

Terms and Conditions

'Action Rewards' Loyalty Program

Definitions

"Action Points" means points earned by a Member from the purchase or use of Eligible Goods and Services or otherwise awarded by SKYCITY under the terms and conditions of the Loyalty Program

"Card" means the card issued to a Member in connection with their Membership.

"Eligible Goods and Services" means the goods, services and facilities of a Service Provider in respect of which SKYCITY has agreed (with the Service Provider) that Members will earn Points from the purchase or use of such goods, services and facilities.

"Member" means a person whose application for membership of the Loyalty Program has been accepted and who has not ceased to be a member under the terms and conditions of the Loyalty Program; and "Membership" has a corresponding meaning.

"Participant" means a Rewards Provider or a Service Provider.

"PIN" means the personal identification number for use with a Card.

"Loyalty Program" means the Rewards Program administered by SKYCITY and called the SKYCITY Darwin 'Action Rewards' Loyalty Program or such other name as SKYCITY may determine.

"Rewards" means the benefits, goods, services and facilities (including, without limitation, tickets and vouchers) offered from time to time under the Program that can be obtained by a Member through the accumulation and redemption of Points.

"Rewards Provider" means SKYCITY and any person who has an agreement with SKYCITY for Members to obtain Rewards from that person in consideration of the redemption of Points.

"Service Provider" means SKYCITY and any other person who has an agreement with SKYCITY such that Members will earn Points for the purchase or use of Eligible Goods and Services supplied by that person.

"SKYCITY" means SKYCITY Darwin Pty Limited (ABN 54 009 624 417) and its successors and assigns.

Membership

1. Membership is only available to individuals aged 18 years or over.
2. A person is not eligible to be a Member while the person is an employee in any capacity of any SKYCITY property.
3. Persons excluded under the relevant provisions of the Northern Territory Gaming and Liquor Legislation are not eligible to become members of the Action Rewards Loyalty Program during their period of exclusion.
4. An applicant must complete a Loyalty Program Action Rewards application form and present valid identification bearing the applicant's name, photograph and signature for verification.
5. SKYCITY reserves the right to refuse any application for Membership or terminate Membership at any time for any reason at its discretion (including, without limitation, if a Member trespasses in any area at the property of a Service Provider or agrees to bar him/herself from entering the property of a Service Provider).
6. SKYCITY may establish, change or remove at any time different categories of Membership to which different requirements and benefits apply, including without limitation Point accrual rates, means of accruing Points and Rewards available. Membership and levels of Membership are determined solely at the discretion of SKYCITY. Without limiting the above, the criteria for determining a Member's Membership level may include the Member's play at SKYCITY Darwin and purchase or use of Eligible Goods and Services of other Service Providers, and may be reviewed periodically.
7. Membership, a Card, Points and other benefits of the Program are personal to a Member and cannot be transferred or assigned to any other person.
8. SKYCITY reserves the right to change an individual's Membership status at any time without prior notice.
9. Membership of the Program does not give access to the benefits of any other club or facility of SKYCITY, SKYCITY Darwin or any other Participant and does not entitle a Member to obtain access to any area, club or

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facility in SKYCITY Darwin or of any other Participant. Any member found attempting to access any such area, club or facility will be deemed to be breaching these terms and conditions.

