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*Trios Sports Club Terms & Conditions – Loyalty Program*

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1. Rules 1.1 These Rules apply to your membership of the Program operated at Trios Sports Club. 1.2 By signing the 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. It is your responsibility to ensure that you are up to date with these Rules.
2. Changes to the Program and Rules 2.1 Trios Sports Club reserves the right to, at any time and without prior notice to you, change the Program and the policies and procedures concerning the manner in which Points and Rewards can be earned and redeemed. 2.2 Trios Sports Club may also, at any time and after 14 days notice by public notice displayed at the Venue change these Rules. 2.3 A copy of the current Rules may be obtained from the Venue 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 take priority. 2.4 Changes will only be made to the Rules pursuant to this section 2 if they are reasonably necessary to protect the legitimate interests of Trios Sports Club. 2.5 If a change is made to these Rules pursuant to this section 2 and it will have a material detrimental effect on you, Trios Sports Club will notify you directly of that change (e.g. by mail, phone, email or SMS).
3. Membership 3.1 The program is provided and administrated by Trios Sports Club 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 Trios Sports Club to evidence your eligibility. 3.3 If you do not qualify or are unable to produce evidence acceptable Trios Sports Club 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 the 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 Trios Sports Club has 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 per person is permitted. 3.9 If you are a member of the Program and you subsequently become an Associated Person of the Venue Operator, 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.
4. Notices 4.1 An electronic communication from Trios Sports Club 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 Trios Sports Club will be

taken to be received by you on the next business day after it was sent, provided Trios Sports Club has sent it to the most current email address provided by you. An electronic communication that you send to Trios Sports Club will be taken to be received by Trios Sports Club on the next business day after you send it, provided you send it to the most current email address provided by Trios Sports Club. 4.3 It is your responsibility to ensure that your contact details, including your email address is current at all times. Trios Sports Club takes no responsibility for delays or non-receipt of information due to your failure to keep your contact information up to date. 4.4 You will notify Trios Sports Club in writing of any change of email address and postal address as soon as possible. Trios Sports Club may require any reasonable written proof necessary to verify the change.

5. Cards 5.1 Only one Card per person. 5.2 Trios Sports Club reserves 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 Trios Sports Club 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 for gaming turnover in a Gaming Machine located at Trios Sports Club in which your card is inserted at the time of the spend, swiping your card at our Kiosk and in the purchase of food and beverage in our venue. Points cannot be purchased. If you become aware that the Kiosk is not working, you should inform Venue staff. 7.2 It is your responsibility to Present your Card at the time of the Transaction. Points will not be awarded retrospectively to you if you have failed to Present your Card. 7.3 Points will only be credited to your Card in respect of whole dollar spend on Transactions. 7.4 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. 7.5 Your membership is personal to you. Your membership and benefits associated with being a member of the Program (including Points) are not transferrable to anyone else, even in the event of your death. Points are not exchangeable for cash. 7.6 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 earn points, may vary depending on the member's tier of membership in the Program. 7.8 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 Operator. 7.9 The Venue Operators may adjust your Points balance where any Points have been accumulated as a result of any malfunction, Venue Operator fault or mistake, misrepresentation or where the Venue Operators reasonably suspect that there has been misuse of your Card or as a result of any impropriety. The Venue Operator may decide in its absolute discretion to postpone or cancel the expiry of Points. The Venue Operators will use reasonable endeavours to notify you with sufficient advance notice if your Points will be expiring. 7.10 Any notice issued by the Venue Operators (whether via the Kiosk, Gaming Machine, in the Venue, Player Activity Statement or otherwise) regarding the number of Points accrued to you will be final and conclusive.

