

Terms & Conditions

1. GENERAL

1. These terms and conditions apply to the rewards scheme know as ‘GEM’ Rewards (Merimbula RSL Club Members’ Rewards Program). Merimbula RSL ‘GEM’ Rewards has been established and is administered by Merimbula RSL Club Limited ABN 66000965560 (hereafter referred to as the Club). These terms and conditions replace any previous terms and conditions that may apply effective 1st October 2020
- 1.2. These terms and conditions are separately for the benefit, and separately enforceable by, each of the Club and the Merimbula RSL ‘GEM’ Rewards Partners (hereafter referred to as the Partners). The Partners are organisations with whom the Club has an arrangement concerning:-
 - 1.2.1. the Club entering bonus or rewards points (collectively “Points”) in the account held by the Club concerning the members (Player Account) as a result of certain eligible transactions; and
 - 1.2.2. those organisations supplying entitlement or benefits (Rewards) to the member, when the Club accepts and notifies the Partners of a valid redemption request from you.
- 1.3. References to:
 - 1.3.1. “we”, “our”, and “us” are references to the Club and all Merimbula RSL ‘GEM’ Rewards Partners, each and any of whom may separately enforce these terms and conditions.
 - 1.3.2. “membership” means your membership of the Club, and thus Merimbula RSL ‘GEM’ Rewards unless the context otherwise requires.
- 1.4. By participating in Merimbula RSL ‘GEM’ Rewards through the use of your membership card or membership number, or by claiming any benefit, you agree to be bound by these terms and conditions and provide the consent specified in clause 7 relating to personal information. The terms and conditions governing Merimbula RSL ‘GEM’ Rewards can be amended from the Club from time to time. A PDF copy of the current terms and conditions is available from the General Manager of the Club via the Club’s Reception.
- 1.5. Your membership provides you with the opportunity to accrue Points for the redemption of Rewards from the Club. The number of Points earned by the members within a twelve month period (or such other period as the Club may specify from time to time) will determine your eligibility to redeem Rewards.
- 1.6. The Rewards offered by the Club are a courtesy extended to you at the Club’s sole discretion and are not automatic entitlements (legal or otherwise).

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- 1.7. The basis on which you can accrue points or redeem rewards (including these terms and conditions) is determined solely by the Club (in the Club's absolute discretion) and is subject to change from time to time without prior notice to you.
- 1.8. Points can only start to be entered in your Player Account after:
 - 1.8.1. your application for membership has been accepted by the Board of Directors of the Club (who may reject any application for membership without giving any reason for the rejection); and
 - 1.8.2. your player account has been activated.
- 1.9. Your membership and any accrued Points or Rewards are not transferable.
- 1.10. The accrual of Points or the redemption of Rewards is not available in conjunction with any other discount, promotion or program offered by us unless stated otherwise.
- 1.11. The Club reserves the right to decide any matter or settle any dispute arising directly or indirectly out of or in connection to Merimbula RSL 'GEM' Rewards and the Club's decision on any such matter or dispute will be final and binding and no correspondence will be entered in to.
- 1.12. Subject to any applicable law which cannot be excluded, the Club accepts no liability for any loss, damage or injuries suffered of sustained (including but not limited to direct or consequential loss or losses arising from the Club's negligence) by you arising directly or indirectly out of or in connection to Merimbula RSL 'GEM' Rewards and you release and discharge the Club from any liability for any such loss, damage or injury. If the Club is liable to you in any way, then the Club's liability will be limited to allocating to you player account the number of points which the Club considers is appropriate in connection with your relevant claim.
- 1.13. Unless otherwise stated, you are solely responsible for any taxes, GST, duties, levies, fees or other charges levied or imposed arising from, as a result of or in connection to with, your participation in Merimbula RSL 'GEM' Rewards, the accumulation of Points or the redemption of Rewards.
- 1.14. Unless otherwise stated, any material published by the Club pertaining to these terms and conditions, including material relating to the rate of accrual of Points, redemption of Points or any Rewards and the number of Points required to be earned and maintained for any tier of membership of Merimbula RSL 'GEM' Rewards, will form part of the terms and conditions of the Merimbula RSL 'GEM' Rewards, Program which may be varied by the Club from time to time at the Club's discretion.
- 1.15. If part or all of the clause of these terms and conditions is illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these terms and conditions and the remaining provisions of these terms and conditions will continue to have full force and effect.

