

Schedule 1 RED LION HOTEL LOYALTY PROGRAM

DETAILS OF LOYALTY PROGRAM

Item 1	Venue	Red Lion Hotel of 221 Main Road, Ballarat VIC 3350
Item 2	Venue Operator	Bacceney Ptd Ltd 89 007 353 755 of 'Lydiard House' Level 3, 17 Lydiard Street, Ballarat North VIC 3350
Item 3	Website	www.theredlion.com.au
Item 4	The basis and rate upon which you may earn Points (clause 6.6 of Member Rules)	Food and Beverage purchases: accumulate 5 per cent in sales, one point is 20 cents. ie: if you spend 20 dollars you earn 100 points. The Venue Operator will notify you prior to changing the basis and the rate upon which you earn Points.
Item 5	Expiry of Points (clause 6.9 of the Member Rules)	Points will expire twelve (12) months from the date they are earned.

Member Rules

- 1 **Acceptance of Rules**
 - 1.1 These Rules apply to your membership of the Program which is operated at the Venue by the Venue Operator.
 - 1.2 By becoming a member of the Program, using your Member Card or using or accessing any of the benefits arising from the Program you unconditionally and irrevocably acknowledge and agree:
 - a. that you have read and understood these Rules;
 - b. that you will comply with and be bound by these Rules;
 - c. that your Personal Information will be dealt with in accordance with clause 12 of these Rules; and
 - d. to comply with and be bound by the Venue Rules.
 - 1.3 You acknowledge that you have read and understood these Rules.
- 2 **Membership**
 - 2.1 The Program is provided and administered by the Venue Operator. Certain services relating to the Program may be provided by BePoz.
 - 2.2 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 Venue Operator to evidence your eligibility to join the Program.
 - 2.3 If you do not qualify or are unable to produce evidence acceptable to the Venue Operator, the Venue Operator will immediately reject your membership application or cancel your existing membership (if any) and you agree that any Points and Rewards that you may have accrued will be immediately forfeited.
 - 2.4 To apply for membership of the Program, you must:
 - a. complete and sign the Program membership application form;
 - b. agree to these Rules; and
 - c. activate your Member Card at the Kiosk or with the assistance of the Venue's staff.
 - 2.5 You warrant in favour of the Venue Operator that all information that you provide on your Program membership application form is true and correct.
 - 2.6 The Venue Operator has the right to refuse your application for membership in its sole and absolute discretion and without providing you with any reason.
- 2.7 Only one membership per person is permitted at the Venue. Your Member Card is only operative at the Venue.
- 3 **Notices**
 - 3.1 An electronic communication from either the Venue Operator will satisfy any requirement for a written communication including for a written notice under these Rules unless otherwise stated. For the avoidance of doubt, for the purpose of these Rules, and electronic communication includes a communication with you via the Kiosk.
 - 3.2 An email sent to you by the Venue Operator will be taken to be received by you on the next business day after it was sent, provided the Venue Operator has sent it to the most current email address provided by you. An email that you send to the Venue Operator will be taken to be received by the Venue Operator on the next business day after you send it, provided you send it to the most current email address provided by the Venue Operator.
 - 3.3 It is your responsibility to ensure that your contact details, including your email address is current at all times. The Venue Operator takes no responsibility for delays or non-receipt of information if you do not keep your contact information up to date.
 - 3.4 You will notify the Venue Operator in writing of any change of email address and postal address as soon as possible. The Venue Operator may require any reasonable written proof necessary to verify the change.
- 4 **Member Cards**
 - 4.1 Only one Member Card will be issued per person. A Member Card issued to you is personal to you. Member Cards remain the property of the Venue Operator (even when it is in your possession) and must be returned to the Venue Operator on demand.
 - 4.2 It is your responsibility to protect your Member Card and take precautions against loss, theft or any unauthorised use. The Venue Operator does not accept any responsibility for misuse of lost or stolen Member Cards. You must immediately report to the Venue Operator any Member Card that is lost or stolen.
 - 4.3 You must present identification acceptable to the Venue Operator to receive a replacement Member Card and you may be charged a fee for a replacement Member Card. The Venue Operator reserves the right to cancel your membership if you claim an excessive number (in the Venue Operator's sole opinion) of lost, stolen or damaged Member Cards.
 - 4.4 The Venue Operator reserves the right at any time to require a person using a Member Card

