

## Terms & Conditions

### 1 GENERAL

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- 1.1 These terms and conditions apply to the Bribie Island RSL & Citizens Memorial Club Inc Members' Rewards Program (**Black Diamond Rewards**). Black Diamond Rewards has been established and is administered by Bribie Island RSL & Citizens Memorial Club Inc.
- 1.2 This version of the Black Diamond Rewards program Terms & Conditions supersedes any previous 'Members' Rewards Program offered by Bribie Island RSL & Citizens Memorial Club and is valid from Tuesday 21st November 2023.
- 1.3 References to:
- (a) "membership" means your membership of the Club, and thus your membership of Black Diamond Rewards unless the context otherwise requires; and "member" has a corresponding meaning.

### 2 DEFINITIONS

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In these terms and conditions unless the context otherwise requires:

- 2.1 "**Black Diamond Rewards**" is the name of the Bribie Island RSL member rewards program.
- 2.2 "**Club**" means the Bribie Island RSL & Citizens Memorial Club Inc.
- 2.3 "**Eligible Members**" means those members referred to in clause 3 of these Terms and Conditions.
- 2.4 "**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.
- 2.5 "**Player Account**" means the account opened in the name of each member, in which is recorded all tier credits earned by a member, bonus points and any redemptions of Points by the member.
- 2.6 "**Rewards Points**" means tier credits + all bonus points + visitation points. They are the points available to spend on food and beverage in the Club or to redeem for cash. Rewards Points are not used by the Club to determine tier levels.
- 2.7 "**Daily Visitation Points**" means the points with which a member may receive when he or she swipes their membership card once daily at the member kiosk.
- 2.8 "**Monthly Bonus Points**" means the points which a member may receive on the first day of the following month and applies to all Bonus Points earned in the previous month.
- 2.9 "**Birthday Bonus Points**" means the points with which a member may receive when he or she swipes their membership card at the member kiosk during the month of the members birthday.

- 2.10 **“Tier Credits”** is the term given to a separate points pool that are not redeemable and used to calculate the member’s tier level in a given period. Tier Credits are earned through gaming activity Keno and Food and Beverage spend at the rates set out in Clause 5.6. **Tier Credits** reset to zero at the commencement of each new tiering period.

### **3 MEMBERSHIP**

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- 3.1 By using your Membership Card or providing your membership number when making any purchases in the Club, or by claiming any Reward, you agree to be bound by these terms and conditions. These terms and conditions may be amended by the Club from time to time. A copy of the current terms and conditions is available upon request.
- 3.2 Participation in Black Diamond Rewards is granted subject to any provisions of the Club's Constitution.
- 3.3 In order to remain a member of Black Diamond Rewards, you must continue to be a financial member of the Club.
- 3.4 Each member has the right to opt out of Black Diamond Rewards at any time, by notifying the General Manager in writing.
- 3.5 You will promptly notify the Club:
- (a) of any change in your address, email address and/or mobile phone number; and
  - (b) if your Membership Card is lost, stolen, damaged or misused in any way.

### **4 EARNING BENEFITS**

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- 4.1 Your membership provides you with the opportunity to accrue Points for the redemption of Rewards from the Club. The number of Points earned by you 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.
- 4.2 The basis on which you can accrue Points or redeem Rewards (including these terms and conditions) is determined solely by the Club.
- 4.3 Points can only be entered in your Player Account after:
- (a) your application for membership has been accepted by the Board of Directors of the Club; and
  - (b) your Player Account has been activated.
- 4.4 Your membership and any accrued Points or Rewards are not transferable. Your Membership Card, Points, Rewards and any other benefits or privileges will lapse upon cessation of your membership with the Club.
- 4.5 The accrual of Points or the redemption of Rewards is not available in conjunction with any other discount, promotion or program offered by the Club unless stated otherwise.

- 4.6 The Club reserves the right to decide any matter or settle any dispute arising directly or indirectly out of or in connection to Black Diamond Rewards and the Club's decision on any such matter or dispute will be final and binding.
- 4.7 The Club excludes all 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 Black Diamond Rewards to the maximum extent permitted by law. You release and discharge the Club from any liability for any such loss, damage, or injury. To the extent that the Club is liable to you in any way as required by law, then the Club's liability will be limited to allocating to your Player Account the number of Points which the Club reasonably determines is appropriate in connection with your relevant claim.
- 4.8 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 Black Diamond Rewards, the accumulation of Points or the redemption of Rewards.
- 4.9 Unless otherwise stated, any material published by the Club pertaining to these terms and conditions, including material relating to the rate of accrual of Tier Credits, redemption of Points or any Rewards and the number of Points required to be earned and maintained for any tier of membership of Black Diamond Rewards, will form part of the terms and conditions of the Black Diamond Rewards which may be varied by the Club from time to time at the Club's discretion.
- 4.10 If a clause (or any part of any clause) in 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.

