

# Brighton Metro Hotel Loyalty System 'Brighton Metro Rewards' Terms and Conditions

## 1. GLOSSARY OF TERMS

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

"Card" means the card validly issued by Brighton Metro Hotel to You that incorporates the Brighton Metro Rewards and carries the Brighton Metro Hotel logo.

"Conditions" and "Terms & Conditions" means the terms and conditions contained in this document.

"Excluded Person" means any person as determined by the Brighton Metro Hotel or any other wagering and or betting operator in Australia or overseas to be ineligible to participate in any gambling services and any person who has informed Brighton Metro Hotel that they wish to be ineligible to participate in any gambling services.

"Force Majeure Event" means extraordinary circumstances that legitimately prevent the fulfilling of an obligation beyond that party's reasonable control. This includes but not limited to, any of the following: acts or regulations of public authorities, inclement weather, epidemic, and acts of God.

"Kiosk" means the kiosk machines situated at the Brighton Metro Hotel which accept the Card.

"Inactivity" means no transaction recorded on the member account for 12 months.

"Member" refers to the person whose details and signature appears on the application form.

"Point" means a loyalty point issued to or redeemed by a Member in connection with the Brighton Metro Hotel Loyalty Program.

"Program" means the Brighton Metro Rewards branded membership loyalty program operated by the Brighton Metro Hotel.

"Status Point" is a measurement used to tier Members based on a Members involvement with Brighton Metro Rewards. A Status Point cannot be Redeemed and are non-transferrable.

"Promotional Activities" means activities by which a member may accrue loyalty Points, other benefits and/or entry into a prize draw.

“Brighton Metro Hotel” and “Australian Venue Co PTY LTD” are registered business names of Brighton Metro Hotel.

“Brighton Metro Rewards” means a magnetic stripe card based loyalty program operated by Brighton Metro Hotel or its authorised representatives, and means those arrangements by which a Member is rewarded by collecting Points and other Rewards by purchasing goods and services from Brighton Metro Hotel using their Card and is able to Redeem Points or offered additional Rewards in accordance with these Terms and Conditions.

“Redeem, Redemption” means to exchange Points for a reward / offer.

“Rewards” means benefits, facilities, goods and services and arrangements which may, from time to time, be offered or provided to You by the Brighton Metro Hotel in exchange for Points that You earn at the Brighton Metro Hotel, in accordance with these Conditions.

“Third Party Offers” means offers of goods or services which may from time to time be offered or provided to You by third parties via the Brighton Metro Hotel, the Kiosk and/or the Program, 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).

“Turnover” means total dollars bet from the credit meter of a gaming machine.

“You, Your” means the Member who completed the Brighton Metro Rewards membership application form and has been accepted as a Member of the Program and any person who uses Brighton Metro Rewards.

“We, Us, Our and Ours” means Brighton Metro Rewards.

“Website” means the Brighton Metro Hotel website at which these Conditions can be found as notified by Brighton Metro Hotel.

## 2. GENERAL

2.1. These Terms and Conditions may be changed or varied at any time by Brighton Metro Hotel without notice where the variation is reasonably necessary to protect Brighton Metro Hotel’s legitimate business interests. Brighton Metro Hotel 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 retrospectively enacted, these can only take effect **from** the date any changes are published on the Website.*

2.2. These Conditions apply to Your membership of the Program operated by Brighton Metro Hotel. The Card may be used only by the Member and in accordance with these Terms & Conditions.

2.3. Any changes to the Conditions will be published on Brighton Metro Hotel Website. Terms & conditions will also be available on premise at Brighton Metro Hotel, 466 Brighton Rd, Brighton SA 5048.

2.4. If a change is made to these Conditions which will have a material detrimental effect on You, Brighton Metro Hotel will notify You directly of that change (e.g. by mail, phone, email or SMS).

2.4. Brighton Metro Hotel reserves the right to terminate in whole or in part or suspend the Program at any time for any period, for any reason. You acknowledge and agree that Brighton Metro Hotel makes no representation or warranty that the Program will continue to be available for any period of time. If Brighton Metro Hotel suspends or terminates the Program due to a Force Majeure Event, Points will automatically expire and the Member will have no right to Redeem them. Where Brighton Metro Hotel otherwise terminates the Program, Members will have three months (or such longer period as Brighton Metro Hotel 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. You agree that Brighton Metro Hotel will not be liable for any loss or damage whatsoever which You or anyone else may suffer as a result of any termination or suspension of Your membership or the Program.

