



# REWARDS

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Crown Rewards Rules



responsible drinking

responsible gambling

Effective from 1 May 2018

## Crown Rewards Rules

## Crown Rewards Rules

## 1. INTRODUCTION

- 1.1 The Crown Rewards Rules (described as the "**Rules**") contain the terms and conditions by which the Crown Rewards loyalty program ("**Crown Rewards**") operates. These Rules are effective from the Effective Date and apply to the operation of Crown Rewards. The terms and conditions in the Rules and applicable Crown Rewards documentation replace all previous terms and conditions relating directly or indirectly to Crown Signature Club (Melbourne) and Crown Club (Perth). For the avoidance of doubt, all Privileges to which a Member is entitled at the Effective Date under prior versions of Crown Rewards, including Crown Signature Club (Melbourne) and Crown Club (Perth) prior to the Effective Date are not affected (except where expressly stated in these Rules or as notified by Crown).
- 1.2 Members are deemed to accept these Rules in accordance with Rule 2.1.
- 1.3 Each Member has a designated home property which is the Crown property where the Member joined Crown Rewards ("**Home Property**"). Where a Member was a member of both Crown Signature Club (Melbourne) and Crown Club (Perth) prior to the Effective Date, the Member's Home Property will be determined by Crown and will be based on where the Member had the most activity in the previous 12 months.
- 1.4 Members can access the current Rules from time-to-time at Crown Rewards desks and on the Crown website [www.crownmelbourne.com.au](http://www.crownmelbourne.com.au) for Crown Melbourne and [www.crownperth.com.au](http://www.crownperth.com.au) for Crown Perth.
- 1.5 Crown may amend the Rules from time-to-time in accordance with Rule 3.
- 1.6 Some Rules and Privileges only apply to transactions in respect of the Member's Home Property or another Crown property as described in these Rules.
- 1.7 A Member may be entitled to certain Privileges by being a Member of Crown Rewards.
- 1.8 Crown Melbourne is the provider of goods or services under Crown Rewards applicable to any transaction arising out of Crown Melbourne. Crown Perth is the provider of goods or services under Crown Rewards applicable to any transaction arising out of Crown Perth. This is subject to Rule 10 in respect of Third Party Offers.
- 1.9 Membership and/or Membership Tier does not give any person right of entry to all or any part of Crown's properties. Crown reserves the right to refuse entry.

## 2. MEMBERSHIP

- 2.1 An application to become a Member, ongoing participation in Crown Rewards by a Member (including through any Linked Online Account) and/or the claiming of Privileges by a Member after the Effective Date, constitutes an acceptance of these Rules and an agreement to comply with them.
- 2.2 A person can apply to become a Member in accordance with the following:
  - (a) an applicant must present an original copy of Appropriate Identification (which may be scanned or copied in the applicable Crown database); and
  - (b) complete a Crown Rewards application form (whether digital or otherwise) that has been accepted by Crown.

An Applicant's Membership becomes effective from the time the details on that application form and item of Appropriate Identification have been registered in the applicable Crown database. Membership is only open to individuals and is not open to corporate entities or any other entities.
- 2.3 A Card displaying the Member's name, membership number and other applicable information will be issued to the Member upon registration of the applicant's details in the applicable Crown database. Members existing prior to the Effective Date ("**existing Members**") will be issued with their Card (that identifies their Tier under Crown Rewards) when they come and collect it from Crown (or as otherwise issued by Crown) and provide Appropriate Identification if it is not already in Crown's applicable database on or after the Effective Date.
- 2.4 Membership of Crown Rewards is only available to individuals aged 18 years or over who are not excluded or who have not had their licence to be on Crown Melbourne's or Crown Perth's premises withdrawn or revoked. Crown reserves the right to require proof of age of the applicant prior to the applicant being considered for membership.
- 2.5 Subject to these Rules, membership is granted and maintained at the discretion of Crown.
- 2.6 An applicant who is an Employee is not permitted to join or maintain membership of Crown Rewards or participate in any activities relating to Crown Rewards. Crown reserves the right to exclude or suspend certain contractors or individuals from participation in Crown Rewards or from providing goods and/or services to Crown in relation to Crown Rewards in its discretion.

