

(but you can opt-out from receiving communications at any time, 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, or as provided under the Venue Operators' privacy policy, 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.

**'Assessment Period'** means the period between 1 July and the following 30 June each year during the Program.

**'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 that is 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 "Pegasus 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 outlet at a Venue.

**'Turnover'** means the aggregate dollar value of your Transactions.

**'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 relevant 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 www.pegasusleisure.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
Caulfield Glasshouse	Victoria Amateur Turf Club (incorporating the Melbourne Racing Club)
Steeples	Victoria Amateur Turf Club (incorporating the Melbourne Racing Club)
Stoney's Club	Victoria Amateur Turf Club (incorporating the Melbourne Racing Club)
Highways Sandown	Victoria Amateur Turf Club (incorporating the Melbourne Racing Club)
The Junction Hotel	Junction Hotel (FMG) Pty Ltd
Croydon Hotel	Croydon Hotel (TGG) Pty Ltd
The Grand Hotel Frankston	Hamday Pty Ltd
Cove Hotel	Yadnum Pty Ltd
Golden Fleece Hotel	Upday Pty Ltd
Golden Nugget	Magday Pty Ltd
Sugar Gum Hotel	Spar Holdings Pty Ltd

## Pegasus REWARDS

# You can use your Pegasus Rewards card at any of our venues

THE  
GLASSHOUSE  
CAULFIELD

HIGHWAYS

steeples  
- mornington

THE  
CROYDON  
HOTEL

The  
Cove  
- the marina

GOLDEN  
FLEECE  
HOTEL

the sugar gum  
Entertainment • Bistro • Bar • Bottleshop

THE  
GRAND

the junction

Stoney's

GN  
GOLDEN  
NUGGET

Your  
Play

Think! About Your Choices  
Call Gambling Help 1800 858 858 or visit  
www.gamblinghelponline.org.au

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www.gamblinghelponline.org.au

Pegasus  
REWARDS

Collect. Redeem. Experience.

# Membership Information & Rules

## Pegasus Rewards Customer Rules

### 1. ACCEPTANCE OF RULES

- These Rules apply to your membership of the Program operated at the Venues by the Venue Operators.
- 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.
- You acknowledge that you have read and understood these Rules.
- These Rules shall govern the Program on and from 22 January 2018 and supersedes any and all previous versions of the Rules.

### 2. CHANGES TO THE PROGRAM AND RULES

- 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.
- 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.
- 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

- The Program is provided and administered by the Venue Operators. Certain services relating to the Program may be provided by Tabcorp.
- 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.
- 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.
- 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.
- You agree and acknowledge that it is your responsibility to inform a Venue Operator if you become an Excluded Person.
- 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.
- 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.
- Only one membership of the Program per person is permitted. You may earn and redeem points in the Program at any Venue..
- The Venue at which you lodge your Program membership application form will be your **Home Venue**. Your Home Venue may be amended by the Venue Operators (at their sole discretion):
  - on 1 July each year;
  - in circumstances where Your Home Venue ceases to be a Venue participating in the Program (for example, where the Venue is no longer under management of the relevant Venue Operator); or
  - on an ad hoc basis in exceptional circumstances.
- The assessment of Your Home Site by the Venue Operators pursuant to clause 3.9 will be determined having regard your Turnover at the Venues within the preceding 12 months, and, where appropriate, geographical considerations.
- 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.
- 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.
- 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.
- 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.
- 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 (on 1 July each year) at its sole discretion, having regard to your Turnover in the preceding 12 months..

### 5. CARDS

### 6. PIN

### 7. POINTS

### 8. REWARDS

### 9. PROMOTIONS

### 10. THIRD PARTY OFFERS

### 11. PLAYER ACTIVITY STATEMENTS

### 12. SETTING VOLUNTARY PRE-COMMITMENT TIME LIMITS

### 13. TERMINATION BY YOU

### 14. TERMINATION AND SUSPENSION OF MEMBERSHIP BY THE VENUE OPERATORS

- You are in breach of the Rules or any procedures, policies or rules imposed by the Venue Operators;
- You are or become an Excluded Person;
- Based on statements made by you, that you may not be gambling responsibly;
- You do not comply with the terms and conditions relating to any Third Party Offer;
- You misuse your Card or have used the Card of another person; and/or
- You behave in a manner which the Venue Operators (in their sole discretion) consider to be dishonest, offensive, disruptive, intimidating, illegal and/or improper.

- the Venue Operators will notify you of the cancellation in writing;
- any Points you have accumulated will automatically be forfeited (unless the Venue Operators determine otherwise);
- you will not be eligible to receive any benefits offered under the Program; and
- you must immediately return your Card to a Venue Operator.

### 15. TERMINATION OF THE PROGRAM BY THE VENUE OPERATORS

### 16. CONSEQUENCES OF SUSPENSION OR TERMINATION

- all benefits associated with the Program whether they have accrued or not will lapse; and
- 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.

### 17. PRIVACY

- 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);
- 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