## 5 TIERS OF MEMBERSHIP

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- 5.1 There are six (6) tiers of membership of Black Diamond Rewards, being BLACK DIAMOND, DIAMOND, PLATINUM, GOLD, SILVER and BRONZE, with the entry level to the six tiers commencing with BRONZE.
- 5.2 All Eligible Members are automatically granted the introductory tier of BRONZE.
- 5.3 To be eligible for the relevant membership tier, you must earn and maintain the number of **Tier Credits** required under Black Diamond Rewards within the following six-month periods:
- (a) 1st January to 30th June
  - (b) 1st July to 31st December
- 5.4 **Tier Credits** will reset to zero at the commencement of each of these periods, with your tier level for the upcoming tiering period based upon the highest tier level that you activated in the previous tiering period.

- 5.5 The **Tier Credits** required to activate each tier level are as follows:
- (a) Bronze = 0 - 249
  - (b) Silver = 250 – 999
  - (c) Gold = 1000 – 2499
  - (d) Platinum = 2500 – 9999
  - (e) Diamond = 10000 – 29999
  - (f) Black Diamond = 30000+
- 5.6 **Tier Credits** are accrued by using your membership card throughout the venue. Tier Credits are accrued in the following ways:
- (a) Gaming - \$8 of play (turnover) = 1 Tier Credit
  - (b) POS - \$1 of spend on keno (minimum \$10 spend on Keno), bingo, food and beverage = 1 Tier Credit
- 5.7 Members will be reviewed for promotion to a higher tier immediately upon achieving the required **Tier Credits** set out in section 5.5.
- 5.8 Members will be reviewed for demotion to a lower tier in January and July each year if the required **Tier Credits** set out in section 5.5 have not been achieved.
- 5.9 The Club reserves the right to make any changes to these terms and conditions, at any time, including to:
- (a) 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 Tier Credits accrual and Rewards offered to you as part of the Black Diamond Rewards; and
- 5.10 Subject to any changes the Club may make, your membership of any of the tiers will enable you to receive the benefits for that tier as identified within the Bribie RSL Black Diamond Rewards Brochure.

## **6 MEMBERSHIP CARDS**

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- 6.1 You are only permitted one Membership Card at any one time.
- 6.2 Any Membership Card issued to you remains the property of the Club.
- 6.3 You must ensure your Membership Card is in your possession upon issue to you.
- 6.4 Your Membership Card must only be used by you and must not be given to any other person to use for the purpose of accruing Points, redeeming Rewards or for any other purpose.
- 6.5 It is your responsibility to protect your Membership Card and to take precautions against its theft, loss, damage, or misuse.

- 6.6 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) except to the maximum extent permitted by law.
- 6.7 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.

## **7 POINTS & REWARDS**

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- 7.1 It is your responsibility to ensure that your Membership Card is:
- (a) inserted into, and accepted by a gaming machine, or point of sale terminal, or other device provided by the Club, that identifies and accrues Points, and.
  - (b) is working and accruing Points during the course of your play of the gaming machine, or at point of sale terminals, or other device provided by the Club etc. (as the case may be).
- 7.2 To the maximum extent permitted by law, the Club is not liable for the failure of your Membership Card to accrue Points for any reason whatsoever (including but not limited to terminal error, operator error or misrepresentation, the Club's act or omission (including negligence), or Membership Card malfunction).
- 7.3 The Club reserves the right:
- (a) to adjust the number of Points you have accrued if the Points were accrued as a result of Membership Card terminal error, operator error or misrepresentation, the Club's act or omission (including negligence), membership card malfunction or for any other reason resulting in the Points being invalidly accrued; and
  - (b) to change the rate and manner in which Points are accrued (including but not limited to the transactions that the Club classify as eligible transactions and the standard rate of Point accrual) and set and change the number of Points to be redeemed for any Rewards.
- 7.4 You may only redeem Rewards from Points validly accrued by you and the Club may require proof of identification when you request or redeem a Reward. The value of Points redeemed (prior to any discount level) is equal to 1 cent (1c) per point.
- 7.5 Based on your tier you will be offered a discount percentage from the Member Price for the purchase of food, beverage, bingo, functions, entertainment, or any other product as determined by the Club when paying with Points. The rate of discount that applies will be published by the Club, which may be subject to change from time to time.
- 7.6 When paying with points as per clause 7.6, be subject, sufficient points must be available to pay for the entire transaction, no part payment of a transaction will be permitted.
- 7.7 Rewards Points for GOLD, SILVER, and BRONZE members must be redeemed by 31 December annually (or such other date as the Club may specify from time to time). All outstanding Rewards Points for these tiers (or others as the Club may specify from time-to-time) will be reset to zero after 31 December annually.