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- 2.7 Crown may from time-to-time require the Member to produce specified items of Appropriate Identification.
- 2.8 The Member must notify Crown of any change of name, as soon as possible after the change, by identifying themselves in person at a Crown Rewards desk and presenting Appropriate Identification in each of the new and old names.
- 2.9 The Member must notify Crown of any change of address as soon as possible after the change by presenting in person at a Crown Rewards desk or providing details in writing to Crown or as otherwise advised by Crown. Depending on the item or items of Appropriate Identification presented by the Member, Crown in its sole discretion reserves the right to limit the Member's participation in any Privileges at the time of joining Crown Rewards or at any subsequent time.
- 2.10 Members who are excluded or who have had their licence to be on any Crown property withdrawn or revoked shall have their membership of Crown Rewards suspended or terminated at the relevant property or properties (as the case may be).
- 2.11 In the event that a Member's Account does not register a transaction during any continuous period of six (6) months, Crown reserves the right to cancel the Member's Points on that Account.
- 2.12 Provisional Membership**
- 2.12.1 Crown may grant provisional membership to an individual ("**Provisional Member**") entitling them to earn Points on a limited selection of transactions, excluding gaming transactions in accordance with the Provisional Member Policy ("**Provisional Membership**"). The Provisional Member Policy is available at Crown Rewards desks or at the applicable Crown website.
- 2.12.2 A Provisional Member is deemed to be a Member and is subject to the Rules, except in respect of those elements of Crown Rewards that only apply to a full Member.
- 2.12.3 Where a Provisional Member does not complete the registration process as specified by Crown from time-to-time, to become a full Member within the time period specified in the Provisional Member Policy, then Provisional Membership will lapse and all Points will be cancelled.
- 3. CHANGES TO MEMBERSHIP TERMS AND CONDITIONS AND TO CROWN REWARDS PRIVILEGES**
- 3.1 Subject to this Rule 3, Crown reserves the right to amend or alter the Rules at any time including, without limitation, changes to:
- (a) these Rules (including the Crown Rewards Program Brochure);
  - (b) the policies referred to in these Rules;
  - (c) the type and availability of Privileges;
  - (d) the number of Points required for the redemption and/or any restriction or limit on redemption of Privileges;
  - (e) expiry, cancellation or the accrual of Points;
  - (f) duration of Membership Cycle and Status Credits;
  - (g) eligibility to be a Member of Crown Rewards; and
  - (h) the services and products available at or from Crown, its Related Entities and/or Participating Facilities.
- 3.2 Crown will use its best endeavours to provide notice to Members of any changes to the Rules or Crown Rewards where there is a material detrimental effect on the Members (including in relation to Privileges) by providing at least 30 days' notice except if such changes relate to benefits provided by Third Party Offerors, where Crown will, where possible, provide at least 14 days' notice.
- 3.3 Promotional Offers can be varied at any time in the discretion of Crown and will be subject to the specific terms and conditions of that Promotional Offer.
- 3.4 Crown will notify Members of any material detrimental change referenced in Rule 3.2 by detailing the changes on the applicable Crown websites and in an email to the address notified to Crown by the Member (if any) and where applicable by making the updated Rules available on the applicable Crown websites and at Crown Rewards desks.
- 3.5 Crown will notify Members of any non-material changes to the Rules by making the updated Rules available on the applicable Crown websites and at Crown Rewards desks.
- 3.6 It is the Member's responsibility to ensure that they keep up to date with the Rules and the features and requirements of Crown Rewards by reviewing the Crown websites.
- 4. MEMBERSHIP CARDS**
- 4.1 A person is only entitled to one membership Account, and is permitted only one valid Card (whether physical or digital) displaying that number (except where Crown

