

Penshurst RSL Charmed Rewards Program

Terms and Conditions

1

Contents	1
GENERAL	2
MEMBERSHIP	4
TIERS OF MEMBERSHIP	4
MEMBERSHIP CARDS	6
POINTS	6
REWARDS	7
SUSPENSION OR TERMINATION	8
REWARDS PROGRAM TERMS AND CONDITIONS SELF -EXCLUSION:	8
DURATION AND SCOPE OF EXCLUSION	8
CHANGES TO TERMS AND CONDITIONS	9
PRIVACY	9
MISCELLANEOUS	9

1. GENERAL

- 1.1 These terms and conditions apply to the Penshurst RSL CHARMED Rewards program known as CHARMED Rewards program (Penshurst RSL Member's Rewards Program). The Penshurst RSL Member's Rewards Program has been established and is administered by Penshurst RSL.
- 1.2 These terms and conditions are separately for the benefit, and separately enforceable by, each of the Club and the Penshurst RSL Rewards Partners. Penshurst RSL Rewards Program Partners are organizations with whom the Club has an arrangement concerning:
- 1.2.1 The Club entering bonus or rewards points (collectively "Points") in the account held by the Club concerning you (Player Account) as a result of certain eligible transactions; and
- 1.2.2 Those organizations supplying entitlement or benefits (Rewards) to you when the Club accepts and notifies them of a valid redemption request from you.
- A list of any Penshurst RSL Rewards Program will be available upon request, which will be subject to change from time to time.
- 1.3 References to:
- 1.3.1 "We", "our" and "us" are references to the Club and all Penshurst RSL Rewards Program Partners, each and any of whom may separately enforce these terms and conditions.
- 1.3.2 "Membership" means your membership of the Penshurst RSL Rewards Program unless the context otherwise requires.
- 1.4 By agreeing to become part of the Rewards Program, you are deemed to have accepted these terms and conditions governing the Penshurst RSL Member's Rewards Program as amended by us from time to time. A copy of the current terms and conditions is available from the Chief Executive Officer of the Club.
- 1.5 Your membership provides you with the opportunity to accrue Points for the redemption of Rewards from us. The number of Points earned by you within a twelve month period will determine your Tier.

2

- 1.6 The rewards we offer are a courtesy extended to you at our sole discretion and are not automatic entitlements (legal or otherwise).
- 1.7 Such Rewards that are offered through Rewards Program are available for you (the entitled applicant).
- 1.8 The basis on which you can accrue points or redeem rewards (including these terms and conditions) is determined solely by us (in our absolute discretion) and is subject to change from time to time without prior notice to you.
- 1.9 Points can only start to be entered in your Player Account after:
 - 1.9.1 Your application for membership has been accepted by the Board of Directors of the Club (who may reject any application for membership without giving any reasons for the rejection); and
 - 1.9.2 Your player account has been activated.
- 1.10 Your membership and any accrued Points or Rewards are not transferable to any other members.
- 1.11 The accrual of Points or the redemption of Rewards are not available in conjunction with any other discount, promotion, or program offered by us unless stated otherwise.
- 1.12 We reserve the right to decide any matter or settle any dispute arising directly or indirectly out of or in connection to the Rewards Program and our decision on any such matter or dispute will be final and binding and no correspondence will be entered into.
- 1.13 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 terminal of a gaming machine while playing a gaming machine.
- 1.14 Subject to any applicable law which cannot be excluded, we 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 our negligence) by you arising directly or indirectly out of or in connection to the Penshurst RSL Rewards Program and you release and discharge us from any liability for any such loss, damage or injury.

If we are liable to you in any way, then our liability will be limited to allocating to your player account the number of points which we consider is appropriate in connection with your relevant claim.

3

- 1.15 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 the Penshurst RSL Rewards Program.
- 1.16 Unless otherwise stated, any material published by us pertaining to these terms and conditions, including material relating to the rate of accrual of Points, redemption of Points for any Rewards, and the number of Points required to be earned and maintained for any tier of membership of the Penshurst RSL Rewards Program, will form part of the terms and conditions of the Penshurst RSL Rewards Program, which may be varied by us from time to time at our discretion.

