set out in this document the rate at which points will be

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<sup>1</sup> For Participating Venues located in South Australia the maxetag program (i) has been approved under section 55(1)(b) of the Gambling Codes of Practice Notice 2013 as further published or amended; and (ii) the Venue Promotions referenced in clause 5 of these terms have been approved under section 56(1)(c) of the Gambling Codes of Practice Notice 2013 as further published or amended.

<sup>2</sup> The rate at which a Participating Venue will award points to you as a function of Turnover is dependent on the value of the points awarded to you and the allowed for cost of the loyalty program to the Participating Venue.

awarded to you will always be directly proportional to the Turnover generated by you over any given period of activity

4. The Participating Venue may reverse points allocated to you if a Qualifying Transaction is cancelled or a refund in respect of that transaction is given.
5. The Participating Venue may correct erroneous, invalid points or adjust for reversed transactions at any time even if it would put your membership account into a negative points balance.
6. You may check your points balance at any time by contacting the Participating Venue. The Participating Venue may also, at its discretion, periodically send you a point's summary using the contact details you provided. The Participating Venue may make your points balance available in other ways, for example, on a Participating Venue's receipt or as part of your player activity statement.
7. Points do not expire unless you do not earn or redeem any points on an account maintained with the Participating Venue for a period of 12 consecutive months, then in the absence of any concessions or extensions granted by the Participating Venue at its discretion, your points will automatically expire and the Participating Venue may then also terminate your membership and close your account. The Participating Venue is not required to contact you to advise you of this.
8. You cannot transfer, sell, or give your points to any other person.

#### **4. Rewards**

1. If you are registered under the maxetag program and have sufficient points in your account, you may redeem your points for rewards offered by the Participating Venue.
2. To help you choose a reward, the specific reward point redemption amount will be listed for each reward by the Participating Venue.
3. Upon redemption of a reward, the points associated with that reward will be deducted from your maxetag TAG card and maxetag system account. Offers credited to a maxetag account will be removed if not redeemed by you before the expiry date for that offer.
4. Please choose your maxetag reward carefully. Once you have redeemed points for your reward or you have accepted an offer that is credited to your maxetag TAG card, it cannot be exchanged, cancelled or refunded for any reason unless it fails to comply with the requirements of the Australian Consumer Law (for instance, where the redeemed reward is faulty or not as described).
5. Where applicable, redeemed rewards will be posted or delivered to the current household postal address held in the maxetag system at the time of redeeming. Where rewards are delivered by email, the member's current email address held in the maxetag system at the time of redeeming will be used. For some rewards, the Participating Venue may expressly allow the member to nominate another postal address or email address. For this reason, it is important to ensure the Participating Venue has your current address and other contact details. If posted, rewards will be sent by ordinary mail to Australian addresses only.
6. The Participating Venue will endeavour to deliver rewards within the stated time frame, but this may not always be possible. You must call the Participating Venue as soon as possible if you do not receive your reward or reward letter within the specified delivery time.
7. To assist the Participating Venue manage a claim for a non received award, you must make any claim for non-delivery within two months of requesting the reward. A claim for damage must be made within 7 days of delivery. Any liability of the Participating Venue in relation to non-delivery or damage in respect of any specific reward is limited to re supply of the goods or services comprising the reward, or a payment amounting to the cost of replacement and or re supply of the goods or services comprising the reward unless otherwise provided by the Australian Consumer Law.
8. All rewards are subject to availability. Where there is a stock shortage or delay, the Participating Venue may substitute a product of equal or greater value. Pictures are illustrative only and not actual size. For non-merchandise rewards, your contract is directly with the reward provider and their terms and conditions will apply. Please ensure you are familiar with and understand their terms and conditions before redeeming points for your reward. The Participating Venue supplies the opportunity for you to obtain a reward from the reward provider and its obligations are limited to procuring that opportunity.