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- issues in its discretion an ancillary card linked back to the primary membership Account in Crown's database).
- 4.2 It is the responsibility of the Member to safeguard their Card (whether physical or digital) and take precautions against the loss, or any unauthorised use, of their Card. The Member must sign their Card upon issuance and regularly check that it is in their possession.
- 4.3 A Card issued to the Member may only be used by that Member.
- 4.4 The Member must not give their Card to another person or Member for any purpose whatsoever. A breach of this Rule shall be considered to be Card misuse which may result in termination or suspension under Rule 14.
- 4.5 In the event that the Member's Card is lost or stolen the Member must immediately report the loss or theft to Crown (and, in some circumstances, such as where there is alleged fraudulent use of the Card, may be required to produce a police report if requested by Crown). In such circumstances, Crown will not be responsible for any use of the Card including any redemption of Privileges.
- 4.6 Crown may replace a lost, stolen or damaged Card in its discretion subject to Crown's Appropriate Identification requirements. Crown reserves the right to charge a reasonable fee for replacement Cards or to cancel a membership if a Member, in Crown's opinion, has claimed an excessive number of lost, damaged and/or stolen cards.
- 4.7 Any applicable Linked Online Account in the Member's name from time-to-time will be linked to their Card.
- 4.8 A Card remains the property Crown and must be returned on request.
- 5. POINTS AND PRIVILEGES - EXCLUSIONS AND RESTRICTIONS**
- 5.1 The Participating Facilities in Crown Rewards are set out in the relevant property website and are listed on the applicable Crown websites and at Crown Rewards desks and may be updated from time-to-time.
- 5.2 Exclusions or restrictions on a Member's ability to earn Points or claim Privileges are set out in this Rule 5, Rule 12.2.3 and/or the Crown Rewards Program Brochure and the **Non Qualifying Activity Policy** on the applicable Crown websites and Members cannot earn Points in relation to those exclusions or restrictions or claim Privileges in relation to which those exclusions or restrictions apply.

- 5.3 Crown reserves the right to place a cap on the earning of Points as described in the **Non Qualifying Activity Policy**.
- 5.4 Privileges that Crown has made available to a Member are not transferable and cannot be used by any person other than the Member named on the face of the Card who has accumulated those Rewards (except where approved by Crown in its sole discretion).
- 5.5 Subject to Rule 17, Crown shall not be liable in any way for Privileges which are unable to be claimed as a result of a technical malfunction, operator fault, misrepresentation for which Crown is not responsible or any other reason outside Crown's reasonable control.
- 5.6 Privileges cannot be used in conjunction with other discount programs, offers or special events at Crown, unless otherwise specified in the terms and conditions of a particular discount program, offer or special event.
- 5.7 Privileges are subject to availability (for example, accommodation may be limited or unavailable during peak periods or goods may be in limited supply).
- 6. EARNING POINTS**
- 6.1 Subject to these Rules (including without limitation, Rule 5), Points are awarded to Members for play on casino games (including electronic gaming machines and table games) and lifestyle spend (including restaurants, hotels and shopping) in Participating Facilities including at the Home Property and/or online, and for other activities as Crown may from time-to-time determine. Information in respect of the earning of Points is available at Crown Rewards desks.
- 6.2 The Member is not permitted to accrue Points or Privileges as a result of play or spend by a person other than the Member named on the face of the Card or as otherwise authorised by Crown. Crown may, in its discretion, permanently remove all Points earned in contravention of this Rule.
- 6.3 In order for Points to accrue to their Account, it is the Member's responsibility to ensure that their Card has been presented and/or registered at the time of the transaction. The Member's use of any Linked Online Account will cause Points to accrue in accordance with these Rules. Where a Member does not present a Card at the time of the transaction, Crown's 'Card Not Present Policy', as updated from time-to-time (available at the applicable Crown websites and Crown Rewards desks), will apply.