7.11 Trios Sports Club may, in its 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 Trios Sports Club. 7.12 Trios Sports Club reserves the right to adjust the number of Points that you have accumulated where any such Points have been accumulated as a result of malfunction, Trios Sports Club fault or mistake, misrepresentation, where there has been misuse or Trios Sports Club reasonably suspects that there has been misuse of your Card or as a result of any impropriety. 7.13 Unless otherwise specified by Trios Sports Club Points will automatically expire at the end of each financial year at the time end of trade. 7.14 Any notice issued by Trios Sports Club (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 Trios Sports Club. 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 paragraph 8.6, Trios Sports Club 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. Trios Sports Club reserves 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) Trios Sports Club does 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 paragraphs 8.3 and 8.5, if Trios Sports Club makes 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 Trios Sports Club 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. 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, any warranties or representations made to you by Trios Sports Club in connection with any Promotions (or any Prizes awarded under any Promotions), Trios Sports Club 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 paragraph 9.2, if Trios Sports Club makes a Representation to you that a Prize will be awarded for a Promotion, Trios Sports Club will honour that Representation. All outstanding prizes must be collected within 30 days of offer.
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 Trios Sports Club and that, subject to the Australian Consumer Law and to the extent otherwise permitted by law, Trios Sports Club

has 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 Trios Sports Club. 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 you agree to receive your Player Activity Statements where one is required by law. 11.2 At least once a year, you will receive a Player Activity Statement by swiping your card at the Kiosk at Trios Sports Club. 11.3 Reminders will be sent each July via email. 11.4 A message will be displayed each time you swipe your card at the Kiosk that your Player Activity Statement is ready for collection. (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 first to occur) (Suspension Event). 11.7 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). 11.8 Trios Sports Club will notify you in writing if a Suspension Event or a Termination Event occurs. 11.9 Additional copies of your Player Activity Statement can be obtained from the Trios Sports Club on written request. Trios Sports Club may in its sole discretion charge a fee not exceeding \$20 for each additional Player Activity Statements.
12. SETTING VOLUNTARY PRE-COMMITMENT TIME LIMITS 12.1 YourPlay 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 granted pursuant to a ministerial direction made under section 3.8A.2 of the Act. 12.2 Your Play enables you to 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 YourPlay terms and conditions. Your use of YourPlay may limit the Points you can receive under the Program.
13. Termination of membership by you 13.1 At least once a year, Trios Sports Club will send you a notice in writing 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 Trios Sports Club notice in writing (Opt-Out Notice). 13.3 On receipt of an Opt-Out Notice, the Venue Operator will immediately cancel your membership of the program and any Points which have not been redeemed at the time of cancellation will be immediately forfeited.
14. Termination and suspension of membership 14.1 Trios Sports Club may suspend your membership in the Program to investigate your membership of the Program and the use of your Card if Trios Sports Club becomes 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. Trios Sports Club will notify you in writing of such suspension. 14.2 Trios Sports Club may, at its sole

discretion immediately terminate your membership of the Program if it determines, acting reasonably that: (a) You are in breach of the Rules or any procedures, policies or rules imposed by Trios Sports Club; (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 Trios Sports Club (in its sole discretion) considers to be dishonest, offensive, disruptive, intimidating, illegal and/or improper. 14.3 If your membership to the Program is cancelled pursuant to paragraph 14.2: (a) Trios Sports Club will notify you of the cancellation in writing; (b) any Points you have accumulated will automatically be forfeited (unless Trios Sports Club determines otherwise); (c) you will not be eligible to receive any benefits offered under the Program; and 14.4 If you die, your membership will be automatically cancelled and your existing Points balance will be forfeited.

15. Termination of the Program 15.1 Trios Sports Club reserves 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 Trios Sports Club makes no representation or warranty that the Program will continue to be available for any period of time. 15.3 If Trios Sports Club cancels the Program pursuant to this clause 15, you will have 30 days from the date of Trios Sports Club 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 provision 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 Trios Sports Club 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 You agree that your Personal Information will be collected, used and disclosed in accordance with the following documents (and to the extent of any inconsistency between them, in accordance with the order of precedence below): (a) these Rules; (b) the relevant privacy policy of Trios Sports Club (see [www.triossportsclub.com.au](http://www.triossportsclub.com.au)). 17.2 If you send Trios Sports Club a written request, they will, to the extent that they are required to do so by law, provide you with access to or allow you to correct, your Personal Information. You may contact Trios Sports Club in Accordance with the details set out in the privacy policy referred to in paragraph 17.1 above regarding your Personal Information. 17.3 Subject to paragraph 17.6, you authorise Trios Sports Club, and their Associated Persons to collect, hold, use, transfer and disclose your Personal Information in connection with the following purposes: (a) administration of the Program; (b) the redemption of Points and the provision of Rewards; (c) promoting, advertising and marketing of Promotions to you including by means of email, SMS, post, telephone calls or in-person presentation; (d) promoting, advertising and marketing by third parties of Third Party Offers to you (by means of email, SMS, post, telephone calls or in-person presentation); (e) promoting, advertising and

