

EDP Eureka Rewards Gaming Loyalty Terms and Conditions

1. GLOSSARY OF TERMS

“**Card**” means the card issued to you that incorporates the **EDP Eureka Rewards Loyalty System** and carries the EDP Hotel Group logos.

“**Conditions**” and “**Terms & Conditions**” means the terms and conditions contained in this document.

“**EDP Hotel Group**” is a registered business name of EDP Hotel Group ABN: 22105129591 and includes a number of participating hotels. A list of the hotels is included on the application form and varied from time to time. This Group is the operator of the EDP Reward Loyalty System.

“**EDP Eureka Rewards Loyalty System**” means a mag stripe-based loyalty program operated by EDP Hotel GROUP and supplied by BHGLS Pty Ltd and used in each participating venue. The system allows you to be rewarded by points or other promotional activities by purchasing goods and services from participating venues using your Card and you are awarded points or additional rewards in accordance with these terms and conditions.

“**EDP Eureka Rewards account**” means an account in which all points issued and redeemed are recorded. This account is linked to your card and enables the EDP Group to reconcile your points and provide information to you on each transaction when points were earned or redeemed. The account is also used to facilitate an activity statement (see clause 3.15).

“**Gambling activity**” means playing a gaming machine

“**Member**” means “You” the person who has completed and signed the application

“**Point**” means a loyalty point issued or redeemed by any participating venue as part of the **EDP Eureka Rewards Loyalty System**. (see also Status Points below).

“**Participating venues**” or “**venue**” means a venue that is part of the EDP Hotel Group and is displaying a logo or other signage indicating that the venue is part of the **EDP Eureka Rewards Loyalty System**.

“**Promotional Activities**” means additional opportunities for you earn points or benefits by using your card rewards in respect of gambling activity. These activities may relate directly to gambling activity but may include participating; Trade Promotions, redemption of point promotion, use of your card by attending a venue or other benefits or rewards offered by a venue.

“**Redeem**”, means to exchange **points** for a cash or other prizes or benefits.

“**Status Point**” are additional points or benefits offered proportionate to gambling activity and include non-monetary privileges attached to tiers. These benefits are not transferrable and cannot be redeemed for cash.

“**You**” means the member who completed the EDP Hotel Group membership application form and any person who uses the card

“**We, Us, Our** and **Ours**” means EDP Eureka Rewards Loyalty System operators and each Participating venue.

2. GENERAL

2.1. These terms and conditions may be changed or varied at any time by EDP Hotel Group without notice and / or without assigning any reason. EDP Hotel Group may also change at any time without notice any other matter connected to the Program, including, but not limited to changes of

- accrual rates for earning points
- the means by which Points may be accrued
- points required to qualify for a particular Reward
- rewards offered in connection with the Program
- points required to be eligible for a particular category of membership
- eligibility ages
- participants

Note: Any changes or variations to the terms and conditions will not be retrospective. And, these can only take affect from the date of introduction.

2.2. The card may be used only by the you the person who completed an application form in accordance with EDP Eureka Rewards Terms & Conditions of use

2.3. Any changes will be published on EDP Eureka Rewards website. Terms & conditions will also be available on premise at all Participating Venues

2.4. EDP Hotel Group reserves the right to terminate the Program at any time. Upon such termination, Members will have three months (or such longer period as EDP Hotel Group may specify) from the date of notice of termination within which to accrue and redeem Points. At the end of the relevant period, all Points not redeemed will expire.

2.5. First use of a Card by a Member and or by you signing of a membership application means that you have read and understood these terms and conditions and accept them as well as any rules, policies and procedures that may be adopted by EDP Eureka Rewards

You also confirm your eligibility for membership, as amended from time to time.

You further agree to as soon as reasonably practical advise EDP Hotel Group of any change of address and other personal details provided by the Member on the application for membership to the Program. Failure to advise may result in members not receiving the opportunity of participating in new promotional activities.

2.6. EDP Hotel Group will not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct, indirect or consequential loss) or for personal injury which is suffered or sustained by a Member as a result of their membership to this Program, except for any liability that cannot be excluded by law.