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- 6.4 Subject to Rule 17, Crown will not be liable in any way in relation to the unavailability of Points or the incorrect accumulation of Points as a result of a technical malfunction, operator fault, misrepresentation for which Crown is not responsible or any other reason outside Crown's reasonable control.
- 6.5 Crown reserves the right to adjust the Member's Points balance, Status Credits and/or any Privileges where such Points, Status Credits and/or Privileges have accumulated as the result of the reasons set out in Rule 6.4.
- 6.6 Any notice issued by Crown to the Member specifying the number of Points which have been deemed to accumulate by the Member shall be final and conclusive, subject to any adjustment under this Rule 6.
- 6.7 The Member must regularly check their Crown Rewards Point balance and notify Crown Rewards desk of any omissions or discrepancies within sixty days of earning or using the applicable Points. Crown may require the Member to confirm in writing the details of the error claimed by the Member and supply any supporting documentation. This clause does not apply to transactions covered under the 'Card Not Present Policy' and in such cases Rule 6.3 will apply.

## 7. CLAIMING PRIVILEGES

### 7.1 Privileges

- 7.1.1 Subject to these Rules (including without limitation, Rule 5), Crown may allow Members to use their Card for the purpose of claiming Privileges which Crown chooses to make available.
- 7.1.2 Crown's obligation to provide any particular Privilege is limited to its obligations under these Rules. Crown shall not be liable in any way to the Member in relation to the availability or withdrawal of particular Privileges.
- 7.1.3 A Member's Points may not be combined with any another Member's Points to claim Privileges.

### 7.2 Awards

- 7.2.1 In order to exchange Points for Awards, which Crown has made available and for which the Member has accrued the required Points and met all applicable terms and conditions, the Member must present to Crown (or Third Party Offeror) the Member's Card and do such other things as required by Crown (or Third Party Offeror) including, but not limited to, signature and date of birth verification checks, PIN entry and/or password entry and/or the presentation of Appropriate Identification.

## 7.3 Rewards

- 7.3.1 Crown may offer Rewards from time-to-time in accordance with approved activity recorded on a Member's Card.

## 7.4 Promotional Offers

- 7.4.1 Crown may offer Promotional Offers from time-to-time. Promotional Offers will vary and are subject to their own specific terms and conditions. Crown may limit, cap or exclude the earning of Points for some Promotional Offers.
- 7.5 Where a Member wishes to use Points to claim Awards at a Crown property that is not their Home Property, the Member must first transfer all their Points to the relevant Crown property via a VIK machine or via the Crown Rewards Member on-line portal available at the applicable Crown websites. A Member can transfer all their Points back to their Home Property at any time via the same process.

## 8. RETURN OF GOODS AND SERVICES POLICY

- 8.1 Where a Member's Points and another legal form of tender have been used to purchase goods, and the return meets Crown's or the Third Party Offeror's return policy (as applicable), the Points will be returned first to the Member's Card before any other tender is returned to the member. Points used will be returned to the Member's Card and Points earned with legal tender will be deducted from the Member's Card.
- 8.2 For goods to be returned by the Member, the Member must provide the original transaction receipt ("**Proof of Purchase**"). If the Member has lost or misplaced the relevant Proof of Purchase, the Member must obtain a copy of the transaction record from a Crown Rewards desk before the refund transaction can proceed.
- 8.3 If a refund for goods returned by a Member is approved by Crown or a Third Party Offeror (as applicable), provided any Points earned from the original purchase have not already been otherwise used by the Member, such Points will be deducted from the Member's Point balance.
- 8.4 The process in this Rule 8, as applicable, will also apply to service refund claims.
- 8.5 Crown reserves the right to adjust the Member's Status Credits and/or Tier Level in respect of returned goods (or refunded services, as applicable).

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**9. MEMBERSHIP TIERS AND STATUS CREDITS**