2. MEMBERSHIP

- 2.1 All financial Club Members who are 18 years of age or older are eligible for membership.
- 2.2 Directors can be members of the loyalty program.
- 2.3 Issuance of a membership card to you is not an acceptance of your application for membership.
- 2.4 It is the member's responsibility to promptly notify the Club in writing:
 - 2.4.1 Of any change in your address; and
 - 2.4.2 If your membership card is lost, stolen, damaged or misused in any way.
 - 2.4.3 If you do not want to be part of the Rewards program.

3. TIERS OF MEMBERSHIP

- 3.1 We currently offer 5 tiers of membership: EMERALD, SAPPHIRE, RUBY, DIAMOND, and DOUBLE DIAMOND.
- 3.2 To be eligible for EMERALD membership you must be a member of Penshurst RSL. It may require you to earn and maintain the number of Points required under the Penshurst RSL Rewards Program. The number of Points required to be earned and maintained for EMERALD tier membership will be published by us, which will be subject to change from time to time.
- 3.3 To be eligible for SAPPHIRE membership you must earn and maintain the number of Points required under the Penshurst RSL Rewards Program within the last twelve-month period (or such other period as we may specify from time to time). The number of

Points required to be earned and maintained for SAPPHIRE tier membership will be published by us, which will be subject to change from time to time.

3.4 To be eligible for RUBY tier membership, you must earn and maintain the number of Points required under the Penshurst RSL Rewards Program within the last twelve-month period (or such other period as we may specify from time to time). The number of Points required to be earned and maintained for RUBY tier membership will be published by us, which will be subject to change from time to time.

3.5 To be eligible for DIAMOND tier membership, you must earn and maintain the number of Points required under the Penshurst RSL Rewards Program within the last twelve-month period (or such other period as we may specify from time to time). The number of Points required to be earned and maintained for DIAMOND tier membership will be published by us, which will be subject to change from time to time.

3.6 To be eligible for DOUBLE DIAMOND tier membership, you must earn and maintain the number of Points required under the Penshurst RSL Rewards Program within the last twelve-month period (or such other period as we may specify from time to time). The number of Points required to be earned and maintained for DOUBLE DIAMOND tier membership will be published by us, which will be subject to change from time to time.

5

3.7 We reserve the right to make any changes to these terms and conditions, at any time, including to:

3.7.1 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 and the method and rates of Point accrual and Rewards offered to you as part of the Penshurst RSL Player Program;

3.7.2 Set and change the number of Points required to be earned and maintained under the Penshurst RSL Rewards Program within any period for eligibility to any tier of membership within the Program;

3.7.3 Move your membership into another tier of membership regardless of the amount of Points accrued by you at any time without notice to you.

3.8 Point allocation is as follows:

3.8.1 1 point for every \$1 spent on all food & beverage cash transactions.'

3.8.2 1 point for every \$10 turnover on poker machines.

3.8.3 1 point for every \$30 turnover on multi-terminal machines such as Roulette.

3.9 Subject to any changes we may make, your membership of one of the several tiers of membership offered by us will enable you to receive the benefits listed in the table below:

4. MEMBERSHIP CARDS

4.1 You are only permitted one membership card at any one time.

4.2 The membership card issued to you remains the property of the club.

4.3 You must sign your membership card as soon as receiving it and regularly check it is in your possession.

4.4 A replacement fee may apply for a replacement membership card if your card is lost or damaged. We may, at our discretion, limit the number of replacement cards issued.

4.5 You must not use your membership card for any purpose other than in connection to the Penshurst RSL Rewards Program.

6

4.6 When your membership card is inserted in the membership card terminal of a gaming machine while playing a gaming machine, the details of that machine will be included in your Player Activity Statement.

4.7 Your membership card must not be inserted in a gaming machine for someone else's benefit.

4.8 Only one member can be signed into a gaming machine at any one time.

4.9 We may, at our discretion, decline to issue a membership card or withdraw, suspend or cancel a membership card issued to you, including but not limited to circumstances where you do not comply with these terms and conditions.

5. POINTS

5.1 You will accrue Points as a result of certain eligible transactions at the standard rate unless otherwise stated. The standard rate of accrual of Points will be published by us, which will be subject to change from time to time.

5.1.1 Which activities earn Points;

- 5.1.2 The number of Points required for the redemption of a Reward.
- 5.2 We may from time to time notify you of a time limit for the validity of Points.
- 5.3 If you fail to earn or redeem any Points for a period of 12 months, we may cancel your membership of the Penshurst RSL Rewards Program and cancel all Points and Rewards held by you.
- 5.4 Points are not redeemable for cash and cannot be sold, transferred, or assigned except in accordance with these terms and conditions.
- 5.5 We may reverse any Points entered in your player account or cancel any Rewards claimed by you if you or any person authorized by you (such authorization being actual or implied) has engaged in fraudulent or improper conduct or conduct which is likely to have an adverse impact on the reputation of Penshurst RSL, or otherwise, if we reasonably believe that the Points or the Rewards have been claimed by you in error or in breach of these terms and conditions.

