



## **Carpentaria Buffalo Club, Club Loyalty Program – Buffs Advantage**

### **Terms & Conditions**

#### **1. Preliminary**

- 1.1 These terms and conditions apply to the loyalty program for Carpentaria Buffalo Club (“the Club”) here after referred to as Buffs Advantage.
- 1.2 These terms and conditions and the Buffs Advantage may be amended, suspended or terminated by the Club, in its absolute discretion, at any time without notice. Participants are precluded from making any claim against the Club for any compensation in respect of any damage or loss in respect of any amendment, suspension or termination.
- 1.3 Financial members of the Club who are 18 years of age or older (excluding temporary members) are eligible to participate in Buffs Advantage.
- 1.4 To become a member of the Club:
  - (a) An application for membership must be submitted to the Club in accordance with the Club's Constitution; and
  - (b) The application must be approved in accordance with the Club's Constitution.
- 1.5 Any person who participates in the Buffs Advantage is bound by these terms and conditions.
- 1.6 Participants use Buffs Advantage at their own risk. The Club (including its employees, agents and contractors) excludes all liability in respect of any injury (including death), loss or damage however arising in connection with Buffs Advantage. For the avoidance of doubt, the Club will not be responsible for the theft, loss, misuse of or fault in the participant's membership card (including without limitation the failure of the membership card to accrue Buffs Advantage Reward Points).
- 1.7 The Club reserves the right to decide any matter or settle any dispute arising directly or indirectly out of or in connection to the Buffs Advantage and the Club's decision on any such matter or dispute will be final and binding.

#### **2. Player Activity Statements**

- 2.1 Player Activity Statements are available on request. A member can request a Player Activity Statement at any time by contacting the manager on duty.

#### **3. Points**

- 3.1 All Buffs Advantage Points validly earned by a participant will be credited to the participant's account.
- 3.2 A participant may not transfer accrued Buffs Advantage Reward Points to any other member of the Club.
- 3.3 Only one membership card is permitted per participant at any one time.

- 3.4 A card issued to a participant may only be used by that participant and must not be used by another person.
- 3.5 If a participant uses another person's card, all Buffs Advantage Reward Points on the participant's card will be deleted.
- 3.6 The accrual of Buffs Advantage Reward Points or the redemption of Buffs Advantage Reward Points is not available in conjunction with any other, discount, promotion or program offered by the Club.
- 3.7 One (1) Buffs Advantage point equals the advertised amount.
- 3.8 Your Buffs Advantage Points are earned at the advertised rates in respect of :
- (a) designated purchases at any point of sale (POS) within the Club; and
  - (b) turnover on Electronic Gaming Machines (EGM);
- 3.9 Turnover will only be recorded on gaming machines where the card acceptor is online and in working order. A participant acknowledges that:
- (a) a card acceptor is online and in working order if the card acceptor's lights are on and a participant's points are displayed;
  - (b) a card acceptor is offline or not in working order if the lights are not on and/or the participant's points are not displayed and/or an error message is displayed;
  - (c) if a card acceptor is not working or is offline or an error message is displayed, a participant will still be able to play the machine, however, no Buffs Advantage Reward Points will be accrued to the member's account (as no details will be recorded in relation to the members' turnover) ;
  - (d) it is their responsibility to ensure that their membership card is correctly inserted into the card acceptor and that the card acceptor is online and in working order.
- 3.10 To earn points at any POS terminal within the Club a member's card must be presented at the time of purchase.
- 3.11 Unless advertised otherwise, tiering points will expire on 31<sup>st</sup> March & 30<sup>th</sup> September in each year.
- 3.12 Bonus points will expire 3 years from the date they were earned

