



## My Choice Members' Rewards Program Terms and Conditions

### 1. Introduction

- 1.1. My Choice Members' Rewards Rules ("**Rules**") comprise these Terms and Conditions, the Program Brochure and any other terms and conditions that the Norths Group may publish from time to time by which the My Choice Members' Rewards loyalty program operates.
- 1.2. The Rules are to be read in conjunction with any other terms and conditions which we publish from time to time.
- 1.3. The Rules apply to the rewards scheme known as My Choice Members' Rewards. The My Choice Members' Rewards Scheme has been established and is administered by the Norths Group.
- 1.4. Norths Group operates four premises known as **NORTHS** located at 12 Abbott St, Cammeray NSW 2062, **seagulls** located at Gollan Drive, Tweed Heads West NSW 2485, **The Greens North Sydney** located at Ridge Street, North Sydney NSW 2060 and **The Alcott** located at 1 Birdwood Avenue, Lane Cove NSW 2066.
- 1.5. The Rules are separately for the benefit, and separately enforceable by, each of Norths Group and the My Choice Members' Rewards Scheme Partners. My Choice Rewards Scheme Partners may be organisations with whom Norths Group has an arrangement concerning:-
  - 1.5.1. Norths Group entering bonus or reward points (collectively "**Points**") into your Rewards Account; and
  - 1.5.2. those organisations supplying entitlement or benefits (**Rewards**) to you when Norths Group accepts and notifies them of a valid redemption request from you.
- 1.6. References to:
  - 1.6.1. "**Bonus Point Offer**" means an offer of Bonus Points to any My Choice Members' Rewards member as determined by Norths Group in its absolute discretion.
  - 1.6.2. "**Norths Group**", "**Club**", "**we**", "**our**" and "**us**" are references to the North Sydney Leagues Club Limited and all Third Party Offers, each and any of whom may separately enforce these Rules.;
  - 1.6.3. "**member**", "**you**" and "**your**" means an eligible member of Norths Group who participates in My Choice Members' Rewards under these Rules as amended from time to time.
  - 1.6.4. "**membership**" means a member's membership of Norths Group.

1.6.5. "**Membership Tier Period**" means:

(a) the two six month periods:

(i) 1 January to 30 June; and

(ii) 1 July through to 31 December,

in each Calendar year; or

(b) such other period as Norths Group may specify from time to time.

1.6.6. "**Program Brochure**" means the brochure published by Norths Group as amended from time to time, on display on Norths Group's website and containing participating facilities or other information which are deemed to form part of these Rules.

1.6.7. "**Rewards**" includes those entitlements or benefits supplied by Norths Group to you, unless otherwise stated.

1.6.8. "**Rewards Account**" means an account kept by Norths Group for you under clause 2.1 of these Terms and Conditions into which Points are accrued as a result of you engaging in certain eligible transactions and from which Points can be redeemed by you for Rewards.

1.6.9. "**Third Party Offer**" means any Rewards offer made as part of the My Choice Members' Rewards loyalty program by any entity other than Norths Group.

1.6.10. "**Tier**" means Black Diamond, Black, Gold, Silver and Red and any other tier created by Norths Group for the purpose of the My Choice Members' Rewards loyalty program.

1.7. Members are deemed to accept the Rules in accordance with clause 2.1 of these Terms and Conditions.

1.8. Norths Group may amend the Rules from time to time. Members can access the current Rules at the My Choice Members' Rewards Club desk and on the web site [www.norths.com.au](http://www.norths.com.au) or [www.seagullsclub.com.au](http://www.seagullsclub.com.au).

1.9. Subject to any applicable law which cannot be excluded, Norths Group and its officers, employees, agents and contractors accept no liability for any loss, damage or injuries suffered or sustained (including but not limited to direct or consequential loss or losses arising from negligence) by any Member arising directly or indirectly out of or in connection to My Choice Members' Rewards and members release and discharge Norths Group, officers, employees, agents and contractors from any liability for any such loss, damage or injury. If Norths Group is liable to a Member in any way, then liability will be limited to:

(a) crediting Points to the member's Rewards Account; or

(b) replacing or resupplying a Reward, which Norths Group considers is appropriate in connection with the relevant claim.