2.5. First use of a Card by a Member and/or his/her signing of a Card, or completing the membership application form means that the Member has read, understood and agree to be bound to these Terms and Conditions as well as any rules, policies and procedures that may be adopted by Brighton Metro Rewards and confirms his / her eligibility for membership, as reasonably amended from time to time. The Member further agrees to immediately advise Brighton Metro Hotel of any change of address and other personal details provided by the Member on the application for membership to the Program.

2.6. Brighton Metro Hotel are not 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. Any notice issued by Brighton Metro Hotel (whether via the Kiosk, in the Brighton Metro Hotel, via an activity statement or otherwise) on all matters pertaining to the Program, including but not limited to the number of Points accrued to You or the distribution of Rewards, is final and binding.

### **3. MEMBERSHIP**

3.1. Membership of the Program provides Members with the opportunity to participate in Promotional Activities to accumulate Points that can be Redeemed.

3.2. To apply for membership of the Program, You must complete and sign the membership application form. You acknowledge and agree that all information that You provide on Your membership application form is true and correct.

3.2. The number of Status Points earned by Members will determine eligibility for tiered Rewards during the period of the membership of the Program if such a scheme is employed at Brighton Metro Hotel's discretion.

3.3. Membership to Brighton Metro Rewards is free.

3.4. A person may not hold more than one Brighton Metro Rewards membership. Your Card is only operative at the Brighton Metro Hotel.

3.5. Membership is not available to employees and their immediate families of Brighton Metro Hotel, affiliated companies or agencies including employees at venues associated with Brighton Metro Hotel.

3.6. Any person over the age of 18 years may apply to become a Member by completing an application form at Brighton Metro Hotel. You may be asked at any time to produce valid identification acceptable to Brighton Metro Hotel to evidence Your eligibility. If You do not qualify or are unable to produce evidence reasonably acceptable to Brighton Metro Hotel, then Brighton Metro Hotel may immediately reject Your membership application or cancel Your existing membership (if any) and any Points that You may have accrued will be immediately forfeited.

3.7. On acceptance of a membership application by Brighton Metro Hotel, You will be issued with a Card. Brighton Metro Hotel will determine the manner of delivery for a Card to a Member at its absolute discretion.

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

3.8. You may use your Card at the Brighton Metro Hotel immediately upon receipt of the Card.

3.9. Brighton Metro Hotel reserves the right to refuse any application for membership at its sole discretion.

3.10. Brighton Metro Hotel may suspend Your membership in the Program to investigate Your membership and the use of your Card if Brighton Metro Hotel 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 reasonably and/or is directed by a Government authority to do so. Brighton Metro Hotel will notify You of such suspension.

3.11. Brighton Metro Hotel may at its sole discretion immediately terminate Your membership of the Program if it determines that: (a) You are or are reasonably suspected to be in breach of these Conditions or any procedures, policies or rules imposed by the Brighton Metro Hotel; (b) You become an Excluded Person; (c) if a Member has breached or has been barred under the Liquor Licensing Act or Gaming Machines Act, or as may be amended from time to time. In the event that membership is terminated, all accumulated Points or benefits will be forfeited.

3.10. The Card remains the property of Brighton Metro Hotel and must be returned upon request.

3.11. A Card issued to You is personal to You. A person may not hold more than one Card.

3.12. Members must notify Brighton Metro Hotel immediately if the Card is lost or stolen.

3.13. Brighton Metro Hotel accepts no responsibility for fraudulent use of lost or stolen Cards. It is Your responsibility to protect Your Card and take precautions against loss, theft or any unauthorized use.

3.14. You must present identification acceptable to Brighton Metro Hotel to receive a replacement Card and You may be charged a fee for a replacement Card. Brighton Metro Hotel reserves the right to cancel Your membership if You claim an excessive number of lost, stolen or damaged Cards, in Brighton Metro Hotel's reasonable opinion.

3.14. Brighton Metro Hotel reserve the right to, after 12 months of inactivity on a Member's account, to cancel the membership and Members will lose any accumulated Points or benefits.

3.15. Active Brighton Metro Hotel Members may request an activity statement for any period of up to 12 months preceding the date of the request. This activity statement will be available from Brighton Metro Hotel 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 Brighton Metro Hotel for the requested period. Where the Member has participated in gaming activity, this activity will also be reported for the nominated period. If a Member has not printed a statement from the Kiosk during the quarter, then the statement may be sent using their preferred communication method (email or post) at the end of the that period.

