

# Club Burswood Rules

The Club Burswood Card is issued subject to the following terms and conditions.

## 1. MEMBERSHIP

- 1.1 Members must be 18 years of age or over. Valid Identification is required upon registration and when redeeming Reward Points and selected offers. Burswood reserves the right to request from a member at any time appropriate identification
- 1.2 Only one Club Burswood membership and one valid Club Burswood Card can be issued to a Member.
- 1.3 Membership is granted and maintained at the sole discretion of Burswood.
- 1.4 An applicant who is currently employed or contracted by Burswood is not permitted to join Club Burswood or participate in any promotions in accordance with the requirements of the Casino Control Act 1984 as amended from time to time.
- 1.5 The member undertakes to notify Burswood of any change of name as soon as possible after the change of name by identifying themselves, in person, at the Club Burswood desk and presenting at least one item of Valid Identification
- 1.6 The Member undertakes to notify Club Burswood of their change of address as soon as possible after the change of address.
- 1.7 Burswood reserves the right to refuse any application for membership, to change criteria for membership levels or to determine the maximum number of Members per level.
- 1.8 Burswood reserves the right to change an individual's membership status at any time without prior notice.

## 2. MEMBERSHIP CARDS

- 2.1 Club Burswood Cards and Club Burswood Reward Points are not transferable and may not be used by any other person.
- 2.2 A Club Burswood Member is not entitled to Club Burswood Reward Points or other benefits/rewards as a result of play by any other person.
- 2.3 If the membership card is not used for a period of 18 months, the Member's account, Club Burswood Card and Club Burswood Reward Points will be cancelled. A Member shall not be entitled to the benefit of any Club Burswood Reward Points as they will be cancelled.
- 2.4 Club Burswood may replace a Club Burswood card at its discretion and reserves the right to charge a fee for subsequent replacement of cards. Valid Identification must be produced to obtain a replacement card.
- 2.5 The Club Burswood Card always remains the property of Burswood Entertainment Complex.

## 3. CLUB BURSWOOD POINTS

- 3.1 Club Burswood Reward Points are awarded to Members for gaming in the Casino and for other activities that Burswood may determine from time to time.
- 3.2 The basis, if any, upon which Members accumulate Club Burswood Reward Points (including any formula applied for accruing points) shall be determined by Burswood and may change from time to time.
- 3.3 It is the Member's responsibility to ensure that their Club Burswood Card has been:
  - 3.3.1 properly inserted into and accepted by the card reader on a gaming machine and that Club Burswood Reward Points are being accrued while playing; or
  - 3.3.2 handed to a dealer/croupier prior to commencing play at a gaming table; or
  - 3.3.3 handed to Keno staff when purchasing tickets.
- 3.4 Burswood shall not be liable in any way in relation to the unavailability of Club Burswood Reward Points which fail to accumulate as a result of a technical malfunction, operator fault, misrepresentation or any other reason beyond the control of Burswood.

- 3.5 All Club Burswood Reward Points accumulated will be posted to individual accounts within 48 hours. All redemption claims will automatically be deducted from the Member's Club Burswood Reward Point balance.
- 3.6 Club Burswood Reward Points are valid for 18 months from date of accrual.
- 3.7 In the event of the Club Burswood system not being able to process Club Burswood Reward Points, Burswood is not responsible for the loss or reimbursement of Club Burswood Reward Points.
- 3.8 In the event that Club Burswood ceases to operate, all Club Burswood Reward Points which have not been exchanged for available rewards within 30 days of Burswood issuing a notice to Members that Club Burswood has ceased to operate, will be cancelled. In addition, all other benefits which have been accumulated in connection with Club Burswood will be cancelled if they have not been redeemed by that date.
- 3.9 Any notice issued by Burswood specifying the number of Club Burswood Reward Points accumulated by a Member shall be deemed to be final and conclusive and may not be disputed.
- 3.10 Club Burswood Reward Points are not transferable and cannot be used by any person other than the Member who accumulated those points.
- 3.11 A Club Burswood card cannot be used by any other person other than the owner of the membership card as specified on the card.
- 3.12 Club Burswood reward points can be earned to a limit of 2,500,000. Prior to earning any further points, the Club Burswood member will be required to redeem their reward points to reduce that limit.

