

# FRAT REWARDS

## TERMS AND CONDITIONS

### 1. INTRODUCTION

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- 1.1 The Fraternity Club Limited (**the Club**) operates a members rewards program known as the “Frat Rewards”.
- 1.2 These terms and conditions apply to the operation of and participation in Frat Rewards.
- 1.3 Participation in Frat Rewards constitutes acceptance of these terms and conditions and an ongoing agreement to comply with them.
- 1.4 These terms and conditions are to be read in conjunction with other material published by the Club which are subject to change from time to time.
- 1.5 The Club reserves the right to amend these terms and conditions at any time without giving further notice.
- 1.6 The Club will display the most up to date copy of these terms and conditions on the Club's noticeboard and copies will be available at reception.
- 1.7 A breach of these terms and conditions shall constitute conduct which is unbecoming of a member for the purposes of the Club's Constitution and without limiting any other action which may be taken by the Club, the Club may commence disciplinary proceedings against any member who breaches these terms and conditions.

### 2. MEMBERSHIP

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- 2.1 Membership of Frat Rewards is free and open to any person over the age of eighteen (18) years who is a Life member or financial Ordinary member of the Club.
- 2.2 All eligible members will automatically become members of Frat Rewards when they are admitted to membership of the Club (provided members can opt out of Frat Rewards in accordance with clause 2.3).
- 2.3 Members can opt out of Frat Rewards at any time by notifying the Club in writing that they no longer wish to participate in and be a member of Frat Rewards.
- 2.4 If a member opts out of Frat Rewards, they will no longer receive any Status Credits, Rewards Points, entitlements, benefits, or rewards arising from Frat Rewards.
- 2.5 If a member is suspended or expelled from membership of the Club, the Club will:
  - (a) in the case of a suspension, have all Status Credits, Rewards Points , entitlements, benefits or rewards in the member's account frozen and possibly removed; and
  - (b) in the case of an expulsion, all Status Credits, Rewards Points, entitlements, benefits or rewards in the member's account will be removed.
- 2.6 Subject to clauses 2.7 and 2.8 , members who are excluded or self-excluded from either of the Club's premises (being the Fraternity Club and Fairy Meadow Bowling Club) will cease to be entitled to participate in and be a member of Frat Rewards and all Status Credits, Reward Points, entitlements,

benefits or rewards in their member's account will be removed.

- 2.7 Notwithstanding clause 2.6, members who are only partially self-excluded from the gaming rooms at either of the Club's premises (being the Fraternity Club and Fairy Meadow Bowling Club) can continue to participate in and be a member of Frat Rewards but they will:
- (a) have their membership card deactivated from gaming promotions and activities for the duration of the partial self-exclusion; and
  - (b) not be entitled to obtain any Rewards Points or Status Credits from gaming activities for the duration of the partial self-exclusion.
- 2.8 Notwithstanding clause 2.6, members who are only partially self-excluded from the gaming rooms at either of the Club's premises (being the Fraternity Club and Fairy Meadow Bowling Club) can continue to participate in and be a member of Frat Rewards but they will:
- (a) have their membership card deactivated from gaming promotions and activities for the duration of the partial self-exclusion; and
  - (b) not be entitled to obtain any Rewards Points or Status Credits from gaming activities for the duration of the partial self-exclusion.
- 2.9 Employees, directors and contractors of the Club cannot participate in and be a member of Frat Rewards. However, this restriction does not prevent employees, directors and contractors of the Club from receiving members discounts.

### 3. **MEMBERSHIP CARD**

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- 3.1 Frat Rewards can be accessed by members using their membership card.
- 3.2 A membership card is not transferrable and can only be used by the member whose name appears on the card (for example, a member must not insert their membership card into a gaming machine which is being used by another patron).
- 3.3 Members must safeguard their membership card and take precautions against its theft, loss damage and misuse. The Club accepts no responsibility or liability for the theft, loss, misuse of or fault with a membership card. This includes the failure of a card to accrue Rewards Points and/or Status Credits.
- 3.4 Members must promptly notify the Club if their membership card is lost, stolen, damaged or misused in any way.
- 3.5 Membership cards remain the property of the Club at all times.
- 3.6 The Club may request that a member uses a personal identification number (**PIN**) for the purpose of protecting the information contained on their membership card from misuse, unauthorised access, modification, or disclosure.
- 3.7 The member is responsible for ensuring that their PIN is kept confidential, and that no other person has access to their membership card. The Club is not liable for any losses that may arise from a member's failure to comply with such responsibilities.
- 3.8 If a member wishes to reset their PIN for any reason, they must produce at least one item of acceptable photo identification.

