

- by writing to a Venue Operator); and
- (c) (unless you have opted out on your membership application form) request and consent to a Venue Operator and its Associated Persons sending you gaming machine advertising in connection with gaming machines operated at the Venue.
- 17.5 If you receive any communication from a Venue Operator that you have asked not to receive, you must immediately inform a Venue Operator.
- 18. INFORMATION ACCESS**
- 18.1 You may access the information currently held by the Venue Operators in relation to your existing or any prior membership of the Program. The Venue Operators may in their sole discretion charge a fee not exceeding the prescribed amount (\$20.00 at the time of initial publication of these Rules) for providing you with such access.
- 18.2 You must produce valid identification acceptable to the Venue Operators to evidence your current or prior membership of the Program before the Venue Operator will grant you access. Unless required by law, the Venue Operators will not allow a third party to access any information that it holds in relation to your membership of the Program on your behalf.
- 18.3 You acknowledge and agree that the Venue Operators or Tabcorp may provide information about the Program (other than your Personal Information) to any person or body for research purposes if it is directed to do so by any government authority.

19. GENERAL

- 19.1 Subject to consumer guarantees set out in Division 1 of Part 3-2 of Schedule 2 of the Australian Consumer Law and to the extent otherwise permitted by law:
- (a) without limiting any other provision of these Rules, you agree to release and forever discharge the Venue Operators and their Associated Persons from any Claim arising in connection with the Program, Promotions, Prizes, Points, Rewards and Third Party Offers, including (without limitation) any errors or admissions (including negligence) in representations, information, publications or advertisements directly or indirectly pertaining to the Program, Promotions, Prizes, Points, Rewards or Third Party Offers;
- (b) all express and implied warranties (whether statutory or otherwise) relating in any way to the subject matter of these Rules (including, without limitation, in connection with the operation of the Program, Promotions, Prizes, Points and Rewards and any goods or services obtained by you in respect of Third Party Offers) are excluded by the Venue Operators;
- (c) the Venue Operators have no liability for any Claim by or against you, directly or indirectly, in connection with your membership of the Program, Promotions entered into, Prizes won, Points received, Rewards redeemed or your use of Third Party Offers and you release and discharge, and continue to release and discharge, the Venue Operators from any and all liability for any such Claim; and
- (d) the Venue Operators will use reasonable endeavours to transmit notices and other relevant information to you whether via the Kiosk, the Website or by other means, but the Venue Operators will not be liable to you for any failure to do so. Although reasonable efforts will be made to ensure that information provided to you is correct, the Venue Operators will not be liable to you as a result of any inaccuracy contained in the Program, the Rules and any notices or information.
- 19.2 Decisions made by the Venue Operators in relation to membership and/or the administration of the Program are final and no correspondence will be entered into.
- 19.3 Any tax assessment or other government charge or liability or reporting requirement in relation to your participation in the Program, Promotions, receipt of Prizes, the receipt or redemption of Points or the receipt of any Rewards is your sole responsibility.
- 19.4 If any part of the Rules is at any time 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 the Rules and the remainder of the Rules will continue to have full force and effect.
- 19.5 These Rules and the Program itself are governed by the laws of the state of Victoria, Australia.

20. DEFINITIONS

In these Rules:

