



**CLUB BURSWOOD**



**Terms and Conditions**

# Membership is granted subject to the following Terms and Conditions.

## 1. MEMBERSHIP

- 1.1 Members must be 18 years of age or over.
- 1.2 Membership is only open to individuals and is not open to corporate entities or any other entities.
- 1.3 Only one Membership and one valid Membership Card can be issued to a Member.
- 1.4 Membership is granted and maintained at the sole discretion of Burswood.
- 1.5 An Employee of Burswood is not permitted to join or remain a Member of Club Burswood.
- 1.6 The Member undertakes to notify Burswood of any change of Personal Details as soon as possible by identifying themselves, in person, at the Club Burswood desk and presenting at least one item of Valid Identification, or by any other means approved by Burswood.
- 1.7 Burswood reserves the right to refuse any application for Membership, to determine and change criteria for Membership levels or to determine the maximum number of Members per level.
- 1.8 Burswood reserves the right to change Membership status at any time without prior notice.

## 2. MEMBERSHIP CARDS

- 2.1 Membership Cards are not transferable and may not be used by any other person.
- 2.2 Burswood may replace a Membership Card at its discretion and reserves the right to charge a fee for replacement of Membership Cards. Valid Identification must be produced to obtain a replacement Membership Card.
- 2.3 The member is responsible for promptly notifying Burswood if their Membership Card is lost or stolen, or used in any way which is contrary to these Terms and Conditions.
- 2.4 The Membership Card remains the property of Burswood at all times.

## 3. REWARD POINTS

- 3.1 Reward Points are awarded to Members for the following:
  - 3.1.1 eligible Play in the casino;
  - 3.1.2 nominated purchases at Participating Outlets; and
  - 3.1.3 other activities that Burswood may determine from time to time.
- 3.2 The basis, if any, upon which Members accumulate and redeem Reward Points (including any Terms and Conditions, rates and/or formula applicable to accruing or redeeming Reward Points) shall be determined by Burswood and may change from time to time without notice.

3.3 Current information about Participating Outlets and rates and Terms and Conditions relating to earning and redeeming Reward Points is available at the Club Burswood desk.

3.4 To ensure Reward Points are being accumulated, it is the Member's responsibility to make sure that their Membership Card has been:

3.4.1 properly inserted into and accepted by the card reader on a gaming machine and that Reward Points are being accrued while playing; or

3.4.2 provided to a dealer/croupier prior to commencing Play at a gaming table; or

3.4.3 provided to a Keno attendant when purchasing tickets; or

3.4.4 provided to a Burswood staff member when settling an account at any Participating Outlet.

3.5 Burswood shall not be liable in any way in relation to the unavailability of 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.

3.6 All Reward Points accumulated during Play will be posted to the Member's Reward Points balance within 48 hours.

3.7 All Reward Points accumulated other than during Play will be posted to the Member's Reward Points balance within 3 business days of the final account being settled.

3.8 All redeemed Reward Points will automatically be deducted from the Member's Reward Points balance upon redemption.

3.9 Burswood is not responsible for the loss or reimbursement of Reward Points arising from any system malfunction or technical error resulting in the inability to process Reward Points.

3.10 In the event that Club Burswood or Burswood ceases to operate, all Reward Points which have not been redeemed within 30 days of Burswood issuing a public or personal notice will be cancelled. In addition, all other rewards and/or benefits which have been accumulated in connection with Club Burswood will be cancelled if they have not been redeemed by that date.

3.11 Any notice issued by Burswood specifying the number of Reward Points accumulated by a Member shall be deemed to be final and conclusive and may not be disputed.

3.12 Reward Points are not transferable and cannot be redeemed by any person other than the Member who accumulated those points.

3.13 A Member is not entitled to Reward Points or other benefits/rewards as a result of Play or purchases by any other person, unless otherwise agreed by Burswood.

3.14 Reward Points can be earned to a limit of 2,499,500 at any time. Prior to earning any further Reward Points, the Member will be required to redeem their Reward Points to reduce that limit.

3.15 Other than Reward Points earned on eligible Play in the casino, a maximum of 1,000,000 Reward Points can be earned in any one Day.

3.16 Burswood reserves the right to set:

3.16.1 a maximum amount of spend or Reward Points that may be earned in any one transaction or period of time; or

3.16.2 a minimum number of Rewards Points that must be redeemed to claim a benefit or reward; or

3.16.3 a minimum amount of spend or Reward Points that must be spent or accumulated in any one transaction or period of time before Reward Points start accumulating.

3.17 Reward Points cannot be earned on that part of a transaction where Reward Points are redeemed and used as payment or part payment of that transaction, other than where agreed by Burswood.