6. REWARDS

7

- 6.1 To claim a Reward, you must notify us in the manner advised by us from time to time (including, if required, by completing and signing the required forms).
- 6.2 We will deduct the number of Points required to claim your nominated Reward from your Player Account. Any remaining Points will remain in your Player Account.
- 6.3 Rewards cannot be claimed or redeemed in conjunction with any other offer or promotion offered by us unless stated otherwise.
- 6.4 All Rewards are subject to availability, and we reserve the right to cancel, withdraw or substitute any Reward at any time without notice to you.
- 6.5 We make no representations or warranties, either express or implied, regarding the quality, suitability, or merchantability of any Rewards.
- 6.6 Once a Reward has been claimed, it cannot be exchanged or refunded for Points.
- 6.7 We are not responsible for lost, stolen, or damaged Rewards after they have been claimed and will not replace or reissue any such Rewards.

7. SUSPENSION OR TERMINATION

7.1 We may at our discretion suspend or terminate your membership of the Penshurst RSL Rewards Program at any time for any reason, including but not limited to circumstances where:

7.1.1 You do not comply with these terms and conditions;

7.1.2 You cease to be a member of Penshurst RSL;

7.1.3 You have engaged in any fraudulent, dishonest, or improper conduct.

7.2 If we terminate your membership, any Points or Rewards held by you will be cancelled.

7.3 If we terminate the Penshurst RSL Rewards Program, any Points or Rewards held by you will be cancelled unless we determine otherwise.

7.4 You may terminate your membership of the Penshurst RSL Rewards Program at any time by giving us written notice. Upon termination, any Points or Rewards held by you will be cancelled.

8

7.5 you die or are bankrupt.

8. REWARDS PROGRAM TERMS AND CONDITIONS SELF -EXCLUSION

8.1 Self-Exclusion from Gaming Promotions and Loyalty Rewards:

8.2, any member who has self-excluded from gaming facilities is automatically excluded from all gaming promotions and loyalty rewards offered by Penshurst RSL.

8.3 This exclusion encompasses, but is not limited to:

Participation in any gaming-related promotions, including competitions, draws, and giveaways, Receipt of any loyalty rewards, bonuses, or incentives related to gaming activities.

9. DURATION OF SCOPE EXCLUSION:

9.1 The exclusion from gaming promotions and loyalty rewards remains in effect for the duration of the self-exclusion period as specified by Multi-Venue Self-Exclusion (MVSE)

- 9.2 By agreeing to self-exclude from gaming facilities, the member acknowledges and agrees to the exclusion from all gaming-related promotions and loyalty rewards during the self-exclusion period.
- 9.3 Penshurst RSL reserves the right to enforce this exclusion and may refuse participation in any gaming promotion or loyalty reward scheme to members who are currently under self-exclusion.
- 9.4 During this time, your rewards status tier will be updated to the Emerald (default) base tier. However, prior accumulated points will still be available for you to use.

10. CHANGES TO TERMS AND CONDITIONS

- 10.1 We may amend these terms and conditions from time to time at our discretion without notice to you.
- 10.2 A copy of the current terms and conditions will be available from the Chief Executive Officer of the Club and may be published on the Penshurst RSL website.
- 10.3 It is your responsibility to keep yourself informed of the current terms and conditions and any changes to them.

11. PRIVACY

- 11.1 We will collect, use, and disclose your personal information in accordance with our Privacy Policy, which is available on the Penshurst RSL website.
- 11.2 By participating in the Penshurst RSL Rewards Program, you consent to the collection, use, and disclosure of your personal information in accordance with our Privacy Policy.

12. MISCELLANEOUS

- 12.1 These terms and conditions constitute the entire agreement between you and us regarding the Penshurst RSL Rewards Program and supersede all prior agreements and understandings, whether oral or written.
- 12.2 If any provision of these terms and conditions is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.
- 12.3 These terms and conditions are governed by the laws of New South Wales, Australia, and you submit to the exclusive jurisdiction of the courts of New South Wales, Australia.