## 2. Membership

- 2.1. Membership to My Choice Members' Rewards comes with an eligible person's membership of Norths Group but subject to confirmation of acceptance of the Rules to activate an eligible person's Rewards Account. It is a requirement of membership that you keep and maintain your Norths Group membership. You must confirm acceptance of the Rules to activate your Rewards Account and in order to participate in My Choice Members' Rewards.
- 2.2. There are five (5) Tiers of membership being Black Diamond, Black, Gold, Silver and Red.
- 2.3. All eligible members automatically are granted the introductory level of Red, subject to confirmation of acceptance of the Rules to activate the Rewards Account.
- 2.4. The member has the right to opt out of the My Choice Members' Reward loyalty program at any time, by notifying the Chief Executive Officer in writing.
- 2.5. You must promptly notify Norths Group in writing:
  - 2.5.1. of any change in your address; and/or
  - 2.5.2. if your membership card is lost, stolen, damaged or misused in any way.
- 2.6. Participation in My Choice Members' Rewards, or by claiming or receiving Rewards constitutes an acceptance of the Rules and an agreement to comply with them.
- 2.7. Membership is only open to individuals aged 18 years or over and is not open to corporate entities or any other entities.
- 2.8. Members who are excluded or self excluded from any premises of Norths Group shall have their Membership suspended or terminated (as the case may be) and Points removed.
- 2.9. To be eligible for membership of any other Tier you must earn (and if specified from time to time, maintain) the number of Points required under My Choice Members' Rewards loyalty program within each Membership Tier Period. The number of Points required to be earned (and if specified from time to time, maintained) for membership of each Tier will be published by us and will be subject to change without notice to you from time to time.
- 2.10. We reserve the right to make any changes to these Rules, at any time, including to:
  - 2.10.1. 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 of My Choice Members' Rewards;
  - 2.10.2. Set and change the method and rates of Point accrual and Rewards offered to you as part of the My Choice Members' Rewards loyalty program, including having different rates of accrual of Points for each set of premises of Norths Group or different rates of accrual of Points for the set of premises at which a Member is registered as a Member;

- 2.10.3. Set and change the number of points required to be earning (and if specified from time to time, maintained) under the My Choice Members' Rewards within any period for eligibility to any Tier of membership within the My Choice Members' Rewards loyalty program;
- 2.11. Norths reserves the right to amend or alter the Rules at any time including, without the limitation, changes to:
- 2.11.1. these Terms and Conditions
  - 2.11.2. the Program Brochure;
  - 2.11.3. the type and availability of Rewards;
  - 2.11.4. the number of Points required for the redemption of Rewards;
  - 2.11.5. expiry or the accrual of Points;
  - 2.11.6. duration of Membership Tier Period;
  - 2.11.7. eligibility to be a Member of My Choice Members' Rewards loyalty program; and
  - 2.11.8. the services and products available at NORTHs, seagulls, The Greens North Sydney or The Alcott.
  - 2.11.9. Norths Group will notify Members of any material detrimental change by making the updated Rules available on the web sites [www.norths.com.au](http://www.norths.com.au) and [www.seagullsclub.com.au](http://www.seagullsclub.com.au) and the venue's Reception 14 days prior to the change/s being made. If such changes relate to benefits provided by Third Party Offers, Norths Group will, where possible, provide at least 14 days' notice.
- 2.13. Promotional Offers can be varied at any time at the discretion of Norths Group and will be subject to the specific terms and conditions of that Promotional Offer.
- 2.14. It is the members responsibility to ensure that they keep up to date with the Rules and the features and requirements of the My Choice Members' Rewards loyalty program.
- 2.15. You will be entitled to receive a monthly Player Activity Statement if during the monthly period covered by the Player Activity Statement you have inserted your membership card into the membership card console of a gaming machine while playing that gaming machine.

### **3. Membership cards**

- 3.1. A person is only entitled to one membership number, and is permitted only one valid membership card displaying that number (except where Norths Group issues in its discretion an ancillary card linked back to the primary membership account in Norths Group database).
- 3.2. All members who are eligible for membership of the My Choice Members' Rewards loyalty program Tier levels Black Diamond, Black, Gold, and Silver will receive a new membership card representing their level of participation.

- 3.3. It is the sole responsibility of the Member to safeguard their membership card and take precautions against the loss, or any unauthorised use, of their card.
- 3.4. The Member must sign their membership card upon issuance if the signature panel is present on the card and regularly check that it is in their possession.
- 3.5. A membership card issued to the Member may only be used by that Member.
- 3.6. The Member must not give their membership card to another person or Member for any purpose whatsoever. A breach of this Rule shall be considered to be card misuse and to constitute conduct unbecoming a member which may be dealt with under the disciplinary proceeding provisions in Norths Group's Constitution.
- 3.7. In the event that the Member's card is lost or stolen the Member must immediately report the loss or theft to Norths Group (and may be required to produce a police report if requested by Norths Group).
- 3.8. Norths Group may replace a lost, stolen or damaged membership card in its absolute discretion and subject to the member complying with Norths Group's Appropriate Identification requirements. Norths Group reserves the right to charge a fee for replacement membership cards or to cancel a membership if a Member, in Norths Group's sole opinion, has claimed an excessive number of lost, damaged and/or stolen cards.