- to provide valid identification to verify that that person is entitled to use that Member Card.
- 5 Points**
- 5.1 You may earn Points by visiting the Venue and Swiping your Member Card or when making a purchase at certain point of sale locations within the Venue.
- 5.2 It is your responsibility to ensure that Points are actually registered when you Swipe your Member Card at the Kiosk or at point of sale locations at the Venue. If you become aware that the Kiosk is not working, you should inform Venue staff.
- 5.3 Your membership (including all Points and Rewards earned through your membership) is personal to you. Your membership and benefits associated with being a member of the Program (including Points and Rewards earned through your membership) are not transferrable to anyone else, including in the event of your death. Points are not exchangeable for cash.
- 5.4 Unless otherwise determined by the Venue Operator acting in its sole and absolute discretion, the basis and the rate upon which you may earn Points is set out in item 4 of the cover page to these Rules. The Venue Operator will notify you prior to changing the basis and the rate upon which you earn Points.
- 5.5 The Venue Operator may, in its sole and absolute discretion and on terms and conditions determined by the Venue Operator, from time to time introduce additional means of earning Points, including vouchers and other special offers.
- 5.6 The Venue Operator 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, Venue Operator fault or mistake, misrepresentation, where there has been misuse or the Venue Operator reasonably suspects that there has been misuse of your Member Card or as a result of any other impropriety.
- 5.7 Unless otherwise specified by the Venue Operator, Points will automatically expire within the time period specified in item 5 of the cover page to these Rules.
- 5.8 Subject to clause 5.6, any notice issued by the Venue Operator (whether via the Kiosk, or otherwise) regarding the number of Points accrued to you will be final and conclusive.
- 6 Rewards**
- 6.1 Points that you have accrued through your membership to the Program can be exchanged for available Rewards offered by the Venue Operator.
- 6.2 If you do not have enough Points to obtain a particular Reward, you will not be able to claim that Reward. Additional Points cannot be purchased.
- 6.3 The Venue Operator 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.
- 6.4 Rewards are subject to change and availability and may be subject to certain conditions. The Venue Operator 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.
- 6.5 Subject to the consumer guarantees set out in Division 1 of Part 3-2 of C of the Australian Consumer Law and except to the extent otherwise required by law:
- Rewards cannot be returned or exchanged, or refunded for Points; and
 - the Venue Operator does not make any warranties or representations to you in connection with any Rewards and expressly disclaims all liability for all Claims (including Claims for Consequential Loss) with respect to type, quality and standards of Rewards and your use of the Rewards.
- 6.6 Rewards will not comprise any gaming products or services and Points cannot be used as credit on Gaming Machines.
- 7 Promotions**
- 7.1 From time to time, you may be invited to participate in Promotions at the Venue. 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.
- 7.2 Subject to the consumer guarantees set out in Division 1 of Part 3-2 of C of the Australian Consumer Law and to the extent otherwise permitted by law, neither the Venue Operator nor BePoz make any warranties or representations to you in connection with any Promotions (or any Prizes awarded under any Promotions) and expressly disclaims all liability for Claims (including Claims for Consequential Loss) with respect to type, quality and standard of those Promotions and Prizes.
- 8 Offers**
- 8.1 Your membership of the Program may from time to time give you an opportunity to access Offers.
- 8.2 You acknowledge and agree that Offers are not offered or provided by the Venue Operator and that, subject to the Australian Consumer Law and to the extent otherwise permitted by law, the Venue Operator has no liability whatsoever to you in relation to Offers, even if:
- branding for the Program is used in connection with Offers; and