## 4. REWARDS & BENEFITS

- 4.1 Burswood may at any time and without prior notice change the benefits and rewards available to Club Burswood Members and shall have no obligation to provide any particular reward or benefit.
- 4.2 The terms and conditions upon which Club Burswood Reward Points may be redeemed for benefits or rewards, including the number of Club Burswood Reward Points (if any) required to be redeemed for any particular benefit or reward, shall be determined by Burswood in its sole and absolute discretion, and may be amended or changed by Burswood without notice.
- 4.3 Burswood 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 redeemable in exchange for Club Burswood Reward Points.
- 4.4 Club Burswood benefits cannot be used to supplement any other Burswood discount programs or offers, unless otherwise specified in the terms and conditions of a particular discount program or offer.
- 4.5 In order to exchange Club Burswood Reward Points for any benefit or reward which Burswood has made available and for which the Member has accumulated the required Club Burswood Reward Points and met all applicable terms and conditions, the Member must present to Burswood the Member's current valid Club Burswood Card and do such other things as required by Burswood including, but not limited to, signature and date of birth verification checks or PIN entry, and/or the presentation of at least one item of Valid Identification

## 5. PERSONAL IDENTIFICATION NUMBER (PIN)

- 5.1 A Member may be requested to select a PIN in a format specified by Burswood. The PIN will then be issued to the Member.
- 5.2 A PIN selected by a Member may only be used by that Member. The Member undertakes not to disclose their PIN to any other person.
- 5.3 A PIN may only be selected by a member upon presentation of at least one item of Valid Identification.

- 5.4 In each case where a PIN has been:
  - 5.4.1 forgotten;
  - 5.4.2 locked in those circumstances referred to in Rules 5.7 below; or
  - 5.4.3 the Member requests to re-set their PIN;At least one item of Valid Identification must be presented by the member before Burswood will rest or issue a new PIN to that member.
- 5.5 Burswood reserves the right to ask the Member to reselect an alternative PIN.
- 5.6 Burswood shall not be liable for any unauthorised exchange of Club Burswood Reward Points, or other benefits and rewards if a Club Burswood Card is lost or stolen, or if a PIN has become known to another person.
- 5.7 If a PIN is incorrectly entered on more than two attempts, Burswood reserves the right to prevent further access to Club Burswood Reward Points or any benefit or reward, until the PIN is reset at the Club Burswood counter in accordance with Rule 5.4 above.

## 6. SUSPENSION/TERMINATION OF MEMBERSHIP

- 6.1 If any of the following occur:
  - 6.1.1 failure by a Member to strictly comply with the rules whether intentional or otherwise; or
  - 6.1.2 failure by the Member to comply with the terms and conditions associated with any promotional activity related to Club Burswood; or
  - 6.1.3 conduct by any Member which Burswood in its sole and absolute discretion considers to be dishonest, offensive, disruptive and/or intimidating to patrons or staff; or
  - 6.1.4 conduct by any Member which Burswood in its sole and absolute discretion considers as interfering with or misusing equipment or property; or
  - 6.1.5 the death or bankruptcy of the Member; or
  - 6.1.6 at any time the Member has been asked to leave or been excluded from the Casino by Burswood or the Member evokes self exclusion from the Casino; or
  - 6.1.7 the Member becomes an employee or contracted to Burswood; or
  - 6.1.8 the Member breaches the rules of any game played in the Casino.Burswood in its sole and absolute discretion may immediately terminate and/or suspend (at Burswood's option) the relevant Member's membership of Club Burswood and/or cancel any or all Club Burswood Reward Points which that Member has accrued.
- 6.2 In the event that a membership is revoked, the Member must immediately return the Club Burswood Card to Burswood.
- 6.3 In the event that the Member:
  - 6.3.1 does not wish to be bound by the rules to any amendment to the rules; or
  - 6.3.2 becomes an employee or contractor of Burswood; or
  - 6.3.3 in any other event wishes to terminate his or her membership of Club Burswood.The Member must return the Club Burswood Card to the Club Burswood desk and complete the relevant documentation, upon which membership of Club Burswood and all of the Member's Club Burswood Reward Points will be cancelled.
- 6.4 In the event that a Club Burswood Card does not register play at Burswood for any continuous period of 18 months, any Club Burswood Reward Points which have been accumulated in respect of that Club Burswood Card may be cancelled and Burswood reserves the right to cancel the relevant Member's membership.