## 5. Venue Promotions

1. From time to time the Participating Venue may offer you the opportunity to receive additional benefits as part of a Venue Promotion made available only to members of the maxetag program in accordance with these terms and conditions.
2. Participation in a Venue Promotion will be without charge to you. However your right to participate in the Venue Promotion may be dependent on the purchase of the goods or services the subject of the Venue Promotion being the Qualifying Transactions.
3. The Participating Venue will specify the goods and services to be purchased that constitute a Qualifying Transaction for the Venue Promotion, the frequency of the Venue Promotion and the rewards or benefits to be offered to all participating members under the Venue Promotion.
4. Notwithstanding clause 5(3) and in the absence of any other approval or license from the appropriate regulatory body permitting otherwise, all Venue Promotions will only be accessible to existing maxetag members; will involve the provision of complimentary entries or tickets to participate in one or more random prize draws; and will involve prizes that may include points or the provision of goods services or other benefits where the fair retail value of any one individual prize will not exceed \$2000 per prize and the fair retail value of all prizes offered by a Participating Venue will not exceed in total:
  - (i) \$5000 per month per Participating Venue site;
  - (ii) \$100 for each \$10,000 of Turnover per month at each Participating Venue site.

## 6. Pre Commitment

1. If you are in a state or territory that requires the Participating Venue to offer you an option to register for participation in a Pre-Commitment System as a condition of you earning points from Qualifying Transactions at Participating Venues, then you are required to indicate in your maxetag program application form whether you wish to register for participation in maxetag's Pre-Commitment System. If you make no election in your application form regarding whether to register for participation in maxetag's Pre-Commitment System then you are ineligible to receive and be awarded any points from Qualifying Transactions by the Participating Venue.
2. The Participating Venue will send you a player activity statement that summarises your playing activity. You will receive this statement irrespective of whether you have elected to register for participation in in maxetag's Pre-Commitment System. If you have elected to register for participation in maxetag's Pre-Commitment System your player activity statement will include detail of how our play has tracked against your loss limit and your limit period. Activity statements will be provided either once per month, once every 3 months or once per year depending upon the frequency of your play of gaming machines. The Participating Venue will also provide activity statements to you upon request.
3. If you elect in your application form that you wish to register for participation in maxetag's Pre-Commitment System then the remaining terms set out in this clause apply.
4. If you elect in your application form not to participate in maxetag's Pre-Commitment System, you acknowledge that the Participating Venue will contact you via text or email or mail at least once every 6 months thereafter to offer you the choice of registering for participation in maxetag's Pre-Commitment System and applying a loss limit and limit period.
5. There is no fee payable by you to apply for and register for participation in maxetag's Pre-Commitment System. However you will need proof of your identity as is determined by the Participating Venue to register. As part of your application and registration you must indicate whether you wish to set a net gambling loss limit within the maxetag Pre-Commitment System, and if so, specify that loss limit, and specify the applicable limit period.
6. Upon receipt of this information the maxetag Pre-Commitment System will inform you either by email or text or mail of your loss limit, limit period, when the first limit period will commence and that each subsequent limit period will commence after the previous limit period ends.
7. The limit period that you may specify must be at least 24 hours duration and may be set for longer fixed periods of up to 7 days or 4 weeks. A subsequent limit period (including a limit period that is changed by you after setting the initial limit period) cannot commence until after expiry of the first limit period.
8. You may reduce your loss limit or increase your limit period by informing the participating Venue of this in writing at any time, and the Participating Venue will facilitate this request as soon as is reasonably practical. However if you wish to increase your loss limit or decrease

your limit period or revoke your loss limit, this change will not take effect within the maxetag Pre-Commitment System until after expiry of your current limit period. The maxetag Pre-Commitment System will separately inform you by email, text or mail of any such changes that you may direct.

9. Upon you reaching your loss limit within any given limit period you will be sent a reminder via text or email or both that you have reached or have exceeded your loss limit

## 6. General

1. The Participating Venue may by giving notice under section 6(2) make any change it sees fit to:
  - the number of Participating Venues and Qualifying Transactions;
  - the points you can earn on Qualifying Transactions;
  - the range of rewards and the number of points required for rewards;
  - the period for expiry of existing or future points in your account.

provided always that any change to the points you can earn on Qualifying Transactions or the number of points required for redemption of a reward will only apply to Points awarded after the date that members are notified of the relevant change.