3.18 In Burswood's absolute discretion, Reward Points may not be awarded (and if already awarded, may be reversed or cancelled) in relation to any transaction for a product or service which is cancelled, refunded or returned.

3.19 Burswood reserves the right to reverse or cancel any Reward Points credited to a Member incorrectly, not in accordance with, or in breach of, these Terms and Conditions at any time.

3.20 If an adjustment to the number of Reward Points is made on the Member's balance after settling an account, the Member's Rewards Points balance may go into negative.

3.21 Other than in accordance with these Terms and Conditions, accumulated Reward Points cannot be reversed.

3.22 The Terms and Conditions applicable to a Reward Point redemption will be those in force at the time the Reward Points are redeemed.

3.23 Reward Points cannot be earned in addition to any other reward points or benefit derived from another reward or loyalty program for the same purchase, including but not limited to Priority Club. Members must nominate the loyalty program in which they wish to earn points.

3.24 If a Member does not Use their Membership Card for a continuous period of 12 months, their Membership status will become inactive and any accrued Reward Points will be cancelled. Membership status will revert to active when the Membership Card is next Used and will reactivate at a balance of zero Reward Points. If a Member's Reward Points balance is negative prior to inactivation, it will reactivate at that negative balance. Despite anything else in this Term 3.24, Burswood reserves the right to cancel any inactive Membership. It is the Member's responsibility to ensure their Membership remains active and Burswood is under no obligation to notify the Member.

#### **4. REWARDS & BENEFITS**

4.1 Burswood may at any time and without prior notice change the benefits and rewards available to Members and shall have no obligation to provide any particular reward or benefit.

4.2 Burswood shall not be liable in any way to a Member in relation to the availability or withdrawal of a particular benefit or reward which may have been previously redeemable in exchange for Reward Points.

4.3 Discounts associated with Club Burswood cannot be used in conjunction with any other discount programs, offers, or otherwise, including, but not limited to, the Entertainment Card and Priority Club, unless otherwise specified in the Terms and

Conditions of a particular discount, benefit, reward, offer or otherwise.

4.4 In order to redeem Reward Points for any benefit or reward which Burswood has made available and for which the Member has accumulated the required Reward Points and met all applicable terms and conditions, the Member must present to Burswood their current Membership 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.

4.5 Burswood may, at any time, determine any criteria to establish eligibility for rewards, benefits, promotions and other offers associated with Membership.

## **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 must only be used by that Member. The Member undertakes not to disclose their PIN to any other person.

5.3 A PIN can 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 Term 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 in person before Burswood will reset 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 Reward Points, or other benefits and rewards if a Membership Card is lost or stolen, or if a PIN has become known to another person.

5.7 If a PIN is incorrectly entered on three attempts, Burswood reserves the right to prevent further access to Reward Points or any benefit or reward, until the PIN is reset at the Club Burswood counter in accordance with Term 5.4 above.

## **6. PLAY SAFE LIMITS**

6.1 A Member may at any time, by notifying Club Burswood, commit to setting personal play safe limits by:

6.1.1 daily time played (in hours); or

6.1.2 daily loss (in dollars),

in connection with the use of their Membership Card at electronic gaming machines (EGM) during a 24 hour operational period determined by Burswood.

6.2 If during the operational period a Member exceeds the set play safe limit, the Member will not earn Reward Points.

6.3 The Member acknowledges that setting or decreasing of a play safe limit takes effect immediately, and increasing or cancelling a play safe limit may take up to 24 hours to become operational.

6.4 Valid Identification must be presented to Burswood upon request to change or cancel any set play safe limits.

6.5 The Member accepts responsibility for:

6.5.1 setting a play safe limit that is reasonable and responsible taking into consideration their personal financial position and any other relevant consideration(s);

6.5.2 ensuring all Play is within their set play safe limit;

6.5.3 ensuring the set play safe limit is operational prior to the commencement of Play;

6.5.4 ensuring all EGM Play is conducted in connection with the use of their Membership Card;

6.5.5 immediately notifying Burswood of any malfunction, error, fault or otherwise in connection with their set play safe limit; and

6.5.6 taking all necessary action in ensuring the Member's gaming is conducted in a responsible manner.

6.6 Burswood is not responsible for monitoring, reviewing, setting, observing or otherwise, the play safe limit of a Member.

6.7 Burswood accepts no responsibility for any damage or any other loss whatsoever incurred by a Member, either directly or indirectly, as a result of the set play safe limit not functioning as intended or a Member not complying with Term 6.5. In this respect, the Member releases and discharges Burswood including its officers, employees, agents and contractors from any liability, damage or loss and Burswood may rely on this as a bar to any claim(s) or proceeding(s) brought against Burswood including its officers, employees, agents and contractors.