#### **4. Tier Levels**

- 4.1 There are four (6) levels in the Buffs Advantage loyalty program. They are Platinum, Gold, Silver, Copper, Zinc and Lead.
- 4.2 To be eligible for a Platinum, Gold, Silver, Copper, Zinc or Lead membership the participant must, during the Club's financial year, accumulate the advertised amount of Buffs Advantage Reward Points.
- 4.3 Tier reviews will be conducted on a monthly basis in accordance with the following:
- (a) if a participant has accumulated sufficient points and is eligible for a higher tier, the participant will be promoted to the applicable higher tier; and
  - (b) if, during the March or September reviews, a participant does not have sufficient points to remain in their tier, the participant will be demoted to the applicable lower tier (demotions will only occur during the March and September reviews);
  - (c) If applicable, a participant's promotion or demotion will be completed by the seventh business day of the month.
- 4.4 A participant may purchase a tier level for the following amounts. Silver \$1000, Gold \$3000 or Platinum \$5000.

## 5. Tier Rewards

- 5.1 A participant will be entitled to the advertised benefits associated with their relevant tier level.
- 5.2 The points accrue at a rate of \$13.35 (platinum) and \$10 (gold) per day based on a 30 day month. The allowance will accumulate on a daily ratio of the time a member is in each tier. (eg. If a members is only in the gold tier for 15 days they will only receive \$150)

All F&B points will expire at the close of the last day of the month

## 6. Privacy

- 6.1 By participating in Buffs Advantage the participant consents to the Club collecting and retaining the Participant's information (including information concerning the Participant's membership) for the purposes of:
- (a) Carrying out the functions and activities that are necessary for the Club to meet its obligations to the Participant under these terms and conditions and Buffs Advantage;
  - (b) Disclosing the participant's personal information to third parties who are engaged by the Club to assist it in meeting its obligations to a Participant under these terms and conditions and Buffs Advantage;
  - (c) Marketing the Club's goods and services to the Participant;
  - (d) Disclosing the participant's personal information to selected third parties to allow them to market their goods and services to the participant (unless the Participant informs the Club otherwise in writing); and
  - (e) Meeting legal requirements or fulfilling any purpose authorised by or under law.
- 6.2 Subject to any applicable law the Club will, at the participant's request, provide the participant with access to personal information held by the Club.
- 6.3 If the participant becomes aware that any personal information held by the Club is inaccurate, incomplete or out of date, the participant must immediately advise the Club to enable the Club to update its records.
- 6.4 The Club is committed to privacy and the safeguarding of member, visitor and staff personal information. Further information regarding the Club's Privacy policy is available from the Club on request.

## 7. Opting Out, Suspension and Termination of Buffs Advantage

- 7.1 If a participant does not wish to participate in the Buffs Advantage they can opt out at any time by contacting the manager on duty. If a participant opts out of the Buffs Advantage their accrued points will be cancelled and they will cease to be entitled to any of the benefits provided by Buffs Advantage.
- 7.2 A participant may terminate his or her membership of the Club at any time in accordance with the Club's Constitution. The Club may terminate a participant's membership of the Club in accordance with the Club's Constitution. If a participant's membership of the Club is terminated, their accrued points will be cancelled and they will cease to be entitled to any of the benefits provided by Buffs Advantage.
- 7.3 The Club may suspend a participant from participating in Buffs Advantage in any of the following circumstances:
- (a) if the participant's membership of the Club is suspended in accordance with the Club's Constitution; or
  - (b) if the participant becomes an employee, agent or contractor of the Club.
- 7.4 These terms and conditions and the Buffs Advantage may be amended, suspended or terminated by the Club, in its absolute discretion, at any time without notice. Participants are precluded from making any claim against the Club for any compensation in respect of any damage or loss in respect of any amendment, suspension or termination.

## **8. Responsible Gaming and Service of Alcohol**

- 8.1 The Club is committed to providing an environment in which gambling minimises harm and meets Community expectation. Gaming facilities are provided in 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.
- 8.2 All members acknowledge that due to legislative restrictions on gaming related advertisements, the operation of Buffs Advantage may only be displayed in certain areas within the Club's premises
- 8.3 The Club is committed to maintain 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.