#### **4. Points and privileges**

- 4.1. The participating facilities in the My Choice Members' Rewards loyalty program are set out in the Program Brochure available at the venue's Reception and may be updated from time to time. The Program Brochure is also available on the websites [www.norths.com.au](http://www.norths.com.au) and [www.seagullclub.com.au](http://www.seagullclub.com.au)
- 4.2. Norths Group shall not be liable in any way for Rewards which are unavailable for redemption as a result of a technical malfunction, operator fault, misrepresentation for which Norths Group is not responsible or any other reason outside Norths Group reasonable control. Rewards cannot be used in conjunction with other discount programs, offers or special events at Norths Group, unless otherwise specified in the terms and conditions of a particular discount program, offer or special event.
- 4.3. Rewards are subject to availability (for example, services or goods may be in limited supply) and on a first come, first serve basis. Furthermore Norths Group may offer certain Rewards with limited availability to limited numbers of members within reward levels by giving priority to members with the highest number of points within a reward level at a particular time. For example Norths Group may offer VIP Parking to a limited number of members within the Black Diamond level based on the number of points they have accrued during the relevant **Membership Tier Period** or part thereof. Rewards may also be issued by the HostVIP program that determines if a member is eligible for a reward.
- 4.4. Black Diamond and Black Tiered member points will expire and be purged from the member's Reward Account every three years on 31<sup>st</sup>

December from the year that they attain these levels. All other members i.e. Gold, Silver and Red Members points will expire and be purged from the member's Reward Account on December 31<sup>st</sup> each year, being the end of each Membership Tier Period. To retain points, members must be active at least once every 90 days.

- 4.5. Cardit, Cashless Gaming is available to members. Cashless Gaming facilities are site based, meaning any balance of funds on cashless accounts are held at the venue site which it was played at.
- 4.6. Entry to Tabatinga (located at seagulls Club) is available to all members plus up to two children with the following Tier discounts: Red, Silver and Gold level members (10% discount), Black and Black Diamond level members (free entry).
- 4.7. Complimentary show tickets may be available for the following Tiers: Gold level (up to 1 ticket per show), Black level (up to 2 tickets per show), Black Diamond level (up to 4 tickets per show).
- 4.8. Taxi/Limo service may be available to eligible Black level and Black Diamond level members via Customer Loyalty Host who will determine if the member is eligible for this service. This is pre-determined based on the HostVIP program and the estimated taxi fare.
- 4.9. Discounts are offered for membership to Norths Fitness (at NORTHs) and Revolution Health & Fitness at seagulls (at seagulls Club) for the following Tiers: Black (50%) discount, Black Diamond (Free). The discount entitlement is only available to members while they remain at the required Tier level.
- 4.10. Invitations to Exclusive Special Events may be available to Gold level, Black level and Black Diamond level members during the year where members will be invited to attend an event by way of invitation in the mail or by a Customer Loyalty Host. Should the event be limited with the number of tickets made available, this would be considered a promotional offer and are subject to their own specific terms and conditions.

## **5. Earning points**

- 5.1. Subject to the Rules (including without limitation, clause 5), Points are awarded to Members for gaming turnover and non-gaming spend in participating facilities at Norths Group and for other activities as Norths Group may from time to time determine. Information in respect of the earning of Points is available at the venue's Reception.
- 5.2. The Member is not permitted to accrue Points or other benefits or Rewards as a result of play or spend by a person other than the Member named on the face of the membership card. A breach of this Rule shall be considered to be card misuse and to constitute conduct unbecoming a member which may be dealt with under the disciplinary proceeding provisions in Norths Group's Constitution.
- 5.3. In order for Points to accrue to their membership card, it is the Member's responsibility to ensure that their card has been registered for the transaction.
- 5.4. Norths Group will not be liable in any way in relation to the unavailability of Points or the incorrect accumulation of Points as a result of a

technical malfunction, operator fault, misrepresentation for which Norths Group is not responsible or any other reason outside Norths Group reasonable control.

- 5.5. Norths Group reserves the right to adjust the Member's Points balance and available Rewards where it is satisfied, in its absolute discretion, that there has been an error in the accumulation or calculation of Points and/or any statement as to the availability of Rewards, including for the reasons set out in Rule 5.4.