- 'Act'** means the Gambling Regulations Act 2003 (Vic) as amended from time to time.
- 'Associated Persons'** means the directors, employees (whether full-time, part-time or casual), Related Bodies Corporate, agents, contractors, advisors and owners of Tabcorp and the Venue Operator, respectively, (as is applicable).
- '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 the Venue Operators to you in relation to your membership of the Program at the Venue and upon which Points are recorded (and includes any temporary Card(s) issued to you).
- 'Claim'** means any loss, cost, claim, liability, demand or damage.
- 'Excluded Person'** means any person as determined by the Venue Operators or Tabcorp 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 the Venue Operators or Tabcorp or Tabcorp or any other wagering and or betting operator in Australia or overseas that they wish to be ineligible to participate in any gambling services.
- 'Gaming Machine'** has the same meaning as in the Act.
- 'Kiosk'** means the kiosks situated at the Venue which accept the Card.
- 'Network Promotion'** means a promotion that is based on a game of skill with no element of chance developed by Tabcorp for the purpose of enabling members to potentially be awarded Prizes by the Venue Operators.
- 'Personal Information'** means any information or opinion (irrespective of the medium in which this is stored or kept) about you, whether true or not, from which your identity can be reasonably be ascertained, including without limitation:
- (a) Details in relation to your patronage of the Venue;
- (b) Details in relation to Points that you have accrued;
- (c) Details in relation to requests you have made for Rewards (and the outcome of those requests); and
- (d) Your personal details such as name, address, phone numbers, email addresses and date of birth and any other information provided in your membership application form.
- 'Player Activity Statement'** means an activity statement in accordance with the requirements under the Act that provides you with information about your membership of the Program and relating to occasions where you have used your Card while playing Gaming Machines at a Venue.
- 'Points'** means points awarded by the Venue Operators to you when you complete Transactions at the Venues.
- 'Present'** means, in relation to a Card, to insert, swipe, touch or otherwise interface and exchange data between the Card and a Kiosk or one of the Venue's point of sale locations.

'Prize' means a prize, consisting of money, goods, additional Points or some other benefit, awarded by the Venue Operators to you as:

- (a) part of a Venue Promotion, in which case the prize awarded shall be at the Venue Operators' sole discretion; or
- (b) part of a Network Promotion, in which case the prize awarded shall be at Tabcorp's discretion;
- 'Program'** means the "The Brook Rewards" branded membership loyalty program operated by the Venue Operators at the Venue and which is governed in accordance with these Rules.

'Promotion' means a Venue Promotion or a Network Promotion or both, as the context requires. 'Related Body Corporate' has the meaning given to it in the Corporations Act 2001 (Cth). 'Representation' means a clear, explicit statement that is made in writing.

'Rewards' means benefits, facilities, goods and services and arrangements (excluding gaming products and services) which may, from time to time, be offered or provided to you by the Venue Operators in exchange for Points that you earn at the Venue, in accordance with these Rules.

'Rules' means these rules (being the rules of the Program) and any amendments, additions or replacements made thereto from time to time by the Venue Operators in their absolute and sole discretion.

'Tabcorp' means Tabcorp Gaming Solutions Pty Ltd ACN 138 853 765 or, as the context requires, any of its Related Bodies Corporate.

'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 Website, the Kiosk and/or the Program promotional material, 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). For the avoidance of doubt, Network Promotions are not considered to be Third Party Offers.

'Transaction' means where you Present your Card at (a) a Gaming Machine and/or (b) a point of sale food or beverage transaction at a Venue.

'Turnover' means the aggregate dollar value of your Transactions at the Venues.

'Venue' means the venue listed below who is participating in the Program and in relation to which you have been granted membership of the Program, further details of which can be found on the Website.

'Venue Operator' means the operator of the Venue listed below in Rule 22.

'Venue Promotion' means a promotion that is based on a game of skill with no element of chance developed by the Venue Operators for the purpose of enabling members to potentially be awarded Prizes by the Venue Operators.

'You' or **'you'** means a person who is eligible for membership of the Program and who is accepted as a member of the Program at the Venue and whose membership has not been cancelled or terminated.

'Website' means <http://www.thebrookpointcook.com.au>, being the Venue Operators' website on which these Rules can be found.

21. VENUE AND VENUE OPERATOR DETAILS

Each Venue participating in the Program and its applicable Venue Operator are listed below. This list is subject to amendment and will be published on the Website.

| VENUE | VENUE OPERATOR |
|----------------------|-------------------------------|
| THE BROOK ON SNEYDES | GEELONG FOOTBALL CLUB LIMITED |

THE BROOK

POINT COOK

215 Sneydes Road, Point Cook 3030

Ph 03 9394 6444 • thebrookpointcook.com.au



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THE BROOK

REWARDS

MEMBERSHIP RULES



*Respect the Past,
Welcome the Future*

THE BROOK REWARDS CUSTOMER RULES

1. ACCEPTANCE OF RULES

- 1.1 These Rules apply to your membership of the Program operated at the Venues by the Venue Operators.
- 1.2 By signing the Program membership application, becoming a member of the Program, using your Card or using any of the benefits arising from the Program you will be taken as having been bound by these Rules, and will be taken to have given the privacy consents referred to in these Rules.
- 1.3 You acknowledge that you have read and understood these Rules.
- 1.4 All Points accrued by you and not redeemed on Rewards under the customer rules branded "Player Rewards" and/or "Diamond Rewards" (as applicable) shall be deemed to be Points under the Program, pursuant to these Rules.