- 7.8 Points earned by BLACK DIAMOND, DIAMOND and PLATINUM members will not expire unless a breach of terms & conditions occur.
- 7.9 Points used by you to redeem Rewards will be deducted from your Points balance when you submit your request to redeem a Reward.
- 7.10 The Club will not be responsible for replacing Points due to a lost, stolen, damaged or faulty Membership Card.
- 7.11 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.
- 7.12 The Club does not accept liability for:
- (a) any lost or stolen Rewards or Rewards vouchers after they have been issued.
  - (b) any loss or damage arising from the Club's cancellation, withdrawal, or substitution of any Rewards; or
  - (c) the unavailability of any Rewards that the Club previously displayed or promoted as being available for the redemption of Points.
  - (d) Loss of any membership Rewards or benefits due to failure of any systems used to generate or accrue Tier Credits or Rewards or to otherwise manage the Black Diamond Rewards program.
- 7.13 The Club makes no representation and gives no warranty (either expressed or implied) as to the quality, standard, fitness or suitability for purpose of the Rewards.
- 7.14 From time-to-time Black Diamond Rewards may provide members with additional offers, with such offers 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.
- 7.15 The Club reserves the right to determine the level of value of 'Daily' Visitation Points and the period when the 'Daily' Visitation Points will be available. Daily Visitation Points apply to one swipe per member per day. The rate of 'Daily' Visitation Points that applies will be published by the Club.
- 7.16 The Club reserves the right to determine the level of value of the 'Monthly Loyalty' Bonus Points and the period when the 'Monthly Loyalty' Bonus Points will be available. 'Monthly Loyalty' Bonus Points apply to all Bonus Points earned in the previous month and will automatically appear in the Players Account on the 1<sup>st</sup> day of the following month.
- 7.17 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. The rate of 'Birthday' Bonus that applies will be published by the Club.
- 7.18 The Club may invite members in a specific tier or tiers to any exclusive events or promotions until the benefits in that specific offer are exhausted, or if not exhausted the Club may extend the invitation to members in the lower Tier or Tiers (as the case may be). The Club may distribute such benefits on a first come first serve basis or by way of lottery.

- 7.19 Any points earned as a bonus through promotional activity or manual additions to the Players Account by a staff member are not included in the points tally for the purpose of calculating tier qualifications.
- 7.20 A maximum of 999,999 Rewards Points can be accrued in any Member's account at any given time.
- (a) If a Member's account reaches the maximum limit, no additional Rewards Points will be accrued until the balance falls below the limit and the Members card will cease working.
  - (b) Members are encouraged to redeem Rewards Points regularly to ensure continued accrual.
  - (c) The Club will not compensate members for any points that could not be accrued due to reaching the limit.
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## **8 PERSONAL IDENTIFICATION NUMBER (PIN)**

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- 8.1 All Membership Cards have a personal identification number (**PIN**) that must be four numeric digits.
- 8.2 Each Membership Card is issued with a standard 4-digit PIN which is the last 4 digits of your membership number.
- 8.3 It is the Member's responsibility to change the PIN.
- 8.4 You must not disclose your PIN to any other person.
- 8.5 If you have forgotten your PIN, the PIN can be reset by reception staff or gaming cashier provided that you present your Membership Card, and one form of valid photo identification.

## **9 TERMINATION OF BLACK DIAMOND REWARDS**

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- 9.1 The Club may terminate membership to Black Diamond Rewards, or limit participation in any or all Rewards (including cancelling Points) if:
- (a) you commit a material breach of these terms and conditions (or any other terms applying to the Black Diamond Rewards (including the Club's rules).
  - (b) you are suspended or expelled from the Club or have been asked to leave or refused entry.
  - (c) your membership of the Club ceases in accordance with the Club's constitution.
  - (d) you are dishonest or offensive or bring the Club or Black Diamond Rewards into disrepute as reasonably determined by the Club.
  - (e) you voluntarily resign.
  - (f) you become an employee of the Club; or

- (g) the Club is required to do so in order to act lawfully or in accordance with the requirements of any government authority.
- 9.2 In the event that your membership of Black Diamond Rewards is terminated:
  - (a) all of your Points and associated Rewards (whether they be Points and Rewards having accrued or not) will automatically be cancelled and will not be redeemable from the date that your membership is terminated; and
  - (b) you must immediately return your Membership Card to the Club.
- 9.3 The Club may suspend or terminate the operation of Black Diamond Rewards at any time and without prior notice to you. The Club gives no warranty as to the continuing availability of Black Diamond Rewards.
- 9.4 In the event that the operation of Black Diamond 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 after the expiry of 30 days after the Club issues a Members Notice.

**END DOCUMENT**