## **6. Redeeming privileges**

- 6.1. Subject to these Rules (including without limitation, Rule 5), Norths Group may allow members to use their membership card for the purpose of claiming Rewards which Norths Group chooses to make available.
- 6.2. Norths Group's obligation to provide any particular Rewards is limited to its obligations under these Rules. Norths Group shall not be liable in any way to the Member in relation to the unavailability or withdrawal of particular Rewards.
- 6.3. Norths Group may offer Rewards from time to time in accordance with approved activity recorded on a Member's membership card.
- 6.4. Despite clause 6.3 Norths Group reserves the right to decline to provide eligible Members with a Bonus Point Offer in any two (2) consecutive months.
- 6.5. Norths Group may offer Promotional Offers from time to time. Promotional Offers will vary and are subject to their own specific terms and conditions.

## **7. Membership Tiers/Levels**

- 7.1. A Member will be assigned a Tier based upon the criteria set out within the Program Brochure.
- 7.2. Membership of each Tier will be reviewed each month and Norths Group can move members up to a higher Tier at this time.
- 7.3. Members can only be moved down one or more Tiers every 6 months, at the expiry of each Membership Tier Period.
- 7.4. Members can check what Tier they are on at any membership kiosk or when they insert their membership card in a gaming machine.
- 7.5. If a member disputes their level of points or allocated Tier, they may do so in writing to the CEO of Norths Group, 12 Abbott St, Cammeray NSW 2062.

## **8. Third party offers**

- 8.1. Norths Group may, from time to time, make Third Party Offers available to Members. Members acknowledge that Third Party Offers, including any goods and/or services provided in respect of such offers, are not provided by Norths Group but by the third parties.
- 8.2. To the extent permitted by law, Norths Group does not accept any

liability in respect of Third Party Offers.

- 8.3. Norths Group does not make any guarantee, promise or warranty in relation to Third Party Offers. To the extent permitted by law, the Rules expressly exclude every warranty, condition, liability or representation concerning any goods or any services supplied by a third party as a Third Party Offer under or in connection with the Rules.
- 8.4. To the extent permitted by law, the liability of Norths Group and its officers, employees or agents in respect of any Third Party Offer, including a claimed Reward not being awarded by the offer or of the Third Party Offer or a claim for breach of warranty or liability in respect of any Reward, including goods and/or services provided or offered as a Third Party Offer, which by law cannot be excluded, restricted or modified, or under any express warranty, is limited, at Norths Group's option, to:
  - 8.4.1. re-crediting Points; or
  - 8.4.2. replacing or resupplying the Reward.

## **9. Privacy**

- 9.1. The information we collect arising directly or indirectly out of or in connection with your membership shall become and remain our property.
- 9.2. You consent to us collecting and retaining your personal information (including information concerning your membership) for the purposes of:
  - 9.2.1. Carrying out the functions and activities that are necessary for us to meet our obligations to you under the Rules;
  - 9.2.2. Disclosing your personal information to third parties who are engaged by us to assist in meeting our obligations to you under the Rules;
  - 9.2.3. Marketing our goods and services to you;
  - 9.2.4. Disclosing your personal information to selected third parties to allow them to market their goods and services to you unless you inform us otherwise; and
  - 9.2.5. Meeting legal requirements or fulfilling any purpose authorised by or under law.
- 9.3. Norths Group will, at your request, provide you with access to your personal information held by Norths Group in accordance with Norths Group's Privacy Policy and the requirements of the Privacy Act 1988 (Cth). Player Activity Statements are available upon request.
- 9.4. It is your responsibility to ensure that your personal information held by Norths Group is accurate, complete and up-to-date. In accordance with Norths Group's Privacy Policy and the requirements of the Privacy Act 1988 (Cth), you will be granted access to your personal information for the purposes of establishing that the information is accurate, complete and up-to-date.



9.5. Due to legal restrictions on gaming related advertisements, a notice informing Norths Group members of gaming related matters in connection with My Choice Member' Rewards loyalty program may only be displayed in certain areas within the each premises of Norths Group (such as members notice boards) or sent to those members who have consented in writing to receive gaming advertising. If you do not consent to receiving gaming advertising, you agree and acknowledge that Norths Group will be unable to send you any relevant notice about such matters in connection with My Choice Members' Rewards loyalty program.