Points, Entitlements, Benefits and Rewards

10. Members can earn Action Points by purchasing or using Eligible Goods and Services. The number of Points that can be earned when purchasing or using a particular good or service will be as determined by SKYCITY from time to time.
11. Sales functions are only eligible to earn Points for a Member if they are private functions. Government and corporate functions are not eligible to earn Points.
12. Any Points accrued for any purchase or money spent that is then reimbursed or refunded will be deducted from the Member's Points balance.
13. Points can only be accumulated on cash transactions. Members may not earn Points when redeeming Points for Rewards.
14. To accumulate Points and associated Program benefits when playing on gaming machines, the Member must have their Card inserted and accepted for play in the gaming machines. To accumulate Points and associated Program benefits when playing on table games, the Member must present their Card to the dealer at the gaming table prior to commencement of play. To accumulate Points and associated Program benefits when playing Keno at SKYCITY Darwin, the Member must hand their Card to the Keno attendant when checking their Keno ticket. To accumulate Points from the purchase or use of Eligible Goods and Services of a Service Provider (other than SKYCITY), the Member must comply with the requirements (including as to the use of their Card) in respect of such purchase or use as are provided by SKYCITY or the Service Provider.
15. SKYCITY will not be liable in any way in relation to the unavailability of Points or other Program benefits which fail to accrue as the result of malfunction, operator error or any other reason. SKYCITY has no obligation to make available to members Points or Program benefits which fail to accrue for any reason.
16. SKYCITY reserves the right at any time to change or amend the rate at which Points or associated Program benefits are accrued, the means by which they are accrued, and the Eligible Goods and Services in respect of which they are accrued.
17. Members may redeem Points for Rewards provided by a Rewards Provider during their Membership. To redeem Points for a Reward, the Member must present their Card to the relevant Reward Provider at the time of redemption. The Member must advise the relevant Reward Provider that they intend to pay for the purchase by redeeming the requisite number of Points.
18. Points are not transferable. Points earned must be redeemed within 1 year of the date they are accrued. Any Points that are not redeemed within 1 year of the date they are accrued will expire. Points will be redeemed on a "first-in-first-out" basis.
19. Any voucher issued by a Reward Provider must be redeemed before the expiration date stated on the voucher, will be issued with an absolute face value and is not transferable.
20. Discounts offered for any level of Membership are not available in conjunction with any other special promotions and offers.
21. Program benefits or privileges are not redeemable for cash or other gifts, and no benefits or privileges are transferable to any other person(s).
22. Rewards are subject to availability, and SKYCITY reserves the right at any time (on behalf of itself and other Rewards Providers) to withdraw any entitlement, benefit or Reward, or to change the Points required to be redeemed for the Reward, without notice to Members. SKYCITY shall not be liable in any way to the Member in relation to the unavailability or withdrawal of a particular entitlement, benefit or Reward which may have been previously displayed or promoted as being available for Members or a class of Members, including on the redemption of Points.
23. SKYCITY is not responsible for lost or stolen Rewards after they have been issued or sent to a Member.
24. SKYCITY makes no warranties or representations either express or implied with respect to the quality, standard, fitness or suitability for any purpose of any goods or services (including Rewards) offered as part of the Programme and, to the extent permitted by law, disclaims any and all liability for any loss, damage or claim that arises in connection with any of those goods and services. Liability for a breach of a condition or warranty in relation to goods or services provided in the course of the Programme is limited:

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- (a) In the case of goods, to either one or more of the following:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; and
- (b) In the case of services, to:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

25. Members are not permitted to accrue Points or benefits as a result of play by another person.
26. If a Member's account reaches a certain Points balance or accrues a certain amount within a particular period, the cardholder may be required to comply with the provisions of the Financial Transactions Reports Act 1988.

Cards

27. All Cards remain the property of SKYCITY, and must be returned on demand including on the termination or cessation of Membership.
28. SKYCITY shall not be liable for any unauthorised use of a Card and the subsequent accumulation and redemption of Points and other Program benefits.
29. Use or signing of a Card by a Member indicates acceptance of the rules, terms and conditions of the Program.
30. In the event a Card is lost or stolen, the Member must report it immediately to SKYCITY management. Upon presentation of valid photo identification, a replacement Card will be issued.

Personal Identification Number (PIN)

31. SKYCITY may request a Member to select a PIN in a format specified by SKYCITY and then issue that PIN to the Member.
32. SKYCITY reserves the right to restrict a Member's ability to accrue Points or obtain other Program benefits, or participate in promotions, by limiting eligibility to those Members issued with PINs.
33. A PIN selected by a Member may only be used by that Member. The Member must not disclose their PIN to another person (except as expressly authorised by SKYCITY) for any purpose whatsoever.
34. Where a PIN has been forgotten or the Member requests SKYCITY to reset their PIN, the Member must present at least one form of acceptable photo identification.
35. SKYCITY shall not be liable for any unauthorised redemption of Points or benefits if a Card is lost or stolen or if a PIN has become known to another person.