#### 4. **ACHIEVEMENT LEVELS, REWARDS POINTS AND STATUS CREDITS**

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- 4.1 Frat Rewards currently has two (2) achievement levels, being General and Alumni.
- 4.2 All eligible members are initially placed in the introductory achievement level of General.
- 4.3 The Club may add or reduce the number of achievement levels in Frat Rewards at any time and for any reason and without notice.
- 4.4 Movement between achievement levels is currently based on the following criteria:

<b>Achievement Level</b>	<b>Quarterly Qualifying Levels</b>	<b>Annual Qualifying Levels</b>
General	Entry	Entry
Alumni	20,000 Status Credits	80,000 Status Credits

A member may also achieve Alumni achievement level status by:

- (a) making an annual payment of \$7,999 to the Club; or
  - (b) being a financial member of the Club for a continuous period of thirty (30) years.
- 4.5 The Club may amend the qualifying levels and any other qualification requirements for each achievement level in Frat Rewards (i.e. the amount of Rewards Points which need to be earned for each achievement level) at any time and for any reason and without notice.
- 4.6 Status Credits are the accumulated total of eligible Reward Points which are accrued by a member from the transactions at the Club set out in clause 4.7 below.
- 4.7 Rewards Points are awarded when a member's membership card is:
- (a) correctly inserted when using an electronic gaming machine or multi terminal gaming machine; or
  - (b) presented by the member and swiped during a transaction at a point of sale terminal.
- 4.8 Rewards Points for members in the General achievement level are currently awarded based on the following turnover rates:
- (a) on electronic gaming machines – 1 Rewards Point for every \$5 of gaming turnover; and
  - (b) on multi terminal gaming machines – 1 Rewards Point for every \$20 of gaming turnover;
  - (c) On point of sale transactions – 1 Rewards Point for every \$1 spent in any transaction
- 4.9 Rewards Points for members in the Alumni achievement level are currently awarded based on the following turnover rates:
- (a) on electronic gaming machines – 2 Rewards Points for every \$5 of gaming turnover; and
  - (b) on multi terminal gaming machines – 2 Rewards Points for every \$20 of gaming turnover;
  - (c) On point of sale transactions – 2 Rewards Points for every \$1 spent in any transaction.

- 4.10 The turnover rates at which Rewards Points accrue can be changed by the Club at any time in its absolute discretion and without any further notice.
- 4.11 Any and all Rewards Points which have been incorrectly allocated to a member's account remain the property of the Club at all times and can be adjusted by the Club at any time without further notice.
- 4.12 Rewards Points can not be transferred between member's accounts.
- 4.13 Alumni members will earn one (1) Status Credit for every two (2) Rewards Points that they earn.
- 4.14 General members will earn one (1) Status Credit for every one (1) Rewards Point that they earn.
- 4.15 Members are responsible for ensuring that their membership card is:
- (a) presented to the cashier and swiped during all point of sale transactions; and
  - (b) correctly inserted into an electronic gaming machine or multi terminal gaming machine and that Rewards Points are accruing during play.
- 4.16 The Club will conduct a review of the achievement levels of members (on or about the first business day of March, June, September and December) and transfer members between achievement levels as required.
- 4.17 Status Credits are not redeemable for cash or goods and services. Status Credits are only used to assess movement between achievement levels, and they have no value and they can not be withdrawn.
- 4.18 All unused Rewards Points will be deleted from members accounts at the cessation of trade on 30 June each year and the balance will become zero.
- 4.19 Members are responsible for ensuring that they use their Rewards Points prior to the deletion of their balance.
- 4.20 The resetting of Rewards Points balances will not affect Status Credits and the calculation of eligibility for an achievement level.
- 4.21 Members can check their achievement levels and number of Rewards Points at any membership kiosk.

## 5. **BENEFITS**

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- 5.1 The benefits available to each achievement level is set out in the schedule.
- 5.2 The Club may amend the benefits applicable to each of the achievement levels in Frat Rewards at any time and for any reason and without notice.
- 5.3 Some benefits are subject to availability (for example, services or goods may be in limited supply) and consequently, they may be provided on a first come, first serve basis.
- 5.4 The Club is not liable in any way for benefits which are unavailable for redemption because of a technical malfunction, operator fault, misrepresentation for which the Club is not responsible or any other reason outside the Club's reasonable control.