- 9.1 A Member will be assigned a Tier level based on the Status Credits they have earned in a Membership Cycle in accordance with the Crown Rewards Program Brochure ("**Tier Level**").
- 9.2 All new Members will be automatically assigned to the entry Tier Level unless otherwise determined by Crown in its sole discretion.
- 9.3 There are two (2) membership cycles (each a "**Membership Cycle**"): 1 October to 31 March and 1 April to 30 September. Any Status Credits earned during a Membership Cycle qualify the Member for the applicable Tier in the next Membership Cycle.
- 9.4 In the case of new Members, a Member's first Membership Cycle commences on the date of the commencement of the then current Membership Cycle and expires at the completion of that Membership Cycle.
- 9.5 In the case of Members existing prior to the Effective Date those Members' first Membership Cycle commences on 1 October 2016 and will run in accordance with Rule 9.3.
- 9.6 At the end of an applicable Membership Cycle, a Member's Status Credits will be re-set to zero.
- 9.7 A Member will be eligible to the Privileges based on the Status Credits earned in the preceding Membership Cycle subject to these Rules. Members are eligible for Membership Benefits and Rewards at the applicable Tier for a minimum of one Membership Cycle.
- 9.8 Members will be reallocated to the appropriate Tier Level if a Member does not meet the minimum entry level requirements of their current Tier Level at the end of the applicable current Membership Cycle.
- 9.9 If upgrading to a new Tier Level during a Membership Cycle, Benefits and Rewards for that Membership Cycle will be issued on a pro rata basis and cannot exceed that of the new Tier Level.

**10. THIRD PARTY OFFERS**

- 10.1 Crown may make available to Members, Third Party Offers from time-to-time. It is acknowledged that the Third Party Offers, including any goods and/or services provided in respect of such offers, are not provided by Crown but by the third parties as part of Crown Rewards.
- 10.2 Subject to Rule 17 and to the extent permitted by law, Crown excludes all liability in respect of such Third Party Offers.

- 10.3 As Third Party Offers are made by third parties, Crown does not make any guarantee, promise or warranty in relation to such Third Party Offers. To the extent permitted by law, these Rules expressly exclude every warranty, condition, liability or representation concerning any goods or any services supplied by a Third Party Offeror under or in connection with these Rules.
- 10.4 Subject to Rule 17 and to the extent permitted by law, the liability of Crown and its employees or agents in respect of claiming an Award through a Third Party Offeror for a breach of any warranty or liability which by law cannot be excluded, restricted or modified, or under any express warranty, is limited, at Crown's option, to:
- recrediting Points and/or Status Credits; or
  - replacing or resupplying the Award.

**11. PERSONAL IDENTIFICATION NUMBER/WORD (PIN)**

- 11.1 Crown may request a Member to select a PIN in a format specified by Crown and then issue that PIN to the Member.
- 11.2 Subject to these Rules, Crown reserves the right to restrict a Member's ability to accrue Points and Status Credits and/or to participate in Crown Rewards by limiting eligibility to those Members issued with PINs.
- 11.3 A PIN selected by a Member may only be used by that Member. The Member must not disclose their PIN to another person or Member for any purpose whatsoever.
- 11.4 A PIN may only be selected or reset by a Member upon presentation of Appropriate Identification. Crown reserves the right to ask the Member to reselect an alternative PIN if a PIN has been:
- forgotten;
  - abandoned; or
  - 'locked' in those circumstances referred to in Rule 11.6 below.
- 11.5 Crown shall not be liable for any unauthorised use of Privileges if a Card is lost or stolen, or if a PIN has become known to another person.
- 11.6 If a PIN is incorrectly entered on three (3) attempts, Crown reserves the right to restrict or prevent further access through that Card to any Privileges, until the PIN is re-set at a Crown Rewards desk, in accordance with Rule 11.4.

## 12. PLAYER ACTIVITY STATEMENTS, YOURPLAY AND LIMIT SETTING

### 12.1 Player Activity Statements (Crown Melbourne)

- 12.1.1 In order to earn Points or any Privileges in respect of electronic gaming machines ("**EGM**") a Member must give consent to receive player activity statements relating to the playing of games under the approved EGM scheme ("**EGM Scheme**"). Such a person will then be player activity statement enabled, subject to other legislative requirements ("**PAS Enabled**").
- 12.1.2 Under s 3.5.41(1) of the Gambling Regulation Act 2003 (Vic), a person who is or was a Member in the EGM Scheme may have access to any information held by Crown relating to the Member's participation in the EGM Scheme and a fee of up to \$20 may be charged for the provision of access to the information.