2. CHANGES TO THE PROGRAM AND RULES

- 2.1 The Venue Operators reserve the right to, at any time and from time to time and without prior notice to you, make changes to the Program and the policies and procedures concerning the manner in which Points and Rewards can be earned and redeemed.
- 2.2 The Venue Operators may also, at any time and from time to time and after 14 days' notice on the Website and on the Kiosk, make changes to these Rules.
- 2.3 A copy of the current Rules may be obtained from the Venue, via the Kiosk or at the Website. You acknowledge that if there is any inconsistency between the Rules obtained from these sources, the Rules on the Website will prevail to the extent of any inconsistency.

3. MEMBERSHIP

- 3.1 The Program is provided and administered by the Venue Operators. Certain services relating to the Program may be provided by Tabcorp.
- 3.2 You must be at least 18 years old and an Australian resident to join the Program. You may be asked at any time to produce valid identification acceptable to the Venue Operators to evidence your eligibility.
- 3.3 If you do not qualify or are unable to produce evidence acceptable to a Venue Operator, a Venue Operator will immediately reject your membership application or cancel your existing membership (if any) and any Points that you may have accrued will be immediately forfeited.
- 3.4 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.
- 3.5 You agree and acknowledge that it is your responsibility to inform a Venue Operator if you become an Excluded Person.
- 3.6 To apply for membership of the Program, you must complete and sign the Program membership application form. You acknowledge and agree that all information that you provide on your Program membership application form is true and correct.
- 3.7 The Venue Operators have the right to refuse your application for membership in its sole and absolute discretion and without providing you with any reason.
- 3.8 Only one membership of the Program per person is permitted. You may earn and redeem points in the Program at any Venue.
- 3.9 Unless authorised by the Venue Operators (in their absolute discretion), Associated Persons of the Venue Operators and Tabcorp are ineligible to join the Program. If you are a member of the Program and you subsequently become an Associated Person of the Venue Operators or Tabcorp, your membership will be automatically terminated and your Points (if any) immediately forfeited without compensation.
- 3.10 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.
- 3.11 You must not allow a minor to use your Card and must not disclose any of your membership details including your security details (including your PIN) to any minor.
- 3.12 The Venue Operators may set different tiers of membership for the Program. Tiers of membership in the Program may be varied at any time by the Venue Operators without notice to you. The criteria for eligibility to a particular tier of membership will be determined by the Venue Operators and is subject to variation without notice to you.
- 3.13 The Venue Operators shall have the right to assess your membership and promote you to a higher tier on a monthly basis. The Venue Operators may demote you to a lower tier on an annual basis at its sole discretion, having regard to your Turnover in the relevant time period.

4. NOTICES

- 4.1 An electronic communication from either the Venue Operators or Tabcorp will satisfy any requirement for a written communication including for a written notice under these Rules unless otherwise stated.
- 4.2 Any electronic communication sent to you by the Venue Operators will be taken to be received by you on the next business day after it was sent, provided the Venue Operators have sent it to the most current email address provided by you. An electronic communication that you send to the Venue Operators will be taken to be received by the Venue Operators on the next business day after you send it, provided you send it to the most current email address provided by the Venue Operators.
- 4.3 It is your responsibility to ensure that your contact details, including your email address is current at all times. The Venue Operators take no responsibility for delays or non-receipt of information due to your failure to keep your contact information up to date.
- 4.4 You agree to notify a Venue Operator in writing of any change of email address and postal address as soon as possible. The Venue Operators may require any reasonable written proof necessary to verify the change.

