



Terms and Conditions

1. Rules 1.1 These Rules apply to your membership in the Program operated at Phillip Island RSL. 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...

2. Changes to the Program and Rules 2.1 Phillip Island RSL 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 Phillip Island RSL may also, at any time and after 14 days' notice, 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.

3. Membership 3.1 (a) Renewal period for membership commences on the 1st November of each year, members who renew beyond the stipulated dates may be suspended. 3.1 (b) The Program is provided and administered by Phillip Island RSL. 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 Phillip Island RSL to evidence your eligibility...

4. Notices 4.1 An electronic communication from Phillip Island RSL 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 Phillip Island RSL will be taken to be received by you on the next business day after it was sent...

5. Cards. 5.1 Only one Card per person. 5.2 Phillip Island RSL reserves the right at any time to require a person using a Card to provide valid identification to verify that person is entitled to use that Card. 5.3 In the event of a lost Card, you will be charged for a replacement Card accordingly. This Card is the sole responsibility of the member.

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 Phillip Island RSL 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 Phillip Island RSL in which your Card is inserted at the time of the spend 7.2 You will earn Points from non-gaming turnover so long as the Card is presented and swiped at point of purchase (where applicable) 7.3 You may earn Points for visitation via the Kiosk at the discretion of Phillip Island RSL. 7.4 Points will only be credited to your Card in respect of accumulated whole number of Points placed on the Kiosk.

8. Rewards 8.1 Phillip Island RSL 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 justification 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 provided by law: (a) Promotional entries cannot be returned or exchanged, nor refunded for Points; and (b) Phillip Island RSL does not make any warranties or representations to you in connection with any Rewards/Prizes and expressly disclaims all liabilities (including for consequential and indirect loss) with respect to type, quality and standards of Rewards/Prizes and your use of the Rewards. 8.3 Rewards/Prizes 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 override 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, we do not make any warranties or representations to you in connection with any Promotions (other than Prizes awarded) and expressly disclaims all liabilities (including for consequential and indirect loss) with respect to type, quality and standards of those Promotions and Prizes. 9.3 Notwithstanding paragraph 9.2, if Phillip Island RSL, makes a Representation to you that a Prize will be awarded for a Promotion, Phillip Island RSL will honour that Representation.

10. Third Party Offers 10.1 Your membership in 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 to the Program, you acknowledge and agree that Third Party Offers are not offered or provided by the Phillip Island RSL and that, subject to the Australian Consumer Law and to the extent otherwise permitted by law, Phillip Island RSL 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 Phillip Island RSL. 10.3 You acknowledge that Third Party Offers may be subject to the 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.

11. Player Activity Statements 11.1 By joining the Program you agree to receive Player Activity Statements. 11.2 At least once a year, you will receive a Player Activity Statement by email unless you have elected (on your membership application form or have notified Phillip Island RSL by notice in writing) to collect your Player Activity Statement from Phillip Island RSL as per requested. 11.3 If you have elected the Collection Option, you will within 7 (seven) days after your Player Activity Statement is prepared, be notified by email that your Player Activity Statement is available for collection from Phillip Island RSL (Collection Notice). 11.4 If you do not collect your Player Activity Statement within 1 (one) month of the date of the Collection Notice, your membership in the Program will be automatically suspended until you collect your 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). 11.5 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). 11.6 Phillip Island RSL will notify you in writing if a Suspension Event or a Termination Event occurs. 11.7 Additional copies of your Player Activity Statement can be obtained from the Phillip Island RSL on written request. Phillip Island RSL may in its sole discretion charge a fee not exceeding \$10 for each additional Player Activity Statement.

12. Setting Time Limits 12.1 You can at any time set a limit on the amount of time, in any 24 hour period determined by Phillip Island RSL, that you play Gaming Machines to earn Points (Time Limit) by giving notice to Phillip Island RSL (Time Limit Notice). 12.2 You can change the Time Limit (New Time Limit) at any time by giving Phillip Island RSL a new notice (Revised Time Limit Notice). 12.3 If the New Time Limit is an increase of the current Time Limit that has been set, this change will not take effect until the time determined by Phillip Island RSL (which will be at least 24 hours after the Revised Time Limit Notice is received by the venue). 12.4 You are not permitted to continue playing Gaming Machines as part of the Program and you will not accrue any Points for playing Gaming Machines when your Time Limit or any New Time Limit is reached.