### 12.2 YourPlay (State-wide Pre-commitment) (Crown Melbourne)

- 12.2.1 "YourPlay" is the State-wide Pre-commitment scheme for EGMs operated by the State Government's pre-commitment licensee ("**YourPlay**"). YourPlay is a voluntary scheme available to Members and non-Members at Crown Melbourne which allows participants to apply a time limit or net loss limit when playing EGMs. YourPlay is not available at Crown Perth.
- 12.2.2 All EGMs at Crown Melbourne are connected to YourPlay. Members and non-Members can register for YourPlay via a VIK machine, by speaking to Crown staff or online at [www.yourplay.com.au](http://www.yourplay.com.au). Once registered, Members can access YourPlay via their Crown Rewards Card.
- 12.2.3 If a Member reaches either a time or money limit set using YourPlay, they can continue to play EGMs however the Member cannot earn Points under the EGM Scheme until the next time limit period begins.

### 12.3 Time and loss limit setting (Crown Melbourne and Crown Perth)

- 12.3.1 Time and loss limit setting is available at Crown Perth in relation to EGMs and at Crown Melbourne in relation to fully automated table games.
- 12.3.2 For further details refer to Crown Rewards desks or applicable Crown websites.

### 12.4 Player Activity Statements (Crown Perth)

- 12.4.1 A Member may at any time, by request to Crown Perth, receive a player activity statement in connection with the use of their Cards at EGMs at Crown Perth.

## 13. CASHLESS TRANSFERS (CARD PLAY AND CARD PLAY EXTRA)

- 13.1 Card Play is available at selected locations at Crown Melbourne and within The Pearl Room at Crown Perth (or such other locations at Crown's discretion) to any Member through the use of a PIN selected by the Member in accordance with Rule 11.
- 13.2 Card Play Extra is available at selected locations at Crown Melbourne and within The Pearl Room at Crown Perth (or such other locations at Crown's discretion) to any Member (subject to Appropriate Identification having already been provided and remaining valid and current as determined by Crown).
- 13.3 During any period of technical malfunction resulting in Card Play or Card Play Extra being unavailable, a Member will be unable to access any applicable funds until the technical issue has been resolved.
- 13.4 Crown will not be responsible or liable for:
- incomplete or erroneous machine credit transfers as instigated by the Member;
  - any credits left or abandoned on an electronic gaming machine or an automated table game as a result of an incomplete or erroneous machine credit transfer instigated by a Member or as a result of a Member failing to instigate a machine credit transfer;
  - the unauthorised removal of credits from a Member's Card by a person or persons other than that Member (except by Crown); or
  - any loss or damage of any kind relating to any technical malfunction as described in Rule 13.3.
- 13.5 Crown may, in its discretion, adjust a Member's Card credit balance if such credits are, in Crown's opinion, obtained in error or by fraudulent means, or if such credits are removed and/or credited by Crown as a result of a technical malfunction or by reason of operator fault, misrepresentation for which Crown is not responsible or any other reason outside Crown's reasonable control.
- 13.6 Crown may, in its discretion, at any time cease Card Play or Card Play Extra functionality on any electronic gaming machine or automated table game or any Member's Card. In this event, any funds remaining on a Member's Card will be paid directly to that Member upon the Member presenting at the casino Cage of Crown Melbourne or Crown Perth (as relevant) to claim such funds, and presenting Appropriate Identification (where required).