3.16. Death or bankruptcy of a Member will result in cancellation of membership and forfeiture of all accumulated Points

3.17. Any fraud or misuse of the Card or improper conduct (as determined by Brighton Metro Hotel in its discretion) or breach of these Terms and Conditions will result in Brighton Metro Hotel taking appropriate action (as determined by Brighton Metro Hotel in its discretion) which may include the cancellation of membership and the forfeiture of the Card and any Points.

3.18. Excluded Persons are ineligible to join the Program. The membership of any person who is or becomes an Excluded Person will be automatically terminated and their Points (if any) forfeited.

3.19. You agree and acknowledge that it is Your responsibility to inform Brighton Metro Hotel if You become an Excluded Person.

3.20. You agree that You will not attempt to obtain membership of the Program or transact using Your membership whilst You are intoxicated and You understand that You are fully liable for Your actions and all activity regarding Your membership whilst You are intoxicated.

3.21. You must not allow a minor to use Your Card and must not disclose any of Your membership details including Your security details to any minor.

## 4. POINTS

4.1. Points are not transferable. Points may only be redeemed by the Member who has earned them and 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, Brighton Metro Hotel 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. Where Points are cancelled or reversed and there is insufficient Points on Your account, You may be required to pay for those Points for which the cancellation or reversion is being sought.

4.4. If You do not have enough Points to obtain a particular Reward, You will not be able to claim that Reward.

4.5. You may check the number of Brighton Metro Rewards Points on Your Brighton Metro Rewards account at the Brighton Metro Hotel either via the Kiosk or from the cashier.

4.6. Brighton Metro Rewards Points are available for Redemption for a period of 12 months from the date earned. Brighton Metro Hotel reserves the right to expire Points older than 12 months if not used prior.

4.7. Points issued first will be the first to be redeemed.

## 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 Brighton Metro Hotel prior to the purchase transaction that it is a Brighton Metro Rewards purchase by presenting Your Card at the point of sale.

5.2. From time to time there may be promotions that give You the opportunity to earn more Points and/or enter into other Promotional Activities.

5.3. Points may also be credited to Your Brighton Metro Rewards account for promotional and incentive programs including Promotional Activities offered by the Brighton Metro Hotel from time to time. The Brighton Metro Hotel will determine which goods or services qualify for the Promotional Activities and the number of Points that will be credited to Your Brighton Metro Rewards account for such purchases.

5.4. The Brighton Metro Hotel 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, nor is it under any obligation to provide the Member with Points under any of these circumstances.

5.5. It is the responsibility of the Member to present their Card at the time of ordering or participating in gaming.

5.6. Brighton Metro Hotel 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, fault or mistake, misrepresentation, where there has been misuse or Brighton Metro Hotel reasonably suspects that there has been misuse of Your Card or as a result of any impropriety.

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

5.8. The Brighton Metro Hotel will have the sole discretion to determine which matters qualify for the earning of Points, the number of Points issued, the Rewards offered and from within which various parts of the Brighton Metro Hotel.

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

5.10. A Card can be used in gaming machines at the Brighton Metro Hotel to accumulate Points or enter into other Promotional Activities.

5.11. Points credited to a Brighton Metro Rewards account as a result of participating in the playing of gaming machines can be Redeemed for goods or services, discounts or

cash at Brighton Metro Hotel only. The card holder may also be offered entry into Promotional Activities by playing of gaming machines.

5.12. Card holders participating in gaming machine operations accumulate Payneham Reward points a minimum of 0.5% of their respective gaming Turnover.

5.13. The Brighton Metro Hotel, at their discretion, may offer further promotional 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 Card to be 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.

5.14. The Brighton Metro Hotel may also run small 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 Reward will not exceed ten dollars. The Kiosk from time to time may also be used to award Rewards for a 'Members only' draw, the Reward is awarded at random. The Members only draw Reward will not exceed \$250 and will be available for all Members to win including non-gaming Members and gaming Members alike.

5.15. In the event the Brighton Metro Hotel chooses to run a trade promotion that is not covered by these terms and conditions a separate approval will be sought.

## 6. REDEMPTION OF POINTS

6.1. Points are not transferable. Points may only be redeemed by the Member who has earned them and proof of identification may be required.

6.2. Members must present their Card to redeem Points from their account.

6.3. When You have accumulated sufficient Points on Your Brighton Metro Rewards account, You may request to Redeem those Points.