2.7. EDP Hotel Group's decision on all matters pertaining to the Program, including but not limited to the distribution of rewards, is final and binding with no correspondence being entered into.

3. MEMBERSHIP

3.1. Membership of the Program provides Members with the opportunity to participate in promotions and to accumulate Points for the purchase or use of Eligible Goods and Services.

3.2. The number of Status Points earned by Members will determine their eligibility for tiered Rewards during the period of the membership of the Program if such a scheme is employed.

3.3. Membership to EDP Eureka Rewards LOYALTY is free.

3.4. You may not hold more than one EDP Eureka Rewards loyalty membership.

3.5. Membership is not available to employees and their immediate families of EDP Hotel Group affiliated companies or agencies including employees at venues associated with this Program.

3.6. You must be over the age of 18 years and you must complete a membership application form at any participating venue

3.7. On completion of a membership application, you will be issued with a Card. EDP Hotel Group will determine the manner of delivery for a Card to a Member at its absolute discretion.

EDP Hotel Group will not be responsible for any loss suffered by a Member due to non-delivery of a Card, provided that EDP Hotel Group correctly addressed the delivery to the address provided by the Member to EDP Hotel Group.

3.8. You may use your card at any participating EDP Hotel Group venue as soon as you receive the card

3.9. EDP Hotel Group reserves the right to refuse any application for membership or terminate membership at any time for any reason, at its sole discretion, including without limitation

- if you have breached any of the terms and conditions
- or has been barred under the Liquor Licensing Act

If are barred from gaming areas or from purchasing a gaming product, you will be removed from all mailing lists, but you may continue, at the discretion of the EDP Hotel Group to continue using your card in other areas of a participating venue.

In the event that membership is terminated, all accumulated Points or benefits above the minimum value will be available for redemption for a period of 7 days from any participating venue.

3.10. The Card remains the property of EDP Hotel Group and must be returned upon request

3.11. Members must notify EDP Hotel Group immediately if the Card is lost or stolen

3.12. EDP Hotel Group reserve the right to cancel your membership if you have no activity recorded on your card within any 24 months. Any points or other rewards recorded at the time of cancellation pursuant to this clause will be forfeited.

3.13. EDP Hotel Group offers members regular reports of their gaming activity. This information may be accessed for any period of up to 24 months preceding the date of the request. This activity statement will be available from any participating venue by accessing the member kiosk. The activity statement will report the Member's current points balance at the date of reporting, together with a summary of points earned and points redeemed at EDP Hotel Group for the requested period. Where the member has participated in gaming activity, this activity will also be reported for the nominated period.

3.14. EDP Hotel Group accepts no responsibility for fraudulent use of lost or stolen Cards. Any fraud or misuse of the Card or improper conduct (as determined by EDP Hotel Group in its absolute discretion) or breach of these terms and conditions will result in EDP Hotel Group taking appropriate action (as determined by EDP Hotel Group in its absolute discretion) which may include the cancellation of membership and the forfeiture of the Card and any Points.

4. POINTS

4.1. Points are not transferable. Points may only be redeemed by you the Member who has earned them. Proof of identification may be required.

4.2. All Points are redeemed on a first earned / first redeemed basis

4.3. In addition to deductions for redemptions, EDP Hotel Group will deduct from the points balance, any points credited in error and any points relating to a transaction which is cancelled or reversed or where a refund is given.

4.4. In the event there being insufficient points on your account, you may be required to pay for those points issued at the time of the transaction for which the refund is being sought.

4.5. You may check the number of points in your account at any participating EDP Hotel Group venue either via the member kiosk or from the cashier

4.6. Points are available for redemption for a period of 24 months from the date earned. EDP Hotel Group reserve the right to cancel points older than 24 months if not used prior.

5. EARNING POINTS

5.1. Your Card must be presented at each transaction to earn points. In order to obtain points, you must notify the participating venue prior to the purchase transaction that it is an EDP Hotel Group Loyalty purchase by presenting your Card at the point of sale.