## **7. PLAYER ACTIVITY STATEMENTS**

7.1 A Member may at any time, by request to Club Burswood, receive a player activity statement in connection with the use of their Membership Card at EGMs.

7.2 Valid Identification must be presented to Club Burswood upon request of a player activity statement.

7.3 The Member accepts responsibility for:

7.3.1 requesting player activity statements on a regular basis;

7.3.2 ensuring the details recorded on the player activity statements are true and accurate taking into consideration their personal financial position and any other relevant consideration(s);

7.3.3 immediately notifying Club Burswood of any malfunction, error, fault or otherwise in connection with their player activity statements; and

7.3.4 taking all necessary action in ensuring the Member's gaming is conducted in a responsible manner.

7.4 Burswood is not responsible for monitoring, reviewing, setting, observing or otherwise, the player activity statement of a Member.

7.5 Burswood accepts no responsibility for any damage or any other loss whatsoever incurred by a Member, either directly or indirectly, as a result of the player activity statement not functioning as intended or a Member not complying with Term 7.3. In this respect, the Member releases and discharges Burswood including its officers, employees, agents and contractors from any liability, damage or loss and Burswood may rely on this rule as a bar to any claim(s) or proceeding(s) brought against Burswood including its officers, employees, agents and contractors.

## **8. STANDARDS OF BEHAVIOUR**

8.1 At all times whilst at the Complex, Members must not engage in any conduct which Burswood, in its sole and absolute discretion, considers to be actual or suspected dishonest, offensive, disruptive, criminal, inappropriate and/or intimidating behaviour towards Burswood, patrons and/or staff, including but not limited to:

8.1.1 fighting or assault;

8.1.2 theft or attempted theft, including unauthorised possession or removal of Burswood property or the property of other guests;

8.1.3 engaging in transactions involving the proceeds of crime, including receiving, possessing, concealing, or disposing of the proceeds of crime;

8.1.4 engaging in transactions in an attempt to avoid any liability to pay tax on those funds transacted;

8.1.5 lending money for profit;

8.1.6 possessing firearms or other dangerous weapons;

8.1.7 procurement and solicitation for the purposes of prostitution;

8.1.8 entering or remaining at the Complex whilst intoxicated;

8.1.9 indecent or abusive language towards staff or other customers;

8.1.10 interfering with or misusing Burswood equipment or property, including damage to hotel rooms or other property and vandalism;

8.1.11 trafficking, dealing in, or the use of, prohibited drugs or the abuse of prescription or "over the counter" drugs;

8.1.12 disregarding the applied dress standards;

8.1.13 bringing a minor onto the gaming floor;

8.1.14 cheating or attempting to cheat at the gaming tables or at the gaming machines;

8.1.15 breaching the rules of any game played in the casino;

8.1.16 breaching the rules of any venue at the Complex;

8.1.17 failing to strictly comply with these Terms and Conditions, whether intentional or otherwise;

8.1.18 failing to comply with the terms and conditions associated with any promotional activity related to Club Burswood;

8.1.19 misusing the Membership Card (including handing to others to use); and

8.1.20 abusing any complimentary privileges, including the bar and buffet areas.

## **9. SUSPENSION/TERMINATION OF MEMBERSHIP**

9.1 If any of the following occur:

- 9.1.1 failure by the Member to strictly comply with the Standards of Behaviour in Term 8; or
- 9.1.2 the death or bankruptcy of the Member; or
- 9.1.3 at any time the Member is or has been excluded for any reason from the Complex or any part of it; or
- 9.1.4 the Member becomes an Employee of Burswood, Burswood in its sole and absolute discretion may immediately terminate and/or suspend (at Burswood's option) the relevant Membership and/or cancel any or all Reward Points which that Member has accrued.

9.2 In the event that a Membership is cancelled, the Member must immediately return the Membership Card to Burswood.

9.3 In the event that a Member:

- 9.3.1 does not wish to be bound by these Terms and Conditions or any amendment to them; or
- 9.3.2 becomes an Employee of Burswood; or
- 9.3.3 wishes to terminate his or her Membership, the Member must return their Membership Card to the Club Burswood desk and complete the relevant documentation, upon which their Membership and all of their Reward Points will be cancelled.

## **10. PRIVACY**

10.1 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 Personal 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.

10.2 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.

10.3 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:

- 10.3.1 for marketing, planning, product development and other commercial purposes;
- 10.3.2 to comply with a lawful request including a request contemplated by Term 10.6 of these Terms and Conditions;
- 10.3.3 as permitted or required by any other law including any applicable privacy legislation in force and as amended from time to time; and
- 10.3.4 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 Terms and Conditions.