- b. you access Offers via the Kiosk, via the Website or via any other materials provided to you by the Venue Operator.
- 8.3 You acknowledge that Offers may be subject to terms and conditions of the third-party provider of that third party Offer and may be withdrawn at any time.
- 8.4 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 and agree that you enter your credit card details in the Kiosk at your own risk.
- 9 Termination and suspension of membership by the Venue Operator**
- 9.1 The Venue Operator may suspend your membership in the Program to investigate your membership and the use of your Member Card if the Venue Operator 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. The Venue Operator will notify you in writing of such suspension.
- 9.2 The Venue Operator may at its sole discretion immediately terminate your membership of the Program if it determines, acting reasonably that:
- you are in breach of the Rules, the Venue Rules or any procedures, policies or rules imposed by the Venue Operator;
 - you do not comply with the terms and conditions relating to any Third Party Offer or Promotion;
 - you misuse your Member Card or have used the Member Card of another person; and/or
 - you behave in a manner which the Venue Operator (in its sole discretion) considers to be dishonest, offensive, disruptive, intimidating, illegal and/or improper.
- 9.3 If your membership is cancelled pursuant to clause 9.2:
- the Venue Operator will notify you of the cancellation in writing;
 - any Points and Rewards you have accumulated will automatically be forfeited (unless the Venue Operator determines otherwise);
 - you will not be eligible to receive any benefits offered under the Program; and
 - you must immediately return your Member Card to the Venue Operator.
- 9.4 If you die, your membership will be automatically cancelled, and your Points will be deemed to be immediately forfeited.
- 10 Termination of the Program by the Venue Operator**
- 10.1 The Venue Operator reserves the right to, at any time and from time to time, terminate the Program in whole or in part or suspend it for any period for any reason by giving thirty (30) days' notice to you on the Website or on the Kiosk.
- 10.2 You acknowledge and agree that the Venue Operator makes no representation or warranty that the Program will continue to be available for any period of time.
- 10.3 If the Venue Operator terminates or suspends the Program pursuant to clause 10.1 you will have thirty (30) days from the date of the Venue Operator's notice to redeem all Points and Rewards. Points and Rewards that are not redeemed after this time will be forfeited.
- 11 Consequences of Suspension or Termination**
- 11.1 If your membership in the Program is terminated for any reason:
- all benefits associated with the Program whether they have accrued or not will lapse
- 11.2 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.
- 11.3 You agree that the Venue Operator will not be liable for any loss or damage whatsoever (including Consequential Loss) which you or anyone else may suffer as a result of any termination or suspension of your membership in the Program.
- 12 Privacy**
- 12.1 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):
- these Rules;
 - the privacy policy of the Venue Operator
- 12.2 You authorise the Venue Operator to disclose your Personal Information to BePoz and Associated Persons to allow BePoz to provide certain services to you as part of the Program.
- 12.3 Subject to clause 12.8, you authorise the Venue Operator to collect, hold, use, transfer and disclose your Personal Information to third parties in connection with the following purposes:
- 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. improving customer service by means of research, marketing, service or product development or planning;
 - e. analysing your use of goods and services provided by the Venue Operator;
 - f. compliance by the Venue Operator with any law; and
 - g. compliance by the Venue Operator with any lawful request of a law enforcement agency or government authority; and
 - h. any other purpose specified in the privacy policy of the Venue Operator,
- (together, the **Permitted Purposes**).
- 12.4 By agreeing to these Rules, you unconditionally and irrevocably acknowledge that you consent to the collection, use and disclosure of your personal information on the terms described in that collection notice.
- 12.5 The privacy and collection practices of entities to whom we disclose personal information are governed by their own privacy policies and collection notices.
- 12.6 If you send the Venue Operator 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 the Venue Operator at the Venue in accordance with the details set out in the privacy policy referred to in clause 12.1 above regarding your Personal Information.
- 12.7 Subject to clause 12.9, you authorise any person who provides services in relation to a Permitted Purpose to collect, use and disclose to third parties your Personal Information to the extent they consider the collection, use and disclosure to be reasonably necessary for any Permitted Purpose.
- 12.8 You must notify the Venue Operator if you do not wish to receive marketing materials or be contacted in relation to Promotions or Offers or do not want to be contacted using a particular method (e.g. phone, email or SMS) by , or by writing to the Venue Operator.
- 12.9 If you receive any communication from the Venue Operator that you have asked not to receive under clause 12.8, you must immediately inform the Venue Operator who will use reasonable endeavours to prevent such unauthorised communication re-occurring.
- 13 Information Access**
- 13.1 At any time while you are a member of the Program you may access the information held
- by the Venue Operator in relation to your existing or any prior membership of the Program. The Venue Operator may in its sole discretion charge a fee not exceeding \$20.00 for providing you with such access.
- 13.2 You must produce valid identification acceptable to the Venue Operator to evidence your current or prior membership of the Program before the Venue Operator will grant you access to information held by the Venue Operator in relation to your existing or any prior membership of the Program. Unless required by law and other than for a Permitted Purpose, the Venue Operator will not allow a third party to access any information that it holds in relation to your membership of the Program on your behalf.
- 14 General**
- 14.1 Subject to consumer guarantees set out in Division 1 of Part 3-2 of Schedule C 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 the Venue Operator and their Associated Persons from any Claim arising in connection with the Program, Promotions, Prizes, Points, Rewards and Offers, including (without limitation) Claims that relate to any errors or admissions (including negligence) in representations, information, publications or advertisements directly or indirectly pertaining to the Program, Promotions, Prizes, Points, Rewards or 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 Offers) are excluded by the Venue Operator;
 - c. the Venue Operator 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 Offers and you release and discharge, and continue to release and discharge, the Venue Operator from any and all liability for any such Claim; and
 - d. the Venue Operator will use reasonable endeavours to transmit notices and other relevant information to you whether via the Kiosk, the Website or by other means, but the Venue Operator 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, the Venue Operator will not be liable to you as a