2. The Participating Venue will provide you with written notice of any change to the maxetag Membership Terms and Conditions.
3. Written notice under clause 6(2) will be sent by email to the email address specified in the member's maxetag membership application form or the address that was last notified in writing by the member to the Participating Venue. In addition to any other right of the Participating Venue to terminate under clause 2, the Participating Venue may terminate or suspend your maxetag membership immediately upon written notice where you:
  - fail to comply with these Terms and Conditions;
  - provide misleading information or make any misrepresentation to the Participating Venue in connection with maxetag;
  - are abusive or offensive to any Participating Venue staff
4. Where your maxetag membership is terminated, in addition to receiving written notice of termination, the Participating Venue will provide you with reasons for your membership termination and along with details of where and how you may redeem any remaining points balance (if any) in your account. Once terminated, you will cease to be entitled to earn and redeem additional points.
5. The Participating Venue respects your personal information. The Participating Venue Privacy Statement forms part of these Terms and Conditions. The Participating Venue Privacy Statement sets out what personal information is collected by the Participating Venue, how it is used, to whom it is disclosed and what your privacy choices are.
6. The Participating Venue may provide your personal information to parties involved in a purchase or potential purchase of any part of the Participating Venue's business.
7. Any liability the Participating Venue or maxetag may have to you in negligence, breach of contract or otherwise, and all conditions and warranties as to the condition, suitability, quality, fitness or safety of any goods or services supplied by the Participating Venue whether express or implied by statute, are limited to:
  - the cost of re-supplying the goods or services or repairing, or paying the costs of repairing, the goods;
  - reinstating number of points in dispute; or,
  - where the dispute relates to a reward, the number of points required to redeem the reward.
8. Any tax, liability, or duty incurred by a member arising from your participation in the maxetag program is your responsibility.
9. Nothing in these Terms and Conditions limits your rights under the Australian Consumer Law.

## 7 Definitions

**maxetag program** means the loyalty program defined in section 1(2)

**Participating Venue** means those companies (and other persons) who are issuing loyalty points to maxetag members and additional persons under the maxetag program and/or provide rewards in exchange for points.

**Pre-Commitment System** means a system that

- (i) allows a user of a gaming machine to choose to set a loss limit on the amount that the user is prepared to lose during a period of play, and
- (ii) notifies that user when the player selected loss limit has been reached.

**Qualifying Transaction** means a transaction between a Participating Venue and a maxetag member for goods or services including gambling activity of the member under the maxetag program.

**Related Bodies Corporate** has the same meaning as in the Corporations Act 2001.

**Terms and Conditions** mean this document, and any other documents referred to in it.

**Turnover** means the total monetary sum bet in the conduct of gambling activities that comprise a Qualifying Transaction.

**Venue Promotion** means a program with published terms and conditions which provides rewards or benefits to maxetag members in respect of their Qualifying Transactions provided for in clause 5.

## PARTICIPATING VENUE PRIVACY POLICY

### Introduction

The Participating Venue respects the privacy of your personal information in its care. This commitment is demonstrated in this Privacy Policy, which sets out Participating Venue's policy on dealing with personal information. Personal information means information which identifies you as an individual or from which your identity can be reasonably ascertained.

This Privacy Policy relates to personal information of maxetag members and other members of the public handled by the Participating Venue.

### Privacy laws

The Participating Venue is subject to a range of laws which protect your privacy, including the National Privacy Principles (NPPs) in the Privacy Act 1988. The NPPs set out how some private sector organisations should collect, use, store, disclose and provide access to personal information. Despite this Privacy Policy, the Participating Venue sometimes handles personal information relying on exemptions under these laws, for example in relation to employee records.