10.4 Without limiting the generality of Term 10.3, 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 Terms and Conditions and may disclose information to such entities or other casino operators for any secondary purpose contemplated by these Terms and Conditions.

10.5 All information obtained by Burswood including information about Membership, Reward Points and the use of the Membership Card shall become and remain the property of Burswood. Subject to Terms 10.3, 10.6 and 10.7, Burswood is under no obligation to disclose such information to any person.

10.6 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 or 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 Burswood with respect to the gaming activities of Members.

10.7 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.

10.8 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, by any means contemplated by the information provided on the application form. The Member may, at any time, elect to opt-out of receiving any further direct marketing communications by visiting the Club Burswood desk, telephoning Burswood's Customer Contact Centre on 9362 7777 or by mail to Club Burswood at PO Box 500, Victoria Park WA 6979.

10.9 This Term 10 survives termination of Membership.

## **11. GENERAL**

11.1 Valid Identification is required upon registration and when redeeming Reward Points, benefits and rewards. Burswood reserves the right to request Appropriate Identification from a Member at any time.

11.2 Burswood may suspend the operation of Club Burswood or cease to operate Club Burswood at any time without notice and on any terms determined by Burswood.

11.3 An up-to-date copy of these Terms and Conditions may be obtained from the Club Burswood desk, Gaming Information Terminals or at Burswood's website.

11.4 Burswood reserves the right and licence to use selected Members' names, suburbs, photographs, images and likeness for the purpose of promoting and advertising Club Burswood and Burswood, unless a written request for anonymity is received.

11.5 Any tax liabilities and other duties arising from the accumulation of Reward Points, and the receipt and use of benefits and rewards are and remain the sole responsibility of each Member.

11.6 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 Membership, and the Member releases and discharges Burswood including its employees, agents and contractors from any such liability, damage or loss.

11.7 In consideration of Burswood providing Membership, the Member agrees to be bound by these Terms and Conditions 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 Terms and Conditions.

11.8 Burswood reserves the right to amend or materially alter these Terms and Conditions and any associated document at any time with or without notice and Members agree to be bound by any amendment from the date upon which Burswood specifies the amendment to be effective.

11.9 For the avoidance of doubt, Burswood reserves its right to waive in respect of any Member or Members (at Burswood's absolute discretion) any right or requirement of these Terms and Conditions and/or the application of, or compliance with, any of these Terms and Conditions. Any such waiver does not operate as a waiver of such right, requirement, application or compliance if it arises again.

11.10 These Terms and Conditions are to be read in conjunction with the terms and conditions relating to, and earning and redemption rates for, Reward Points, as amended from time to time. In the event of a discrepancy, these Terms and Conditions shall prevail.

## **12. DEFINITIONS**

In these Terms and Conditions 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 Terms and Conditions.

“Complex” means Burswood Entertainment Complex.

“Day” means the 24 hour period commencing at 6am and concluding at 5.59am the following day.

“Employee” means full time, part time and casual employees of Burswood and includes those contractors to Burswood whose agreement for services precludes them from gambling at Burswood and/or precludes them from remaining or becoming a Member.

“Member” means a person who is granted Membership.

“Membership” means membership of Club Burswood.

“Membership Card” means a card issued to a Member by Burswood pursuant to these Terms and Conditions.

“Participating Outlet” means those outlets across the Complex at which Reward Points may be accumulated, as determined by Burswood from time to time.

“PIN” means Personal Identification Number.

“Personal Details” means name, address, date of birth, telephone number(s), email address, identification details and any other information relating to the Member which has been collected by Burswood in connection with Club Burswood.

“Play” means, in Burswood’s reasonable opinion, that a Member has actively wagered on all hands or spins during that period of play in which their Membership Card is logged onto a gaming table, inserted into a gaming machine or provided to Keno Attendant when purchasing tickets.

“Related Entity” and “Related Body Corporate” have the same meanings as those terms in the Corporations Act.

“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 Member.

“Term” means a term and condition forming part of these Terms and Conditions.

“Terms and Conditions” means these terms and conditions of Membership as amended from time to time and any policies, guidelines or other documents adopted by Burswood from time to time in its discretion in relation to the conduct of Club Burswood.

“Use” or “Used” means when a Member uses their Membership Card to accrue points, redeem points, or partake in benefits or rewards associated with their Membership.

“Valid Identification” means such current and valid forms of personal identification as Burswood requires in its sole and absolute discretion from time to time in connection with the operation of Club Burswood.