result of any inaccuracy contained in the Program, the Rules and any notices or information.

- 14.2 Decisions made by the Venue Operator in relation to membership and/or the administration of the Program are final, and no correspondence will be entered into.
- 14.3 Any tax assessment or other government charge or liability or reporting requirement in relation to your participation in the Program, Promotions, receipt of Prizes, the receipt or redemption of Points or the receipt of any Rewards is your sole responsibility.
- 14.4 If any part of the Rules is at any time 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 the Rules and the remainder of the Rules will continue to have full force and effect.
- 14.5 These Rules and the operation of the Program are governed by the laws of the state of Victoria.
- 15 **Changes to the Program and Rules**
- 15.1 The Venue Operator reserves the right to, at any time and without prior notice to you, make changes to the Program and the policies and procedures concerning the manner in which Points and Rewards are earned and redeemed.
- 15.2 The Venue Operator may, at any time and after fourteen (14) days' notice by public notice displayed at the Venue or on the Website, change these Rules. It is your responsibility to ensure that you are up to date with these Rules.
- 15.3 A copy of the current Rules may be obtained from the Venue, via the Kiosk 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.

16 Definitions

In these Rules:

Act means the *Gambling Regulation 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 owners of PVS and the Venue Operator, respectively, (as is applicable).

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

Claim means any loss, cost, claim, liability, demand or damage.

Consequential Loss means loss of use, loss of production, loss of profit, loss of revenue, loss of earnings, loss of goodwill, loss of anticipated saving, financing costs, or any other

consequential loss or damage not described in this definition.

Kiosk means the kiosks situated at the Venue which accept the Member Card.

Member Card means the Member Card validly issued by the Venue Operator to you in relation to your membership of the Program at the Venue and upon which Points which you accrue are recorded (and includes any temporary Member Card(s) issued to you).

Permitted Purposes means the purposes specified in clause 12.3

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 be ascertained, including without limitation:

- a. details in relation to your patronage of the Venue;
- b. details in relation to any loss limits or time limits you set on your game play and your Player Activity Statements;
- c. details in relation to Points that you have accrued;
- d. details in relation to requests you have made for Rewards (and the outcome of those requests); and
- e. 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.

Points means points awarded by the Venue Operator to you when you:

- f. visit the Venue and Swipe your Member Card at a Kiosk;
- g. Swipe your Member Card at the various point of sale locations at the Venue; and
- h. Swipe your Member Card when playing Gaming Machines at a Venue.

Prize means a prize, consisting of money, goods, additional Points or some other benefit, awarded by the Venue Operator to you as part of a Promotion.

Program means the loyalty program operated by the Venue Operator at the Venue and which is governed in accordance with these Rules.

Promotion means a promotion which is conducted at the Venue.

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

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

earn 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 thereto from time to time by the Venue Operator in its absolute and sole discretion.

Swipe means, in relation to a Member Card, to insert, swipe, touch or otherwise interface and exchange data between the Member Card, a Kiosk, a point of sale location or a Gaming Machine at the Venue.

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). For the avoidance of doubt, Promotions are not considered to be Offers.

Venue means the venue specified in item 1 of the cover page of these Rules who is participating in the Program and in relation to which you have been granted membership of the Program, further details of which can be found at the Website.

Venue Operator means the operator of the Venue listed item 2 of the cover page these Rules.

Venue Rules means the rules issued by the Venue Operator that apply to your attendance at the Venue.

Website means the Venue Operator's website specified in item 3 of the cover page of these Rules.

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.