5.2 From time to time members may be provided with the opportunity to participate in promotions which enable them to earn more points or other benefits. This may include participation in trade promotions designed to reward existing members. These promotions may be trade promotions where the maximum value of the points or benefits earned do not exceed \$5,000. In addition, membership may provide an opportunity for members to participate in other major trade promotions for which a separate licence is required. These promotions are also restricted to members and are offered to reward you for your loyalty.

5.3. EDP Hotel Group points may also be credited to your EDP Eureka Rewards account for promotional and incentive programs including promotional activities offered by participating venues from time to time. EDP Hotel Group will determine goods or services qualify for the promotional activities and the number of points that will be credited to your account for such purchases.

5.4. EDP Hotel Group is not responsible and will not accept any liability for a Card or system failure or the Member not swiping or incorrectly swiping their Card at the point of sale of a Service Provider, nor is it under any obligation to provide the Member with Points under any of these circumstances.

5.5. Any Points accrued for any purchase or money spent that is then reimbursed or refunded will be deducted from the Member's points balance.

5.6. EDP Hotel Group will have the sole discretion to determine which matters qualify for the earning of points, the number of points issued, the rewards offered and the participating venues or within the various parts of the venues.

5.7. Points cannot be sold, transferred, pooled or otherwise dealt with except in accordance with these Terms & Conditions

Use of card in Gaming area.

5.8. A Card can be used in gaming machines at participating EDP Hotel Group venues to accumulate EDP Eureka Rewards points or enter into other promotional activities.

5.9. Points credited to your account as a result of participating in the playing of gaming machines can be redeemed for goods or services, or cash at any EDP Hotel Group venue. The card holder may also be offered entry into promotional activities by playing of gaming machines.

5.10. Card holders participating in gaming machine operations accumulate in EDP Hotel Group points a minimum of 0.5% of their respective gaming turnover

5.11. EDP Hotel Group at their discretion, may offer further promotional EDP Hotel Reward points for participation in gaming operations. Such circumstances include but are not limited to; double / triple points and random promotional member draws this requires that your EDP Eureka Rewards card is inserted at the time of each promotion. The awarding of points during these promotions is determined by the loyalty system randomly selecting winners. The purpose of these promotions is to reward existing members. The loyalty points are of a value below \$10

5.12. EDP Hotel Group may also run promotions from the member kiosk, the card holder can randomly win points based on a successful card swipe, this is open to ALL members including non-gaming members, the amount of the point prize will not exceed ten dollars. The same Kiosk from time to time may also be used to award tickets for a 'members only' draw, the ticket is awarded by default if a random win prize is not awarded. The members only draw prize will not exceed \$250 and will be available for all members to win including non-gaming members and gaming members alike. None of these prizes require spending any money in EDP Hotel Group's gaming area lounge to qualify.

6. REDEMPTION OF POINTS

6.1. You must present your card to redeem points from your account

- 6.2. When you have accumulated sufficient points on your EDP Eureka Rewards account, you may request to redeem those points.
- 6.4. The minimum cash redemption value is \$5.00 and for all others, it is \$1.00
- 6.5. Redemption of EDP Eureka Rewards points can occur at EDP Hotel Group only
- 6.6. Upon acceptance of any reward / offer, the number of Points attributed to that offer will be deducted from the Member's balance
- 6.7. EDP Hotel Group may set a minimum redeemable value and this may vary for different goods or services. Points may be redeemed for goods purchased or as part payment for goods or services if you so request on production of your Card.
- 6.8. The Value of a single point when redeemed for Cash is \$0.01
- 6.9. The number of points redeemed at your request will be deducted from the point balance on your Card.
- 6.10. EDP Hotel Group may, at any time without notice to participants, alter the number of Points required to obtain a particular reward / offer
- 6.11. EDP Hotel Group gives no warranty (whether expressed or implied) whatsoever with respect to offers provided under this scheme, other than warranties provided by the manufacturer of such rewards / offers.
- 6.12. Rewards / offers are subject to availability and substitution may be necessary
- 6.13. EDP Hotel Group will not be liable for the non-receipt of a reward / offer
- 6.14. Should a reward / offer arrive damaged or faulty, you must notify EDP Hotel Group within three days of receipt giving full details including the name of the carrier. It is advisable to sign for an unopened package as "unexamined".
- 6.15. Any tax, liability or duty arising from your participation in the EDP Hotel Group System is your responsibility.