## PRIVACY

- 7.1 The Member authorises Burswood to collect, hold, use, disclose and transfer information concerning the Member. The database of such information will include the Member's name, address, date of birth, telephone number(s), identification details, and any other information relating to the Member which has been collected by Burswood by lawful or authorised means including information collected in connection with Club Burswood.
- 7.2 Burswood may be required to collect personal information concerning the Member under legislation dealing with, for example, Casino control, financial transaction reports, taxation and occupational health and safety.
- 7.3 The Member acknowledges and agrees that Burswood and its authorised representatives, Related Entities and Related Bodies Corporate may use information acquired by any of them about the Member or otherwise lawfully obtained by them or their authorised representatives:
- 7.3.1 for marketing, planning, product development and other commercial purposes;
- 7.3.2 to comply with a lawful request including a request contemplated by clause 7.6 of these conditions;
- 7.3.3 as permitted or required by any other law including any applicable privacy legislation in force and as amended from time to time; and
- 7.3.4 for any activities related to or consequent upon the above;
- and for the purposes of the above may disclose all such information to other parties who are acting on behalf of or in conjunction with Burswood or its Related Entities or Related Bodies Corporate, provided always that such information is only used in a manner contemplated by these conditions.
- 7.4 Without limiting the generality of clause 7.3, the Member acknowledges and agrees that Burswood may contract for or with any third party (including a Related Entity or Related Body Corporate) to carry out any of the functions which Burswood is authorised to carry out under these conditions and may disclose information to such entities or other Casino operators for any secondary purpose contemplated by these conditions.
- 7.5 All information obtained by Burswood including information about membership, Club Burswood Reward Points and the use of the Club Burswood Card shall become and remain the property of Burswood. Subject to Rules 7.3, 7.6 and 7.7 Burswood is under no obligation to disclose such information to any person.
- 7.6 On the lawful request of the Gaming and Wagering Commission of Western Australia and/or a law enforcement agency or any other competent body or authority as provided pursuant to the Casino Control Act 1984, the Gaming and Wagering Commission Act 1987 as amended from time to time or any other applicable law, Burswood may divulge any information maintained by the Burswood Club with respect to the gaming activities of Members.
- 7.7 Upon reasonable request and except where provided by law, Burswood will disclose to the Member information about the Member collected by Burswood from the Member upon such reasonable terms as stipulated by Burswood from time to time.

- 7.8 For the avoidance of doubt, if a Member, on his or her Club Burswood application form, has indicated that he or she consents to Burswood providing that Member with material (which includes, for example and without limitation, "mail", "regular communications", "special offers", "promotional material" and "offers in connection with gaming and related activities") ("Promotional Material"), that Member authorises and consents to Burswood providing that Member with Promotional Material (including offers) in connection with all products and services offered by or on behalf of Burswood including gaming. The Member may, at any time, elect to opt-out of receiving any further direct marketing communications by ticking the box provided on the application form.
- 7.9 This clause 7 survives termination of the Club Burswood Card or membership.