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- 13.7 The extent that Card Play or Card Play Extra is available at a Home Property varies and any credit balance cannot be utilised across Crown properties. Additional information is available at the Crown Rewards desk of the applicable Home Property.
- 13.8 Card Play and Card Play Extra is not available to Members on the main gaming floor at Crown Perth.
- 13.9 Funds loaded to a Member's Card via Card Play and Card Play Extra at Crown Melbourne are not accessible by that Member at Crown Perth (and vice-versa) and cannot be transferred between each property.
- 13.10 Funds loaded to a Member's Card via Card Play and Card Play Extra cannot be transferred between different Members.
- 14. SUSPENSION/TERMINATION OF MEMBERSHIP**
- 14.1 Crown may, in its discretion, immediately terminate and/or suspend (at Crown's option) the relevant Member's membership of Crown Rewards and/or cancel any Privileges and Points which that Member has accrued, if any of the following occur:
- failure by a Member to materially comply with the Rules; or
  - a breach of Rule 4.4 (Card misuse); or
  - conduct (whether directly or indirectly) by a Member which is dishonest, fraudulent, offensive, disruptive and/or intimidating to patrons or staff; or
  - conduct by any Member which interferes with, damages or misuses equipment or property; or
  - the death, or bankruptcy of the Member; or
  - at any time the Member is subject to Rule 2.10; or
  - the Member has had a cheque payable to Crown returned by their financial institution (such as where a cheque is dishonoured); or
  - the Member becomes an Employee; or
  - the Member breaches the rules of any game played in the casino; or
  - Crown is required to do so by operation of law.
- 14.2 In the event that a membership is terminated, the Member must immediately return the Card to Crown and will, if required by Crown, complete any relevant documentation.

**15. PRIVACY**

- 15.1 The Member agrees that:
- 15.1.1 Crown may collect, hold, use, disclose and transfer personal information concerning the Member which may from time-to-time include the Member's sensitive information such as health information;
- 15.1.2 Crown will hold their personal information in a database that will include, but not be limited to, the Member's name, address, date of birth, telephone number(s), identification details and any other information relating to the Member which has been collected by Crown by lawful or authorised means, including information collected in connection with Crown Rewards;
- 15.1.3 Crown's Privacy Policy, that is available at Crown's Rewards desks or at the applicable Crown websites applies to the handling of their personal information by Crown.
- 15.2 Crown may be required to collect certain personal information concerning the Member under legislation dealing with, for example, casino control, financial transaction reports, taxation and occupational health and safety.
- 15.3 The Member acknowledges and agrees that Crown and its authorised representatives, Related Entities and Related Bodies Corporate may disclose to each other and to Participating Facilities and to any other person (including agents and contractors) who is acting in conjunction with them or any of them or on their behalf, personal information acquired by any of them about the Member or otherwise lawfully obtained by them or their authorised representatives for the purposes of:
- managing, administering, adjusting or improving Crown Rewards;
  - planning, research and product development;
  - customer service and support;
  - carrying out their related lifestyle, retail, hotel, casino, bar, events, dining, entertainment and any other functions and activities from time-to-time;
  - Crown and its Related Entities and Related Bodies Corporate marketing their products or services or the products or services of Participating Facilities and other third parties;
  - complying with a lawful request including a request contemplated by Rule 15.6 of these Rules;



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- (g) complying or acting in accordance with any Australian law including any applicable privacy legislation in force and as amended from time-to-time; and
- (h) any activities related directly or indirectly to or consequent to the above, provided always that such information is only used in a manner contemplated by these Rules.

This information may be transferred to or from overseas for these purposes.

15.4 Without limiting the generality of Rules 15.1 and 15.3, the Member acknowledges and agrees that Crown may:

- (a) contract any third party (including a Related Entity or Related Body Corporate) to carry out any of the functions which Crown is authorised to carry out under these Rules and may disclose information to such entities or other casino operators for any purpose contemplated by these Rules; and
- (b) use, disclose and share the Member's personal information so that Crown and its Related Entities and Related Bodies Corporate, Participating Facilities and other third parties can create customer preferences and insights about the Member for Crown, its Related Entities and Related Bodies Corporate to offer products and services that may be of interest to the Member.

15.5 All information obtained by Crown including information about membership, Points and credits and the use of the Card shall become and remain the property of Crown. Subject to Rules 12.1, 15.3, 15.6 and 15.7 Crown is under no obligation to disclose such information to any person.

15.6 On the lawful request of a law enforcement agency or any other competent body or authority, or in compliance with any order of an Australian court/tribunal, Crown may divulge any information obtained by Crown and maintained by it in the conduct of Crown Rewards with respect to the Member.

