

BREAKERS PEARL REWARDS PROGRAM

**YOUR
CLUB
YOUR
REWARDS**

Our thanks to you



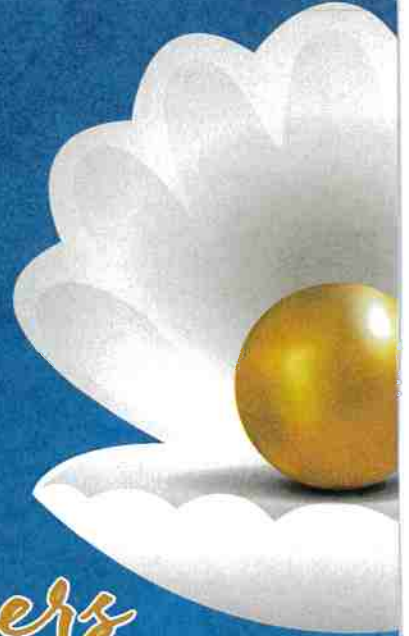
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Your local Club Supporting
Our local Community

TERMS & CONDITIONS APPLY
Please see reception for details.

Breakers
**PEARL
REWARDS**
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BREAKERS
COUNTRY CLUB
WAMBERAL

Terms & Conditions
EFFECTIVE 04TH JUL 2018

1. GENERAL

1.1. These terms and conditions apply to the rewards scheme known as Breakers Pearl Rewards (Breakers Country Club Members' Rewards Program). Breakers Pearl Rewards has been established and is administered by Terrigal Memorial Country Club Limited ABN 33 000 826 086 (hereafter referred to as the Club).

1.2. These terms and conditions are separately for the benefit, and separately enforceable by, each of the Club and the Breakers Pearl 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.

A list of the Partners will be published, which will be subject to change from time to time

1.3. References to:

1.3.1. "we", "our", and "us" are references to the Club and all Breakers Pearl 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 Breakers Pearl Rewards unless the context otherwise requires.

1.4. By participating in Breakers Pearl 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 Breakers Pearl Rewards can be amended from the Club from time to time. A PDF copy of the current terms and conditions is available from the CEO 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).

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 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 Breakers Pearl 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 or 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 Breakers Pearl 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 your 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 Breakers Pearl 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 Breakers Pearl Rewards, will form part of the terms and conditions of the Breakers Pearl 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

EFFECTIVE 04TH JUL 2018

In these terms and conditions unless the context otherwise requires:

- 2.1. "Redemption" occurs when a Participant uses Rewards Points to redeem a Reward from the Club.
- 2.2. "the Club" means the Terrigal Memorial Country Club t/a Breakers Country Club
- 2.3. "Eligible Members" means those members referred to in clause 3.1 of the Terms and Conditions.
- 2.4. "Breakers Pearl Rewards" means the Club's Loyalty Rewards program in terms of which Eligible Members may accrue Rewards Points and may redeem Rewards Points for 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 Breakers Pearl Rewards as provided in clause 3.3 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 July 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 to 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 Breakers Pearl 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 Breakers Pearl Rewards program at any time, by notifying the CEO in writing.
- 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 (5) FIVE tier levels of membership, being WHITE PEARL, BLACK PEARL, GOLDEN PEARL, BLUE PEARL and LAVENDER Pearl, with the entry level to the FIVE tiers commencing with LAVENDER Pearl.
- 4.2.** All eligible members are automatically granted the introductory level of LAVENDER Pearl.
- 4.3.** To be eligible for BLUE PEARL membership you must earn and maintain the number of Points required under Breakers Pearl 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 BLUE PEARL membership will be published by the Club, which will be subject to change from time to time.
- 4.4.** To be eligible for GOLDEN PEARL membership you must earn and maintain the number of Points required under Breakers Pearl 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 GOLDEN PEARL membership will be published by the Club, which will be subject to change from time to time.
- 4.5.** To be eligible for BLACK PEARL membership you must earn and maintain the number of Points required under Breakers Pearl 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 BLACK PEARL membership will be published by the Club, which will be subject to change from time to time.
- 4.6.** To be eligible for WHITE PEARL membership you must earn and maintain the number of Points required under Breakers Pearl 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 WHITE PEARL membership will be published by the Club, which will be subject to change from time to time.
- 4.7.** Members will be reviewed for promotion to a higher tier level each month
- 4.8.** Members will be reviewed for demotion of a tier level during January and July each year.
- 4.9.** The Club reserves the right to make any changes to these terms and conditions, at any time, including to;
- 4.9.1.** 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 Rewards;
- 4.9.2.** set and change the number of Points required to be earned and maintained under the Breakers Pearl Rewards within any period for eligibility to any tier of membership within the Scheme;

- 4.9.3. move your membership into another tier of membership regardless of the amount of Points accrued by you at any time without notice to you.
- 4.10. 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 Breakers Pearl Rewards Brochure:

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 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 \$8 turnover = 1 point
 - 6.1.2. Earning level for Food & Beverage is \$1 = 1 point.
- 6.2. Each month you will be rewarded Bonus Point Multiplier based on your Tier Level of the previous month. The rate of accrual of Bonus Point Multiplier will be published by the Club, which will be subject to change from time to time
 - 6.2.1. The Bonus Point Multiplier will apply to Bonus Points earned on purchases for any points referred to in clause 6.1.
 - 6.2.2. The Bonus Points Multiplier will be added to your account on the first day of the following month.
- 6.3. It is your responsibility to ensure that your membership card is;

- 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.
- 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 Breakers Pearl 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.
- 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.
- 6.20.** The Club reserves the right to determine the level of value, the type of gift and the period when the gift will be given for the Recognition Gift Pack for WHITE PEARL and BLACK PEARL Tier members.
- 6.21.** The Club reserves the right to determine who and how many WHITE PEARL Tier members will be invited to any Exclusive Events and Promotions. The Club also reserves the right to select the Events and or promotions.
- 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
 - 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 membership number
- 8.4** It is the members responsibility to change the PIN number to protect their Breakers Pearl 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 gaming staff if the member presents their membership card.

9 TERMINATION OF THE Breakers Pearl 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 pass away or are declared a bankrupt; or
 - 9.2.5** you become and an employee of the club
- 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 Breakers Pearl Rewards at any time and without prior notice to you. The Club gives no warranty as to the continuing availability of Rewards.
- 9.5** Due to legislative restrictions on gaming related advertisements, a notice informing members of the suspension or termination of the operation of Breakers Pearl Rewards may only be displayed in certain areas within the Club's premises (Members Notice).
- 9.6** In the event that the operation of Breakers Pearl 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.