5. CARDS

- 5.1 Only one Card per person is permitted. A Card issued to you is personal to you. Cards remain the property of the Venue Operators (even when it is in your possession) and must be returned to the Venue Operators on demand.
- 5.2 It is your responsibility to protect your Card and take all possible precautions against loss, theft or any unauthorised use. The Venue Operators do not accept any responsibility for misuse of lost or stolen Cards. You must immediately report to a Venue Operator any Card that is lost or stolen.
- 5.3 You must present identification acceptable to the Venue Operators to receive a replacement Card and you may be charged a fee for a replacement Card. The Venue Operators reserve the right to cancel your membership if you claim an excessive number (in the Venue Operators' sole opinion) of lost, stolen or damaged Cards.
- 5.4 The Venue Operators reserve the right at any time to require a person using a Card to provide valid identification to verify that that person is entitled to use that Card.

6. PIN

- 6.1 You must use your Card (and may be required to enter a PIN) in order to be able to access your Program membership via a Kiosk.
- 6.2 You must not disclose your password to any other person for any purpose whatsoever.
- 6.3 The Venue Operators will not be liable for any unauthorised use, redemption of Points or any other entitlement as a result of your Card being lost or stolen or if a password becomes known to another person.

7. POINTS

- 7.1 You will earn Points based on your Turnover provided that your Card is presented when completing a transaction. It is your responsibility to present your Card at the time of the Transaction as Points will not be awarded retrospectively to you if you have failed to present your Card.
- 7.2 Points will only be credited to your Card in respect of whole dollar spend on Transactions.
- 7.3 It is your responsibility to ensure that Points are actually registered when you complete a Transaction. If you consider that Points have not been correctly registered, you should immediately inform the Venue staff.
- 7.4 Your membership is personal to you. Your membership and benefits associated with being a member of the Program (including Points) are not transferable to anyone else, even in the event of your death. Points are not exchangeable for cash.
- 7.5 You may earn and redeem points in the Program at any Venue.
- 7.6 The Venue Operators are capable of providing you with the ability to only earn Points on point of sale Transactions if you contact a Venue Operator (in Venue or in writing) of your desire to only participate in a certain aspect of the Program. The basis and the rate upon which you may earn Points shall be determined by the Venue Operators acting in their absolute discretion and without being required to give prior notice to you, save and except that the Venue Operators will not make changes to the basis and rate of Points earned retrospectively. Without limitation, the basis and rate upon which a member of the Program may be earn points, may vary depending on their tier of membership in the Program.
- 7.7 The Venue Operators may, in their sole and absolute discretion, from time to time introduce additional means of earning Points, including vouchers and other special offers, in all cases subject to such terms and conditions as determined by the Venue Operators.
- 7.8 The Venue Operators reserve 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, Venue Operator fault or mistake, misrepresentation, where there has been misuse or the Venue Operators reasonably suspect that there has been misuse of your Card or as a result of any impropriety. Unless otherwise specified by the Venue Operators, Points will automatically expire 1 year from the date you earn them.
- 7.9 Any notice issued by the Venue Operators (whether via the Kiosk, Gaming Machine in the Venue, Activity Statement or otherwise) regarding the number of Points accrued to you will be final and conclusive.

8. REWARDS

- 8.1 Points that you have accrued can be exchanged for available Rewards offered by the Venue Operators.
- 8.2 If you do not have enough Points to obtain a particular Reward, you will not be able to claim that item. Additional Points cannot be purchased.
- 8.3 Subject to clause 8.6, the Venue Operators will determine the number of Points required to redeem for any Reward and may change the number of Points required to redeem for any Reward at any time without notice to you.
- 8.4 Rewards are subject to change and availability and may be subject to certain conditions. The Venue Operators reserve the right, in its sole and absolute discretion, to accept or reject upon reasonable grounds any request to receive a Reward without providing any reason to you.
- 8.5 Subject to consumer guarantees set out in Division 1 of Part 3-2 of Schedule 2 of the 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) the Venue Operators do not make any warranties or representations to you in connection with any Rewards and expressly disclaims all liabilities (including for consequential and indirect loss) with respect to type, quality and standards of Rewards and your use of the Rewards.
- 8.6 Notwithstanding clauses 8.3 and 8.5, if the Venue Operators make a Representation to you that a Reward will be available for a defined period of time, or the amount of Points required to redeem a Reward will remain fixed for a defined period of time, then the Venue Operators will honour that Representation.
- 8.7 Rewards will not comprise any gaming products or services and Points cannot be used as credit on Gaming Machines.