## 8. GENERAL

- 8.1 The Member is responsible for promptly notifying Club Burswood of any change of address, lost or stolen Club Burswood Card or any use of the card which is contrary to these terms and conditions.
- 8.2 Burswood may suspend the operation of Club Burswood or cease to operate Club Burswood at any time without notice.
- 8.3 All Members will be advised in writing of any substantial changes made in relation to the operation of Club Burswood.
- 8.4 Subject to Rule 8.3, Burswood reserves the right to amend or materially alter Club Burswood terms & conditions/ rules at any time without notice and Members agree to be bound by any amendment from the date upon which Burswood specifies the amendment to be effective.
- 8.5 An up-to-date copy of these terms and conditions may be obtained from the Club Burswood desk.
- 8.6 Burswood reserves the right and licence to use selected entrants name, suburb, photograph, image and likeness for the purpose of promoting and advertising Club Burswood and Burswood Entertainment Complex unless a written request for anonymity is received.
- 8.7 Any tax liabilities and other duties arising from the accumulation of Club Burswood Reward Points, and the receipt and use of benefits or rewards are and remain the sole responsibility of each Member.
- 8.8 Burswood 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 (including negligence) of Burswood relating to or arising out of Club Burswood membership, and the Member releases and discharges Burswood including its employees, agents and contractors from any such liability, damage or loss.
- 8.9 In consideration of Burswood admitting the Member to membership of Club Burswood, the Member agrees to be bound by these rules and acknowledges the right of Burswood to rely upon them as an indication of the Member's consent to any acts authorised or contemplated by these rules.
- 8.10 For the avoidance of doubt, Burswood reserves its right to waive in respect to any Member or Members (at Burswood's absolute discretion) any right or requirement of these rules and/or the application of, or compliance with, any of these rules. Any such waiver does not operate as a waiver of such right, requirement, application or compliance if it arises again.

## 9. DEFINITIONS

In these rules unless the context otherwise requires:

"Appropriate Identification" means forms of identification as required by the Federal Government's Anti-Money Laundering and Counter-Terrorism financing legislation.

"Burswood" means Burswood Nominees Limited ABN 24 078 250 307 a.t.f. The Burswood Property Trust ABN 35 491 489 282 trading as Burswood Entertainment Complex Managed by Burswood Resort (Management) Limited ABN 68 009 396 945. "Club Burswood" means the activity conducted by Burswood pursuant to these rules.

"Club Burswood Card" means a card issued to a Member by Burswood pursuant to the rules which continues to be valid and has not been cancelled by Burswood including the Club Burswood Card. This includes all authorised Club Burswood Cards issued in connection with Burswood loyalty membership.

"Club Burswood Reward Points" means any points (and includes any substitute as determined from time to time by Burswood in its sole and absolute discretion) which the Member may have accumulated as a Club Burswood Member.

"Employee" means full time, part time or casual employees of Burswood and includes contractors to Burswood.

"Member" is a person who is granted membership to Club Burswood.

"PIN" means Personal Identification Number.

"Play" shall mean, in Burswood's reasonable opinion, that a Member has actively wagered on all hands or spins during that period of play in which the Member's card is logged onto a gaming table.

"Related Entity" and "Related Body Corporate" have the same meanings as those in the Corporations Act.

"Rules" means these rules as amended from time to time and any policies or guidelines adopted by Burswood from time to time in its discretion in relation to the conduct of Club Burswood.

"Valid Identification" means such current and Valid forms of identification from the Member as Burswood requires in its sole and absolute discretion from time to time in connection with the operation of Club Burswood. Currently, these forms of identification are as follows:

- Australian Driver's Licence
- Overseas Driver's Licence
- Australian Learners Permit
- Military Identification Card
- Overseas National Card
- Passport
- Proof of Age Card
- Public Employee Identification card
- Firearms Licence Card
- Australian Birth Certificate
- Australian Citizenship Certificate
- Centrelink Pension Card
- Centrelink Senior Card
- Medicare Card
- Overseas Identification Card
- Rates Notice
- University Card
- Utility Account
- WA Government Seniors Card
- Other as requested by Burswood