2. DEFINITIONS

In these terms and conditions unless the context otherwise requires:

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- 2.1. “Redemption” occurs when a Participant uses Rewards Points to redeem a Reward from the Club.
- 2.2. “the Club” means the Merimbula RSL Club Limited.
- 2.3. “Eligible Members” means those members referred to in clause 3.1 of the Terms and Conditions.
- 2.4. “Merimbula RSL ‘GEM’ Rewards” means the Club’s Loyalty Rewards program in terms of which Eligible Members may accrue Rewards Points and may redeem Rewards Points for Merimbula RSL Rewards.
- 2.5. “Membership” means a person’s membership of the Club;
- 2.6. “Membership Card” means a membership card issued to a member by the Club once the Board of the Club has approved the applicant’s application for Membership
- 2.7. “Participant” means any Eligible Member who participates in Merimbula RSL ‘GEM’ Rewards as provided in clause 3.2 of these terms and conditions.
- 2.8. “Participant’s Account” means the account opened in the name of each Participant in which is recorded all Rewards Points earned by a Participant and all redemptions of Rewards Points by the Participant.
- 2.9. “Rewards Points” means the Rewards Points which a Participant earns when he or she purchases food and beverages in the Club or participates in gaming activities but excludes any transactions under any promotion of the Club and which may be used by a Participant to redeem Rewards. (The Club reserves the right to introduce and delete
- 2.10. “Twelve Month Period” means in respect of those Participants who are Eligible Members of the Club as at 1st April in each given year (in line with the Club’s annual membership period).

3. MEMBERSHIP

Membership to the Club is defined in the Club’s Constitution (available at the Club’s reception). For the purposes of this document, a brief outline is listed below:

- 3.1. Only Life Members and Members who have paid the appropriate fees of the Club who are 18 years of age or older are classified as members of the Club. And such other classes of membership as determined by the Club’s Board of Directors from time to time.
- 3.2. Membership of Merimbula RSL ‘GEM’ Rewards comes with eligibility to a person’s membership of the Club. It is a requirement of membership to the Club that you keep and maintain your membership to the Club financial.
- 3.3. Each member has the right to opt out of the Merimbula RSL ‘GEM’ Rewards program at any time, by notifying the General Manager in writing.

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- 3.4. You will promptly notify the Club in writing:
- 3.4.1. of any change in your address; and
 - 3.4.2. if your membership card is lost, stolen, damaged or misused in any way.

4. TIERS OF MEMBERSHIP

- 4.1. There are (4) FOUR tier levels of membership, being DIAMOND, EMERALD, RUBY, and SAPPHIRE, with the entry level to the FOUR tiers commencing with SAPPHIRE.
- 4.2. All eligible members are automatically granted the introductory level of SAPPHIRE.
- 4.3. To be eligible for RUBY membership you must earn and maintain the number of Points required under Merimbula RSL 'GEM' Rewards within the last twelve month period (or such other period as the Club may specify from time to time). The number of Points required to be earned and maintained for RUBY membership will be published by the Club, which will be subject to change from time to time.
- 4.4. To be eligible for EMERALD membership you must earn and maintain the number of Points required under Merimbula RSL 'GEM' Rewards within the last twelve month period (or such other period as the Club may specify from time to time). The number of Points required to be earned and maintained for EMERALD membership will be published by the Club, which will be subject to change from time to time.
- 4.5. To be eligible for DIAMOND membership you must earn and maintain the number of Points required under Merimbula RSL 'GEM' Rewards within the last twelve month period (or such other period as the Club may specify from time to time). The number of Points required to be earned and maintained for DIAMOND membership will be published by the Club, which will be subject to change from time to time.
- 4.6. Members will be reviewed for promotion to a higher tier level each month
- 4.7. Members will be reviewed for demotion of a tier level on during January and July each year.
- 4.8. The Club reserves the right to make any changes to these terms and conditions, at any time, including to;
 - 4.8.1. create, amend or remove tiers of membership to which different terms and conditions apply including but not limited to the benefits applicable to each tier of membership and the method and rates of Point accrual and Rewards offered to you as part of the Merimbula RSL Rewards;
 - 4.8.2. set and change the number of Points required to be earned and maintained under the Merimbula RSL 'GEM' Rewards within any period for eligibility to any tier of membership within the Scheme;
 - 4.8.3. move your membership into another tier of membership regardless of the amount of Points accrued by you at any time without notice to you.
- 4.9. Subject to any changes the Club may make, your membership of any of the tiers levels of membership offered by the Club will enable you to receive the benefits as identified within the Merimbula RSL 'GEM' Rewards Brochure:

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5. MEMBERSHIP CARDS

- 5.1. You are only permitted one membership card at any one time.
- 5.2. The membership card issued to you remains the property of the Club.
- 5.3. You must ensure your membership card as soon as issued is in your possession.
- 5.4. Your membership card is only to be used by you and is not to be given to any other person for the purpose of accruing Points, redeeming Rewards or for any other purpose.
- 5.5. It is your responsibility to protect your membership card and to take precautions against its theft, loss, damage or misuse.
- 5.6. You acknowledge that the Club does not accept responsibility and the Club does not accept liability for the theft, loss, misuse of or fault in your membership card (including the failure of your membership card to accrue Points).
- 5.7. If your membership card is lost or stolen, you will need to provide the Club with photo identification as required by the Club from time to time in order to obtain a replacement membership card.

6. POINTS & REWARDS

- 6.1. You will accrue Points as a result of certain eligible transactions at the standard rate unless otherwise stated. The standard rate of accrual of Points will be published by the Club, which will be subject to change from time to time.
 - 6.1.1. Earning level for Electronic Gaming Machines is \$10 turnover = 1 point
 - 6.1.2. Earning level for Food & Beverage is \$2 = 1 point.
 - 6.1.3. Earning level for Keno is \$2 = 1 point.
- 6.2. It is your responsibility to ensure that your membership card is;
 - 6.2.1. inserted into, and accepted by a gaming machine, or point of sale terminal, or other device provided by the Club, that identifies and accrues points, and;
 - 6.2.2. is working and accruing Points during the course of your play of the gaming machine, or at point of sale terminals, or other device provided by the Club etc. (as the case may be).
- 6.3. The Club is not liable for the failure of your membership card to accrue Points or any reason whatsoever (including but not limited to membership card terminal error, operator error or misrepresentation, the Club's act or omission (including negligence), or membership card malfunction).
- 6.4. The Club reserves the right:
 - 6.4.1. to adjust the number of Points you have accrued if the Points were accrued as a result of membership card terminal error, operator error or

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misrepresentation, the Club's act or omission (including negligence), membership card malfunction or for any other reason resulting in the Points being invalidly accrued; and

- 6.4.2. to change the rate and manner in which Points are accrued (including but not limited to the transactions that the Club classify as eligible transactions and the standard rate of Point accrual) and set and change the number of Points to be redeemed for any Rewards.
- 6.5. Points will not validly accrue on your membership card while it is being used by another person.
- 6.6. You may only redeem Rewards from Points validly accrued by you and the Club may require proof of identification when you request or redeem a Reward.
 - 6.6.1 The value of points redeemed is equal to 1cent per point.
- 6.7. Based on your Tier Level you will be offered a discount percentage from the Member Price for the purchase of food & beverage or any other product as determined by the Club when paying with Points. The rate of discount that applies will be published by the Club, which will be subject to change from time to time
- 6.8. Points earned by you can only be redeemed for Rewards by 30 JUNE of each year (or such other period as the Club may specify from time to time). Any points not redeemed by that date (or such other period as the Club may specify from time to time) will be forfeited.
 - 6.8.1. Points earned by DIAMOND members will not expire (Subject to change at the Club's sole discretion).
- 6.9. Points used by you to redeem Rewards will be deducted from your Player Account balance when you submit your request to redeem a Reward.
- 6.10. The Club will not be responsible for replacing Points due to a lost, stolen, damaged or faulty membership card.
- 6.11. Rewards are redeemable on a first come first served basis.
- 6.12. Rewards are not transferable, refundable or exchangeable for cash.
- 6.13. You will not be permitted to deposit money on your membership card.
- 6.14. Rewards are subject to availability and the Club reserves the right to cancel, withdraw or substitute any Rewards at any time in the Club's absolute discretion.
- 6.15. The Club does not accept liability for:
 - 6.15.1. any lost or stolen Rewards or Rewards vouchers after they have been issued;
 - 6.15.2. any loss or damage arising from the Club's cancellation, withdrawal or substitution of any Rewards; or
 - 6.15.3. the unavailability of any Rewards that the Club previously displayed or promoted as being available for the redemption of Points.