9. PROMOTIONS

- 9.1 From time to time, you may be invited to participate in Promotions at the Venue. Participation in these Promotions may be subject to certain terms and conditions. Terms and conditions applicable to a Promotion will prevail over these Rules to the extent of any inconsistency between them.

- 9.2 Subject to consumer guarantees set out in Division 1 of Part 3-2 of Schedule 2 of the Australian Consumer Law and to the extent otherwise permitted by law, neither the Venue Operators nor Tabcorp makes any warranties or representations to you in connection with any Promotions (or any Prizes awarded under any Promotions) and expressly disclaims all liabilities (including for consequential and indirect loss) with respect to type, quality and standard of those Promotions and Prizes.

- 9.3 Notwithstanding clause 9.2, if the Venue Operators make a Representation to you that a Prize will be awarded for a Promotion, the Venue Operators will honour that Representation.

10. THIRD PARTY OFFERS

- 10.1 Your membership of the Program may from time to time give you an opportunity to access Third Party Offers.
- 10.2 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 the Venue Operators and that, subject to the Australian Consumer Law and to the extent otherwise permitted by law, the Venue Operators have 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 the Venue Operators.
- 10.3 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.
- 10.4 Third Party Offers may require a payment of a fee to the third party provider of the relevant Third Party Offer and this may require entry of your credit card details into the Kiosk for this purpose. If you choose to take up the Third Party Offer you acknowledge you enter your credit card details in the Kiosk at your own risk.

11. PLAYER ACTIVITY STATEMENTS

- 11.1 By joining the Program, and marking your membership application form accordingly, you agree to receive Player Activity Statements. This clause 11 only applies where you have agreed to receive Player Activity Statements.
- 11.2 The Venue Operators will be responsible for issuing you with your Player Activity Statements.
- 11.3 At least once a year, the Venue Operators will send you a Player Activity Statement by email unless you have elected (on your membership application form or have notified a Venue Operator by notice in writing) to collect your Player Activity Statement from the Venue (Collection Option).
- 11.4 If you have elected the Collection Option, the Venue Operators will within 7 days after your Player Activity Statement is prepared, notify you by email that your Player Activity Statement is available for collection from the Venue (Collection Notice).
- 11.5 If you do not collect your Player Activity Statement within one (1) month of the date of the Collection Notice, your membership in the Program will be automatically suspended until you collect the Player Activity Statement or until your membership in the Program is terminated in accordance with clause 11.6 (whichever is the first to occur) (Suspension Event).

- 11.6 If you do not collect your Player Activity Statement within three (3) months of the date of the Collection Notice, your membership in the Program will automatically terminate and any Points you have accumulated will automatically be forfeited (Termination Event).

- 11.7 A Venue Operator will notify you in writing if a Suspension Event or a Termination Event occurs.

- 11.8 Additional copies of your Player Activity Statement can be obtained from the Venue Operator on written request. The Venue Operators may in their sole discretion charge a fee not exceeding \$20 for each additional Player Activity Statement.

12. SETTING VOLUNTARY PRE-COMMITMENT TIME LIMITS

- 12.1 Your Play is a voluntary pre-commitment system and is operated by Intralot Gaming Services Pty Ltd (ABN 93 136 875 673) in its capacity as the holder of the Monitoring Licence and pursuant to a Ministerial direction made under section 3.8A.2 of the Act (YourPlay).
- 12.2 With Your Play, you can set time limits and net loss limits and track your gaming machine play online or in venue.
- 12.3 If you wish to register for YourPlay, you are able to obtain a Card from a Venue Operator or if you already have a Card, have your Card encoded to include your YourPlay account details, provided that you have appropriate identification.
- 12.4 If you have registered for YourPlay you agree to abide by the relevant YourPlay terms and conditions, from time to time. The YourPlay terms and conditions may limit the Points you can receive under the Program, in certain circumstances.

13. TERMINATION BY YOU

- 13.1 At least once each year, a Venue Operator will send you a notice in writing by email unless you have elected (on your membership application form or have notified a Venue Operator by notice in writing, in which case the Venue Operator will provide you with a reply paid envelope together with the notice) informing you of your right to terminate your membership of the Program.
- 13.2 You may terminate your membership of the Program at any time by giving a Venue Operator notice in writing and returning your Card to the Venue (Opt Out Notice).
- 13.3 On receipt of an Opt Out Notice, the Venue Operators will immediately cancel your membership and any Points which you have not been redeemed at the time of cancellation will be immediately forfeited.
- 13.4 You are required to immediately return your Card to a Venue Operators upon giving your giving of an Opt Out Notice.