6.4. The minimum cash Redemption value is \$5.00 and for all other Redemptions it is \$1.00.

6.5. Redemption of Points can occur at the Brighton Metro Hotel only.

6.6. Upon acceptance of any Rewards, the number of Points attributed to that Reward will be deducted from the Member's balance on Your Card.

6.7. The Brighton Metro Hotel 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.

6.10. The Brighton Metro Hotel may, at any time without notice, alter the number of Points required to obtain a particular Reward.

6.11. Subject to Australian Consumer Law and except to the extent otherwise required by law:

(a) Rewards cannot be returned or exchanged, nor refunded for Points; and

(b) Brighton Metro Hotel does not make any warranties or representations to You in connection with any Rewards and Promotional Activities and expressly disclaims all liabilities (including for consequential and indirect loss) with respect to type, quality and standards of those Promotional Activities and Rewards and Your use of the Rewards.

6.12. Rewards are subject to change and availability and may be subject to certain conditions. Brighton Metro Hotel reserves the right, in its discretion, to accept or reject or substitute upon reasonable grounds any request to receive a Reward without providing any reason to You.

6.13. The Brighton Metro Hotel will not be liable for the non-receipt of a Reward where the Brighton Metro Hotel has used reasonable endeavours to provide You with the Reward which You are validly entitled to in accordance with these Conditions or where a Force Majeure Event occurs.

6.14. Should a Reward arrive damaged or faulty, You must notify the Brighton Metro Hotel 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 Brighton Metro Rewards is Your responsibility.

## **7. OTHER BENEFITS OF MEMBERSHIP**

### **7.1. MEMBER ONLY EVENTS**

The Brighton Metro Hotel may schedule events. Members will be advised of scheduled events via any of the following mediums – point of sale, direct mail, sms and/or electronic mail. Invitations to Member only events will be exclusively for Members who have visited the gaming room – this is measurable by determining if the Member has had gaming Turnover recorded during the selected period.

Special offers at scheduled events are available exclusively to Members and may include free finger food, non-alcoholic beverages and refreshments of nominal value

## **8. THIRD PARTY OFFERS**

8.1. Your membership of the Program may from time to time give You an opportunity to access Third Party Offers.

8.2. Notwithstanding that You may access Third Party Offers via Your membership of the Program, You acknowledge and agree that Third Party Offers are not offered or provided by Brighton Metro Hotel and that, subject to the Australian Consumer Law and to the extent otherwise permitted by law, Brighton Metro Hotel has no liability whatsoever to You in relation to Third Party Offers, even if branding for the Program is used in connection with Third Party Offers and even though You may access Third Party Offers, via the Kiosk, the Website and/or via other materials provided to You by Brighton Metro Hotel.

8.3. You acknowledge that Third Party Offers may be subject to terms and conditions of the third party supplier and may be withdrawn at any time.

## **9. TERMINATION BY YOU**

9.1. You may terminate Your membership of the Program at any time by giving Brighton Metro Hotel notice in writing and returning Your Card to Brighton Metro Hotel ("Opt Out Notice").

9.2. On receipt of an Op Out Notice, Brighton Metro Hotel will immediately cancel Your membership and any Points which You have not Redeemed at the time of cancellation will be immediately forfeited.

## **10. PRIVACY STATEMENT**

10.1. The Brighton Metro Hotel respects Your privacy and will collect, hold, use and disclose Your personal information in accordance with the National Privacy Principles, the

Privacy Act 1988 and Brighton Metro Hotel's privacy policy (see <https://www.ausvenueco.com.au/privacy-policy/#:~:text=At%20Australian%20Venue%20Co%2C%20we,individual%20that%20is%20reasonably%20identifiable>). You should read Brighton Metro Hotel's privacy policy in full before joining the Program.

10.2. If You do not provide the necessary personal information to the Brighton Metro Hotel, the Brighton Metro Hotel may not be able to approve Your membership application to join the Program.

10.3. Information about how to access and correct personal information held by Brighton Metro Hotel is our privacy policy.

10.4. If You mark the relevant box(es) on the membership application form, You request to be contacted in relation to Promotional Activities or Third Party Offers, using a particular method (e.g. phone, email or SMS).

10.5. You can opt-out from receiving communications at any time, by writing to the Brighton Metro Hotel or by contacting our Privacy Officer.

10.6. Privacy Officer

If You have any questions regarding these Terms and Conditions or the privacy policy, You may contact our Privacy Officer:

Marianne Mewett  
marianne.mewett@ausvenueco.com.au  
Australian Venue Co.  
Level 3, 616 St Kilda Rd, Melbourne VIC 3004