13. Setting Loss Limits 13.1 You can set a limit on: (a) your net loss when playing Gaming Machines as part of the Program in any 24 hour period determined by Phillip Island RSL (Loss Limit) by giving notice to Phillip Island RSL (Loss Limit Notice); and (b) your net loss when playing Gaming Machines as part of the Program in any year determined by Phillip Island RSL (Yearly Loss Limit) by giving notice to Phillip Island RSL (Yearly Loss Limit Notice). 13.2 You can change the Net Loss Limit (New Loss Limit) at any time by giving Phillip Island RSL a new notice (Revised Loss Limit Notice). 13.3 If the New Loss Limit is an increase of the current Loss Limit that has been set, this change will not take effect until the time determined by Phillip Island RSL (which will be at least 24 hours after the Revised Loss Limit Notice is received by Phillip Island RSL). 13.4 You can change the Net Loss Limit (New Yearly Loss Limit) at any time by giving Phillip Island RSL a new notice in writing (Revised Yearly Loss Limit Notice). 13.5 If the New Yearly Loss Limit is an increase of the current Yearly Loss Limit that has been set, this change will not take effect until the time determined by Phillip Island RSL (which will be at least 24 hours after the Revised Yearly Loss Limit Notice is received by Phillip Island RSL). 13.6 You are not permitted to continue playing Gaming Machines as part of the Program and you will not accrue any Points for playing Gaming Machines when your Loss Limit, any New Loss Limit, Yearly Loss Limit or any New Yearly Loss Limit is reached.

14. Termination by you 14.1 You may terminate your membership of the Program at any time by giving Phillip Island RSL notice in writing (Opt-Out Notice). 14.3 On receipt of an Opt-Out Notice, the Venue Operator will immediately cancel your membership of the Program and any Points which you have not redeemed at the time of cancellation will be immediately forfeited.

15. Termination and suspension of membership 15.1 Phillip Island RSL may suspend your membership in the Program to investigate your membership of the Program and the use of your Card if Phillip Island RSL 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. Phillip Island RSL will notify you in writing of such suspension. 15.2 Phillip Island RSL 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 Phillip Island RSL; (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 Phillip Island RSL, in its sole discretion considers to be dishonest, offensive, disruptive, intimidating, illegal and/or improper. 15.3 If your membership to the Program is cancelled pursuant to paragraph 15.2: (a) Phillip Island RSL will notify you of the cancellation in writing; (b) any Points you have accumulated will automatically be forfeited (unless Phillip Island RSL determines otherwise); (c) you will not be eligible to receive any benefits offered under the Program; and 15.4 in case of death or similar, your membership will be automatically cancelled and your existing Points balance will be forfeited.

16. Termination of the Program 16.1 Phillip Island RSL 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. 16.2 You acknowledge and agree that Phillip Island RSL makes no representation or warranty that the Program will continue to be available for any period of time. 16.3 If Phillip Island RSL cancels the Program pursuant to this clause 16, you will have 30 days from the date of Phillip Island RSL notice to redeem all Points. Points not redeemed after this time will be forfeited.

17. Consequences of Suspension or Termination 17.1 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 material in relation to Gaming Machines and gaming products and services from the date your membership in the Program is cancelled. 17.2 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. 17.3 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, gaming products and gaming services during the period of suspension. 17.4 You agree that Phillip Island RSL 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.

18. Privacy 18.1 You agree that your Personal Information will be collected, used and disclosed in accordance with 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 Phillip Island RSL; (c) any Privacy Policy or Privacy Statement published by Phillip Island RSL; (d) any law, regulation, or order made by a government authority to allow you to correct your Personal Information. You may contact Phillip Island RSL in accordance with the details set out in the privacy policy referred to in paragraph 18.1 above regarding your Personal Information. 18.3 Subject to paragraph 18.6, you authorise Phillip Island RSL, 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 Phillip Island RSL (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 Phillip Island RSL and third parties; (h) compliance by Phillip Island RSL with any law; and (i) compliance by Phillip Island RSL with any lawful request of a law enforcement agency or government authority (together, the Permitted Purposes). 18.4 Subject to paragraph 18.7, 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. 18.5 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 Phillip Island RSL. 18.6 You must notify Phillip Island RSL 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 boxes on the membership application form (where applicable), or in writing to Phillip Island RSL. 18.7 If you receive any communication from the Phillip Island RSL that you have asked not to receive under paragraph 18.6, you must immediately inform Phillip Island RSL who will use reasonable endeavours to prevent such unauthorised communication re-occurring.