## **6. RESPONSIBLE GAMING AND RESPONSIBLE SERVICE OF ALCOHOL**

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- 6.1 The Club is committed to providing an environment in which gambling minimises harm and meets community expectations. Gaming facilities are provided by the Club for the enjoyment of members and their guests. Where problem gambling occurs, the Club is happy to provide information regarding community organisations that will provide support and advice.
- 6.2 A Member can request a player activity statement at any time.
- 6.3 The Club is committed to maintaining the Responsible Service of Alcohol in a safe environment for all members, guests and the local community. Service of alcohol will be denied to any person suspected of being under 18 years of age and to anyone who is considered to be in or approaching a state of intoxication.

## **7. GENERAL MATTERS**

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- 7.1 The Club reserves the right to adjust Status Credits, Rewards Points, entitlements, benefits, or rewards which have accrued as a result of a malfunction, operator error, misrepresentation or any other reason beyond the control of the Club.
- 7.2 The Club is not liable for any malfunction of equipment or system which fails to record Rewards Points and/or Status Credits accurately.
- 7.3 The Club reserves the right to decide any matter or settle any dispute arising directly or indirectly associated with Frat Rewards and its decision on any such matter or dispute will be final and binding and no correspondence will be entered into.
- 7.4 The Club reserves the right to change the basis on which members may accrue Rewards Points, Status Credits, entitlements, benefits, or rewards through Frat Rewards at its absolute discretion and without notice.
- 7.5 The Club reserves the right to reallocate a member into another tier of membership regardless of the amount of the Rewards Points and/or Status Credits accrued at any time without notice.
- 7.6 The Club reserves the right to hold and/or reinstate Rewards Points and Status Credits in its absolute discretion.
- 7.7 Members may receive communication from the Club from time to time. The member can elect to receive communication by mail, email, telephone, SMS or alternatively, they may elect not to receive any communication regarding Frat Rewards. Unless otherwise determined by the Club, the default method of communication will be SMS to the mobile phone number listed in the Club's database.
- 7.8 Subject to any applicable law which cannot be excluded, the Club 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 Frat Rewards and members release and discharge the Club, officers, employees, agents and contractors from any liability for any such loss, damage or injury. If the Club is liable to a member in any way, then liability will be limited to:
  - (a) crediting Rewards Points to the member's account; or
  - (b) replacing or resupplying a reward, entitlement or benefit, which the Club considers is appropriate in connection with the relevant claim.

## 8. **PRIVACY**

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- 8.1 The information collected by the Club arising either directly or indirectly as a result of Frat Rewards will remain the property of the Club.
- 8.2 The Club collects this information for the purposes of the operation of Frat Rewards and to promote products, services, promotions and upcoming events.
- 8.3 The Club will provide a member access to their personal information, on request, if in the Club's opinion it is reasonable to do so.
- 8.4 Members are responsible for ensuring that all personal information held by the Club is accurate, complete, and current.
- 8.5 Information will be retained in accordance with the Club's Privacy Policy.

## 9. **TERMINATION**

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- 9.1 To the extent permitted by law, the Club (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 Frat Rewards.
- 9.2 The Club is not liable for any compensation to members for unclaimed rewards or unredeemed Rewards Points if Frat Rewards is suspended or terminated.
- 9.3 The Club may terminate or suspend a member's membership of Frat Rewards (at its absolute discretion) if the Club believes (in its absolute discretion) that any of the following have occurred:
  - (a) the member has failed to comply with the terms and conditions;
  - (b) the member's membership of the Club has expired, has been cancelled or has been suspended;
  - (c) the member has engaged in conduct which is offensive, dishonest, disruptive, intimidating, unbecoming or prejudicial to the Club's interests;
  - (d) the member has interfered with or misused any equipment or property; or
  - (e) the member dies or is bankrupt.

## SCHEDULE OF BENEFITS



*More rewards, More Often!*

**REWARDING OUR MEMBERS:**

-  Discounts & Special Offers
-  Earn points on all spend\*
-  Redeem points and rewards at our new kiosks
-  Exclusive entry into member only promotions
-  Special Birthday Offers

If you are already one of our valued members you are now part of the new Frat Rewards.

To become a member simply see one of our friendly reception staff.

*The Frat is still where it's at!*

SOCIAL MEMBERSHIP		AGED PENSION MEMBERSHIP	
One Year	\$7.00	One Year	\$4.00
Three Year	\$12.00	Three Year	\$7.00
Five Year	\$20.00	Five Year	\$12.00

\*Terms & Conditions apply.  
For more details, please visit [fraternityclub.com.au](http://fraternityclub.com.au)

**\*Points not earned in for function bookings, in function bars or purchase of ticketed events.**