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- 6.16. The Club makes no representation and give no warranty (either expressly or impliedly) as to the quality, standard, fitness or suitability for purpose of the Rewards.
- 6.17. From time to time the Merimbula RSL 'GEM' Rewards programme may provide members with additional offers, the offers will be at the sole discretion of the Club. All offers will be provided with a validity date to which the offers must be redeemed, after the validity date the offers will expire.
- 6.18. The Club reserves the right to determine the level of value of Visitation Points and the period when the Visitation Points will be available. Visitation Points apply to one swipe per member per day. The rate of Visitation Points that applies will be published by the Club.
- 6.19. The Club reserves the right to determine the level of value and offers of the Birthday Bonus and the period when the Birthday Bonus will be available. Birthday Bonus apply to one swipe per member during the month of their birthday. The rate of Birthday Bonus that applies will be published by the Club
- 6.20. The Club reserves the right to determine who and how many Tier members will be invited to any Celebration Dinners. The Club also reserves the right to select the Events and or promotions.
- 6.21 The Club reserves the right to determine who and how many Tier members will receive an Annual Recognition Gift. The Club also reserves the right to select the Annual Recognition Gift and the value associated with that Gift
- 6.22. Any points earned as a bonus through promotional activity or manual additions are not included in the points tally for the purpose of calculating tier qualifications.

7. PRIVACY

- 7.1. The information the Club collects arising directly or indirectly out of or in connection with your membership shall become and remain the Club's property.
- 7.2. You consent to the Club collecting and retaining your personal information (including information concerning your membership) for the purposes of:
 - 7.2.1. carrying out the functions and activities that are necessary for the Club to meet our obligations to you under these terms and conditions;
 - 7.2.2. disclosing your personal information to third parties who are engaged by the Club to assist in meeting the Club's obligations to you under these terms and conditions;
 - 7.2.3. marketing the Club's goods and services to you;
 - 7.2.4. disclosing your personal information to selected third parties to allow them to market their goods and services to you unless you inform the Club otherwise; and

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- 7.2.5. meeting legal requirements or fulfilling any purpose authorised by or under law.
- 7.3. The Club will, at your request, provide you with access to your personal information held by the Club if (in our opinion) it is reasonable to do so.
- 7.4. It is your responsibility to ensure that your personal information held by the Club is accurate, complete and up-to-date. Where reasonable, you will be granted access to your personal information for the purposes of establishing that the information is accurate, complete and up-to-date.
- 8. Personal identification Number (PIN)**
- 8.2 All membership cards have a personal identification number (PIN) that is four standard digits
- 8.3 Each membership card is issued with a standard 4 digit PIN number which is the DD/MM of the member's birthday
- 8.4 It is the members responsibility to change the PIN number to protect their Merimbula RSL 'GEM' Rewards points
- 8.5 A PIN number selected by a member must not be disclosed to another person or member
- 8.6 If a member has forgotten their personal PIN number, the PIN number can be reset by reception staff if the member presents their membership card and or Membership Kiosk.

9 TERMINATION OF THE MERIMBULA RSL 'GEM' REWARDS PROGRAM

- 9.1 You may terminate your membership at any time by giving written notice to the Club or by returning your membership card to the Club, at which time, all Points and associated Rewards (whether they be Points and Rewards having accrued or not) will be permanently cancelled.
- 9.2 The Club may terminate or suspend your membership (in our absolute discretion) if the Club believes (in the Club's absolute discretion) that the following occurs:
- 9.2.1 you fail to strictly comply with these terms and conditions
- 9.2.2 your Club membership expires, or is cancelled or is suspended;
- 9.2.3 your conduct is deemed to be offensive, dishonest, disruptive, intimidating, unbecoming or prejudicial to the Club's interests;
- 9.2.4 you interfere with or misuse any equipment or property;
- 9.2.5 you pass away or are declared a bankrupt; or
- 9.2.6 you become an employee of the Club.

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- 9.3** In the event the Club terminates your membership;
- 9.3.1** all of your Points and associated Rewards (whether they be Points and Rewards having accrued or not) will automatically be cancelled (and for the purpose of clarity will not be redeemable) from the time the Club terminates your membership; and
- 9.3.2** you must immediately return your membership card to the Club.
- 9.4** The Club may suspend or terminate the operation of Merimbula RSL 'GEM' Rewards at any time and without prior notice to you. The Club gives no warranty as to the continuing availability of Merimbula RSL Rewards.
- 9.5** Due to legislative restrictions on gaming related advertisements, a notice informing members of the suspension or termination of the operation of Merimbula RSL 'GEM' Rewards may only be displayed in certain areas within the Club's premises (Members Notice).
- 9.6** In the event that the operation of Merimbula RSL 'GEM' Rewards is terminated for whatever reason, all Points may be cancelled 30 days from the Club issuing a Members Notice and you will not be able to redeem any Rewards 30 days after the Club issues a Members Notice.