19. Information Access 19.1 You may access the information currently held by Phillip Island RSL in relation to your existing or any prior membership of the Program. Phillip Island RSL may in its sole discretion charge a fee not exceeding the prescribed amount for providing you with such access.

19.2 You must produce valid identification acceptable to Phillip Island RSL to evidence your current or prior membership of the Program before Phillip Island RSL will grant you access. Unless required by law, Phillip Island RSL will provide you with the information that you request in your Personal Information to your membership of the Program or on your behalf. 19.3 Your knowledge and agree that Phillip Island RSL 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.

20. General 20.1 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 (but not limiting any other provision of these Rules, you agree to release and forever discharge Phillip Island RSL 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 Phillip Island RSL; (c) Phillip Island RSL 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, Phillip Island RSL from any and all liability for any such Claim; and (d) Phillip Island RSL will use reasonable endeavours to transmit notices and other relevant information to you whether via the Kiosk, the Website or by other means, but Phillip Island RSL 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, Phillip Island RSL will not be liable to you as a result of any inaccuracy contained in the Program, the Rules and any notices or information. 20.2 Decisions made by Phillip Island RSL in relation to membership and/or the administration of the Program are final and no correspondence will be entered into. 20.3 Any tax assessment or other government charge or liability or reporting requirement in relation to your participation in the Program, Promotions, receipt of Prize, and the receipt or redemption of Points or the receipt of any Rewards is your sole responsibility. 20.4 If any part of the Rules is at any time illegal, invalid or unenforceable then it will be viewed 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. 20.5 These Rules and the Program itself are governed by the laws of the state of Victoria.

21. 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 the Venue Operator, respectively (as is applicable). '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 Phillip Island RSL and upon which Points are recorded (and includes any temporary Cards 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 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. 'Points' means points awarded by the Venue Operator to you when you visit the Venue and present your Card at a Kiosk, or when using Gaming Machines, or when playing a game on the Kiosk, or when playing a game in the Gaming Machine, or awarded to you when you purchase other goods and services at the Venue such as food and beverages. 'Present' means, in relation to a Card, to insert, swap, 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 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 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, discount 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 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 the website at which these Rules can be found as notified by the Operator.

22. Operator details Phillip Island RSL, 225-243 Thompson Avenue, Cowes Vic 3922



Phillip Island RSL  
225 - 243 Thompson Avenue,  
Cowes, Victoria 3922

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E: info@pirsl.com.au

www.pirsl.com.au

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Office use only

Membership number

Staff member's name (print clearly)

Member's ID sighted

Yes

Member is over 18 years of age?

Yes

Date: \_\_\_ / \_\_\_ / \_\_\_

Enjoy the benefits of membership.

# MYRSL CLUB

Membership application form

### Receive exclusive Members' offers

Gain exclusive entry into all promotions

Receive birthday offers

Receive entry into Members' night events

Redeem your points for great Rewards

Redemption rate is 100 points = \$1

### How do I collect MYRSL Loyalty Points?

Collect Points when you spend within the Venue.

You can redeem your points for any food and/or beverage purchase or any redemption offers available. You cannot redeem your points for cash.

### How do I earn points?

10% of the total spent on food & beverage is earned in points.

For example- Spend \$10 and receive 100 Points.  
\$10 turnover gaming machine play = 1 point



Speak to our friendly staff and they will be happy to guide you through the registration process.



## MEMBERSHIP APPLICATION FORM

Membership Number

Mr  Mrs  Ms  Miss  Other

First Name  Surname

Postal Address

Suburb  State  Postcode

Mobile Phone  Home Phone

Email Address

Date of birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_

I wish to receive special offers, vouchers, discounts and the latest information and news from the club.

I wish to receive communications via:  SMS  Email

### Gaming Machine Player Government Requirements.

I agree to receive my Player Activity Statement, in accordance with Victoria Government legislation (tick one box only):

via email  via kiosk

I am over the age of 18, I have reviewed and carefully read and understood the rules of this program. I agree to strictly abide by these rules (including all Terms and Conditions), as amended from time to time and declare that the details in this application are true and correct.

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_



YourPlay gives you the power to track how much money and time you are spending as you play. You can also use YourPlay to set limits on the money and time you spend on gaming machines and to see your playing history online at any time. YourPlay can be added to your loyalty membership card and used on any gaming machines in Victoria. You can register for YourPlay at [yourplay.com.au](http://yourplay.com.au) or ask a staff member for assistance.