14. TERMINATION AND SUSPENSION OF MEMBERSHIP BY THE VENUE OPERATORS

- 14.1 The Venue Operators may suspend your membership in the Program to investigate your membership and the use of your Card if the Venue Operators become aware or reasonably believes that your membership has errors, has been misused, has been subject to unauthorised use, that you may not be gambling responsibly and/or is directed by a government authority to do so. A Venue Operator will notify you in writing of such suspension.
- 14.2 The Venue Operators may at their sole discretion immediately terminate your membership of the Program if the Venue Operators determine, acting reasonably that:
 - (a) You are in breach of the Rules or any procedures, policies or rules imposed by the Venue Operators;
 - (b) You are or become an Excluded Person;
 - (c) Based on statements made by you, that you may not be gambling responsibly;
 - (d) You do not comply with the terms and conditions relating to any Third Party Offer;
 - (e) You misuse your Card or have used the Card of another person; and/or
 - (f) You behave in a manner which the Venue Operators (in their sole discretion) consider to be dishonest, offensive, disruptive, intimidating, illegal and/or improper.
- 14.3 If your membership is cancelled pursuant to clause 14.2:
 - (a) the Venue Operators will notify you of the cancellation in writing;
 - (b) any Points you have accumulated will automatically be forfeited (unless the Venue Operators determine otherwise);
 - (c) you will not be eligible to receive any benefits offered under the Program; and
 - (d) you must immediately return your Card to a Venue Operator.
- 14.4 If you die, your membership will be automatically cancelled and your Points will be deemed to be immediately forfeited.

15. TERMINATION OF THE PROGRAM BY THE VENUE OPERATORS

- 15.1 The Venue Operators reserve the right to, at any time and from time to time, cancel the Program in whole or in part or suspend it for any period for any reason after giving 30 days' notice on the Website or on the Kiosk.
- 15.2 You acknowledge and agree that the Venue Operators make no representation or warranty that the Program will continue to be available for any period of time.
- 15.3 If the Venue Operators cancel the Program pursuant to this clause 15, you will have 30 days from the date of the Venue Operators' notice to redeem all Points. Points not redeemed after this time will be forfeited.

16. CONSEQUENCES OF SUSPENSION OR TERMINATION

- 16.1 If your membership in the Program is terminated for any reason;
 - (a) all benefits associated with the Program whether they have accrued or not will lapse; and
 - (b) notwithstanding any other provisions in these Rules, you will not receive any marketing or promotional materials in relation to Gaming Machines and gaming products and services from the date your membership in the Program is cancelled.
- 16.2 If your membership in the Program is terminated for any reason and you subsequently become eligible to re-join the Program, you must complete a new membership application form.
- 16.3 Notwithstanding any other provisions in these Rules, if your membership in the Program is suspended for any reason you will not receive any marketing or promotional materials in relation to Gaming Machines and gaming products and services during the period of suspension.
- 16.4 You agree that the Venue Operators and Tabcorp 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 in the Program.

17. PRIVACY

- 17.1 The Venue Operators will collect, hold, use and disclose your Personal Information in accordance with the Privacy Act 1988 (Cth) and the Venue Operators' privacy policy. You should read the Venue Operators' privacy policy in full before joining the Program.
- 17.2 If you do not provide the necessary Personal Information to the Venue Operators, the Venue Operators may not be able to approve your application to join the Program.
- 17.3 To access and/or correct Personal Information held by the Venue Operators, send a Venue Operator a written request and that Venue Operator will, to the extent that they are required to do so by law, provide you with access to, and the ability to correct, your Personal Information.
- 17.4 By becoming a member of the Program you:
 - (a) consent to receiving offers and promotional material from third parties (but you may withdraw that consent at any time by writing to a Venue Operator);
 - (b) request to be contacted in relation to Promotions or Third Party Offers, using the particular method (e.g. phone, email or SMS) specified on your membership application form (but you can opt-out from receiving communications at any time,