marketing any of the products and services of Trios Sports Club (including gaming and gaming machine advertising and promotional material provided by means of email, SMS, post, telephone calls or in-person presentation); (f) improving customer service by means of research, marketing, service or product development or planning; (g) analysing your use of goods and services provided by Trios Sports Club and third parties; (h) compliance by Trios Sports Club with any law; and (i) compliance by Trios Sports Club with any lawful request of a law enforcement agency or government authority, (together, the Permitted Purposes).

17.4 Subject to paragraph 17.7, you authorise any person who provides services in relation to a Permitted Purpose to use and disclose to third parties your Personal Information to the extent they consider the use to be reasonably necessary for any of the Permitted Purposes.

17.5 If you marked the relevant box on the membership application form, you consent to receiving marketing material including gaming machine advertising in connection with Gaming Machines operated at Trios Sports Club.

17.6 You must notify Trios Sports Club if you do not wish to receive marketing materials or be contacted in relation to Promotions or Third Party Offers or do not want to be contacted using a particular method (e.g. phone, email or SMS) by marking the relevant box(es) on the membership application form, and/or by writing to Trios Sports Club. 17.7 If you receive any communication from the Trios Sports Club that you have asked not to receive under paragraph 17.6, you must immediately inform Trios Sports Club who will use reasonable endeavours to prevent such unauthorised communication re-occurring.

18. Information Access 18.1 You may access the information currently held by Trios Sports Club in relation to your existing or any prior membership of the Program. Trios Sports Club may in its sole discretion charge a fee not exceeding the prescribed amount for providing you with such access. 18.2 You must produce valid identification acceptable to Trios Sports Club to evidence your current or prior membership of the Program before Trios Sports Club will grant you access. Unless required by law, Trios Sports Club 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 Trios Sports Club 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 Trios Sports Club and its 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 Trios Sports Club; (c) Trios Sports Club has 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, Trios Sports Club from any and all liability for any such Claim; and (d) Trios Sports Club will use reasonable endeavours to transmit notices and other relevant information to you whether via the Kiosk, the Website or by other means, but Trios Sports Club 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, Trios Sports Club 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 Trios Sports Club 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, 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 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.

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 Trios Sports Club Venue Operator. 'Australian Consumer Law' has the meaning given that term in the competition and Consumer Act 2010 (Cth). 'Card' means the card validly issued by the Venue Operator to you in relation to your membership of the Program at Trios Sports Club and upon which Points are recorded (and includes any temporary Card/s issued to you). 'Claim' means any loss, cost, claim, liability, demand or damages: 'Gaming Machine' has the same meaning as in the Act: 'Kiosk' means kiosks situated at the Venue which accept the Card: 'Permitted Purposes' means the purposes specified in paragraph 18.3. '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 ascertained, including without limitation: (a) Details in relation to your patronage of the Venue; (b) Details in relation to Points that you have earned; (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 addressed 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. 'Points' means points awarded by the Venue Operator to you when you visit the Venue and Present your Card at a Kiosk, or earned during Gaming Machine play when your card is inserted in the Gaming Machine, or awarded to you when you purchase other goods and services at the Venue such as good or beverage. 'Present' means, in relation to a Card, to insert, swipe, touch or otherwise interface and exchange data between the Card and a Kiosk, a Gaming Machine 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 Operator to you as: (a) part of a Venue Promotion, in which case the prize awarded shall be at the Venue Operator's sole discretion. 'Promotion' means a Venue Promotion, as the context requires. 'Related Body Corporate' has the meaning given to it in the Operations 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 Operator in exchange for Points that you earned 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 from time to time by the Venue Operator in its absolute and sole discretion. '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, discounts programs). 'Venue Promotion' means a promotion that is based on a game of skill with no element of chance developed by the Venue Operator for the purpose of enabling members to potentially be awarded Prizes by the Venue Operator. 'You' or 'you' means a "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 the website at which these Rules can be found as notified by the Venue Operator.

21. Venue Operator details Trios Sports Club, 30 Grant Street, Cranbourne, 3977. ABN 62 084 517 000.