7. OTHER BENEFITS OF MEMBERSHIP

7.1. MEMBER ONLY EVENTS

EDP Hotel Group may schedule events at selected venues. Members will be advised of scheduled events via any of the following mediums – point of sale, direct mail and/or electronic mail. Invitations to member only events will be exclusively for members who have participated in gaming activities. Special offers at scheduled events are available exclusively to EDP Hotel Group members and may include free finger food, non-alcoholic beverages and refreshments of nominal value

8. PRIVACY STATEMENT

EDP Hotel Group respects your privacy and complies with the National Privacy Principles and Privacy Act 1988. Unless you give us explicit consent to act otherwise, the following policy will govern how EDP Hotel Group handles your personal information and safeguards your privacy.

Unless you have told us otherwise, EDP Hotel Group, Liquor Legends or Urban Cellars may send promotional material to your given email address, postal address or mobile phone number.

Our Commitment

EDP Hotel Group is committed to complying with the Privacy Act 1988 National Principles for the Fair Handling of Personal Information developed by the Australian Federal Privacy Commissioner

What Information Do We Collect and How Will We Use It?

Certain personal information is collected when you contact us, including but not limited to your name, gender, date of birth, email address, mobile phone number, address and your interest (responses and feedback).

We use your personal information to:

- Administer and manage the EDP Hotel Group loyalty system
- Respond to any query raised by you or any participant in the EDP Hotel Group loyalty system
- Facilitate our internal business operations, including fulfilment of any legal requirements and confidential systems maintenance and testing.

If you have opted to receive promotional materials from us, then you will receive emails, posted mail or mobile SMS messages from us or our retail banner Liquor Legends or Urban Cellars to inform you of up and coming events special offers within our venue of interest to you.

Your information will be held in the strictest confidence. EDP Hotel Group will not disclose, share or sell any personal information about you to any third party. However, in some circumstances, we may disclose your information to our contractors and service providers, but only to the extent necessary to operate our business or provide you with the products and/or services you have requested. We require these organisations to agree to our Privacy Policy and to strict conditions governing how your personal information may be used.

Security of Personal Information

We will make all reasonable endeavours to protect your personal information securely against unauthorized use and access. Your personal information will be recorded, amended and used only by authorized persons who are required to keep your information confidential.

Checking and Updating Your Information

You are welcome to request details of the personal information that we hold about you. To do so, please contact our Privacy Officer (see below for contact details). We may require personal identification before providing you with details. If you wish to update or change the personal information we hold about you, please contact our Privacy Officer. We may require up to 30 days to update our records.

Unsubscribe

You can opt out of receiving contact from us at any stage simply by writing to us at Eureka Group 540 Port Road Allenby Gardens or contact Damien McCann on 08 7087 6873

Privacy Officer

If you have any questions regarding this privacy policy, you may contact our Privacy Officer by calling 08 7087 6873 or writing to: "Loyalty Privacy Information" EDP Hotel Group 540 Port Road Allenby Gardens or email dmccann@hcs.on.net

Changes to the Privacy Statement

EDP Hotel Group is committed to comply with any laws introduced to strengthen the protection for your privacy. Our Privacy Statement will be reviewed and may be revised from time to time. We reserve the right to change our privacy policy at any time and notify you by posting an updated version of the Privacy Policy on our website. Any changes to our Privacy Policy shall be deemed to take place on the date the changes are posted to our website.

We encourage you to regularly review these policies. www.edphotels.com.au

Further Information on Privacy

For further information about privacy issues and the protection of privacy, visit the Office of Federal Privacy Commissioner's website.