Suspension/Termination of Membership

36. SKYCITY reserves the right in its sole and absolute discretion to immediately terminate and/or suspend a Member's Membership and/or cancel any or all Points or other Program benefits which that Member has accrued if any of the following occurs:
- (a) the Member dies or is declared bankrupt;
 - (b) failure by the Member to strictly comply with these terms and conditions whether intentional or otherwise;
 - (c) failure by the Member to comply with the terms and conditions associated with any promotional activity related to the Programme;
 - (d) conduct by the Member which SKYCITY in its sole and absolute discretion considers dishonest, offensive, disruptive and/or intimidating to patrons or staff;
 - (e) conduct by the Member which SKYCITY in its sole and absolute discretion considers as interfering with or misusing equipment or property; or
 - (f) the Member becomes an employee of SKYCITY in any capacity of any SKYCITY property.
37. In the event that a Member does not register play at SKYCITY Darwin for any continuous period of 1 year, any Points or other Programme benefits that have been accumulated may be cancelled. SKYCITY also reserves the right to cancel the Member's Membership.

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Termination of Operation of SKYCITY Darwin Action Rewards Loyalty Program

38. SKYCITY may suspend or terminate the Program (or any part of the Program) at any time without notice. In the event that the Program ceases to operate, all benefits accumulated, which have not been redeemed by the date and time specified by SKYCITY, will be cancelled upon the issuing of a notice to Members.
39. SKYCITY reserves the right to amend these terms and conditions, and any terms and conditions communicated in any other material sent to Members, at any time in its absolute discretion without giving a reason and without prior notice to Members.

Combination with other Loyalty or Rewards Program

40. SKYCITY may agree to combine the Program with any other loyalty or rewards program, or agree to Points being exchanged or exchangeable for loyalty reward points under any such program (and vice versa), on such terms and conditions (including as to the exchange of Points into loyalty/reward points of that other program (and vice versa) as it may determine in its absolute discretion. Without limitation, such arrangements may include the Member being registered as a member of the other loyalty or rewards program for a specified period, and their Points being treated as if they were points issued under that loyalty and rewards program for such period. SKYCITY may, as a condition of such arrangement, freeze the Member's participation in the Program for such period.

Privacy

41. Information provided by Members to SKYCITY will be collected and held by SKYCITY. SKYCITY will not share Members' personal information with other persons outside the SKYCITY group, except where it has contractual arrangements for the provision of services, such as mail outs, with third party suppliers that may need access to this information to provide the relevant service. SKYCITY requires that these suppliers adhere to the principles of the Privacy Act 1988 and to strict conditions governing how Members' personal information may be used.

Information concerning Members will be held in a database in order to administer the Program and for evaluation in order to assist SKYCITY in improving its services. SKYCITY complies with the National Privacy Principles established under the Privacy Act 1988. SKYCITY uses personal information for the primary purpose for which it is collected and for related purposes where Members would reasonably expect the information to be used, such as:

- (a) administering the Program;
- (b) planning, market research and promotion and marketing of goods, services and facilities of third party suppliers;
- (c) the provision or performance of services relating to the Program;
- (d) sending Members information, including newsletters, provided that Members may advise SKYCITY that they do not wish to receive Member information material; and/or
- (e) host responsibility purposes.

While SKYCITY will not use personal information for any other purpose without a Member's consent, SKYCITY reserves the right to use the information in circumstances set out in the Privacy Act 1988. These circumstances may be related to:

- (f) a legal demand for the information from a law enforcement agency;
- (g) a public or individual health and safety issue; or
- (h) the protection of SKYCITY's rights and property, including, the protection of the integrity of the operation of SKYCITY Darwin.

SKYCITY, other Participants and other contractual third party suppliers will also collect information about the Member's Points balance and information relating to and derived from the Member's transactions affecting his/her Points balance and may exchange such information between them and use it for the above purposes.

Members may request access to personal information and request that it be corrected at any time. If a Member wishes to request access to or correct personal information or if a Member has any queries regarding SKYCITY's privacy policy, please contact the Privacy Officer on (08) 89438888 or Fax (08) 89469788 or by writing to: The Privacy Officer, SKYCITY Darwin, GPO Box 3846 DARWIN NT 0801.

Other Service Providers may make payments to SKYCITY in respect of Points earned by a Member from the purchase by the Member of Eligible Goods and Services from the Service Provider. SKYCITY may make payments to the other Service Providers in respect of goods and services they provide in consideration of the redemption of Points by a Member at the casino or the Service Provider respectively.