## **10. Security of Rewards Account and Personal Identification Number (PIN) or Password**

- 10.1. The security of Points (and where permitted by us and by legislation, money) in your Rewards Account is the responsibility of Norths Group and you. Government and its agencies take no responsibility for any losses which might occur from a member's Rewards Account.
- 10.2. There are restrictions contained in NSW gaming related legislation as to the maximum value of prizes that may be awarded under a Player Reward Scheme (i.e. a system used in connection with gaming machines). Generally Norths Group is prohibited from providing a promotional prize exceeding \$1,000 value or paying cash, or exchanging any loyalty points, including My Choice Members' Rewards for cash.
- 10.3. Norths Group may request that a Member select a personal identification number (**PIN**) or Password in a form specified by Norths Group to be issued to the Member for the purposes of protecting the information contained on their membership card from misuse, unauthorised access, modification or disclosure.
- 10.4. Norths Group reserves the right to restrict a Member's ability to accrue Points or to redeem Points for Rewards (as the case may be) by limited eligibility of membership to those members issued with PINs or Passwords.
- 10.5. Members are solely responsible for ensuring that their PIN or Password is kept confidential and that no other person has access to their membership card. Members are liable for any losses that might arise from, or in connection with their failure to comply with such responsibilities.
- 10.6. Norths Group reserves the right to require a Member to reselect an alternative PIN or Password.
- 10.7. In the event you forget your PIN or Password or request that your PIN be re-set, you will be required to present at least one item of acceptable photo identification.
- 10.8. You should not write your PIN or Password on your membership card or keep a record of your PIN or Password within any article in which you carry your membership card or which is likely to be lost or stolen simultaneously with your membership card.
- 10.9. We shall not be liable for:

- 10.9.1. any unauthorised dealing with your Points or redemption of Rewards (as the case may be); or
- 10.9.2. any other loss, damage or injury to you resulting from the disclosure of your PIN (whether such disclosure was intentional or not and includes disclosure which was negligent) to another person by us or by you.

## **11. Termination of the My Choice Members' Rewards loyalty program**

- 11.1. Norths Group may suspend the operation of the My Choice Members' Rewards loyalty program or cease to operate the My Choice Members' Rewards Loyalty program at any time.
- 11.2. Where possible, Norths Group will provide three (3) months notice of such suspension or cessation.
- 11.3. To the extent permitted by law, Norths Group (including its officers, employees, agents and contractors) is not and will not be liable for any damages or any loss whatsoever incurred by the Member (including consequential loss), either directly or indirectly in connection with the suspension or termination of My Choice Members' Rewards loyalty program.
- 11.4. Norths Group is not liable for any compensation to Members for unclaimed Reward or unredeemed Points if My Choice Members Rewards loyalty program is suspended or terminated.
- 11.5. Norths Group may terminate or suspend a Member's membership of My Choice Members' Rewards loyalty program (at Norths Group's absolute discretion) if Norths Group believes (in its absolute discretion) that any of the following have occurred:
  - 11.5.1. The Member has failed to strictly comply with the Rules;
  - 11.5.2. The Member's Club membership has expired, has been cancelled or has been suspended;
  - 11.5.3. The Member's has engaged in conduct which is offensive, dishonest, disruptive, intimidating, unbecoming or prejudicial to Norths Group's interests;
  - 11.5.4. The Member has interfered with or misused any equipment or property; or
  - 11.5.5. The Member dies or is bankrupt.
- 11.6. In the event your membership of Norths Group is terminated:
  - 11.6.1. All of your Points and associated Rewards (whether they be Points and Rewards having accrued or not) will automatically be cancelled, excluding ATLAS card (and for the purpose of clarity will not be redeemable) from the time of termination; and
  - 11.6.2. You must immediately return your Club membership card to us.

11.7 Nothing in the Rules shall be interpreted as excluding or restricting and liability of Norths Group that is non-excludable by law and shall be read subject to the provisions of the Australian Consumer Law and any other similar State or Territory Legislation which cannot be lawfully excluded. These Conditions shall otherwise have the maximum effect permitted by law.

## 2. Notices

We may give you any notice relating to My Choice Members' Rewards by either:

12.1.1. Publication of the notice on Norths Group's website or

12.1.2. Sending you the notice by pre-paid mail or email to your contact details as shown in Norths Group's membership register or

12.1.3. Handing the notice to you personally or

12.1.4. Placing the notice on the members' notice board of Norths Group's premises.

12.2. You may give us a notice by:

12.2.1. Sending it to Norths Group by pre-paid post or

12.2.2. Handing it to us at Norths Group's reception or

12.2.3. Emailing it to [member@norths.com.au](mailto:member@norths.com.au)

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