### Types of personal information collected

The types of personal information the Participating Venue may collect about maxetag members includes:

- name, address(es) & telephone number(s)
- electronic addresses
- gender
- date of birth

- household details
- transaction details associated with the earning of Points
- points earned and rewards provided
- name, gender and date of birth of additional members
- ages of family members
- signatures and authorities granted to the Participating Venue
- communications between the Participating Venue and members.

The Participating Venue may not be able to provide its services without your personal information. For example, it may not be able to manage your membership or contact you.

### **Use and disclosure of personal information**

In addition to the purposes described in the Participating Venue Privacy Statement, the Participating Venue may use and disclose personal information for the following purposes:

- responding to lawful information requests from courts, government agencies, gaming regulatory authorities including statutory, licensing or regulatory approval requirements.
- investigating and dealing with suspected fraud and unlawful activity
- protecting its lawful interests; and
- purposes relating to any third party acquisition or potential acquisition of an interest in the Participating Venue or its assets.

The Privacy Act limits the circumstances in which the Participating Venue can transfer personal information to third parties outside Australia, for example, where you consent or where the Participating Venue takes reasonable steps to ensure your personal information will be handled in a manner consistent with the applicable Australian privacy principles.

### **Procedures – access/correction/feedback**

If you have any feedback or concerns about privacy or wish to access or correct any personal information the Participating Venue holds about you, please contact the Participating Venue as set out below. Where you seek a response from the Participating Venue, it will respond to let you know who will be handling your matter and when you can expect a further response.

In the case of access and correction requests, please provide as much detail as you can about the particular information you seek, in order to help the Participating Venue retrieve it. Under the Privacy Act and other relevant laws, the Participating Venue is not required to provide access or make corrections in all circumstances, but it is required to provide reasons. Where the Participating Venue decides not to make a requested correction and you disagree, you may ask it to make a note of your requested correction with the information.

## **PARTICIPATING VENUE PRIVACY STATEMENT**

### **Respecting your privacy is important to us**

This Privacy Statement sets out what personal information is collected, how it is used, to whom it is disclosed, and what your privacy choices are.

### **Collection of your personal information**

The Participating Venue collects your personal information when you interact with us. It may also collect publicly available information, as well as transaction and reward details, related to your earning and use of Points.

### **Use and sharing of your personal information**

The Participating Venue collects your personal information to administer and improve maxetag, conduct product and market research, and analyse your purchasing and online activity relating to maxetag and the Participating Venue. It may share your information with maxetag and its related bodies corporate for these purposes subject to you exercising your privacy rights and choices below. The Participating Venue and maxetag may provide marketing communications and targeted advertising to you on an ongoing basis by telephone, electronic messages (such as email), and other means, subject to you exercising your privacy rights and choices below. The Participating Venue and maxetag may provide your personal information to service providers (some of whom may be located outside Australia) who assist the Participating Venue and maxetag with services including data processing, data analysis, online computing, printing, contact centre, legal, accounting, business consulting, auditing, archival, delivery and mailing services.

### **Our website**

Like many websites, the Participating Venues website may use "cookies" from time to time. A cookie is a piece of information which allows the server to identify and interact more effectively with your device. The cookie assists the Participating Venue in maintaining the continuity of your browsing session, remembering your details and preferences when you return, and in personalising communications and offers to you. You can configure your web browser to reject cookies but you may find some parts of the Participating Venue's website will then have limited functionality.

### **Your privacy rights and choices**

You can contact the Participating Venue at any time to opt out of electronic and telephone direct marketing communications. If you do not want the Participating Venue to send you mail or disclose your personal information to maxetag or its related bodies corporate you may terminate your maxetag membership. Under privacy laws, you have certain rights to access and correct personal information the Participating Venue holds about you.

### **Contact**

Queries and other correspondence regarding privacy should be directed to the Participating Venue Privacy Officer

Mail:

Participating Venue Privacy Officer  
The Junction  
470 Anzac Highway  
Camden Park SA 5038  
08 8350 3400

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