15.7 Upon request and except where provided by law, Crown will provide the Member with access to their personal information collected by Crown in accordance with its access procedures as set out in its privacy policy.

#### 15.8 Promotional and marketing communications

15.8.1 For the avoidance of doubt, by a Member indicating on their Crown Rewards application form that they consent to receiving news and promotional material relating to Crown and its associated entities which may be communicated or sent by email, mail, SMS or via

third parties, the Member agrees that such material may include (but is not limited to), "mail", "regular communications", "great offers", "promotional material", "Promotional Offers" and, where applicable, "offers relating to electronic gaming machines, table games and wagering and related activities") ("**Promotional Material**") and the Member consents to receiving Promotional Material in connection with all products and services offered by or on behalf of Crown or its Related Entities and Related Bodies Corporate or a Third Party Offeror.

15.8.2 The Member may, at any time, elect to opt-out of receiving any further Promotional Material by emailing Crown at [unsubscribe@crownresorts.com.au](mailto:unsubscribe@crownresorts.com.au) or telephoning 1300 827 696 or writing to Crown at the address provided on the back cover of these Rules.

15.9 This Rule 15 survives any termination or suspension of Crown Rewards and/or any termination or suspension of membership of Crown Rewards or the Card.

## 16. TERMINATION OF OPERATION OF CROWN REWARDS

16.1 Crown may suspend the operation of Crown Rewards or cease to operate Crown Rewards at any time. Where possible, Crown will provide three (3) months' notice of such suspension or cessation in accordance with Rule 3.

16.2 In the event that Crown Rewards ceases to operate, all Points which have not been exchanged for currently available Awards within three (3) months of Crown issuing a notice to Members that Crown Rewards will cease to operate and will be cancelled. In addition, all other Rewards which have been accumulated in connection with Crown Rewards will be deemed to be cancelled if they have not been used by such date.

## 17. LIABILITY

17.1 Nothing in these Rules is intended to affect any rights that a Member may have including under the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)), the Australian Consumer Law and Fair Trading Act 2012 (Vic) and the Fair Trading Act 2010 (WA) which cannot be excluded. By way of example, as a consumer, a Member has the benefit of certain consumer guarantees which cannot be excluded by a provider of goods or services.

17.2 Subject to Rule 17.1 and to the extent permitted by law, Crown and its Related Bodies Corporate (including its

officers, employees, agents and contractors) is not and will not be liable for any damages or any other loss incurred by the Member (including consequential loss), either directly or indirectly in connection with Crown Rewards Rules or Crown Rewards (including, without limitation, changes to the Rules or Crown Rewards), except to the extent caused by the negligence, wilful misconduct or wrongful act or omission of Crown and its Related Bodies Corporate or its officers, agents or employees.

## 18. GENERAL

- 18.1 Crown's decisions in respect of Crown Rewards are final and binding.
- 18.2 Any tax liabilities and other duties arising from the accumulation and redemption of Points, and the receipt and use of Privileges are and remain the sole responsibility of the Member.
- 18.3 Any alteration made to Associated Documentation by any person other than Crown may have the effect of automatically invalidating that Associated Documentation. Associated Documentation cannot be replaced or Points re-credited if such Associated Documentation is lost, stolen, damaged or destroyed, and should be kept in a safe place and in good condition by the Member.
- 18.4 In consideration of Crown admitting the Member to membership of Crown Rewards and by use of the Card or any Linked Online Account (whichever first), the Member agrees to be bound by these Rules and acknowledges the right of Crown to rely upon them as an indication of the Member's consent to any acts authorised or contemplated by these Rules.
- 18.5 For the avoidance of doubt, Crown reserves its right to waive in respect of any Member or Members (at Crown's absolute discretion) any right or requirement of these Rules and/or the application of, or compliance with any of these Rules. Any such waiver does not operate as a waiver of such right, requirement, application or compliance if it arises again.
- 18.6 This document is governed by the laws of the state of the Member's Home Property. Each party submits to the jurisdiction of the courts of that state and of any court that may hear appeals from any of those courts, for any proceedings in connection with this document.
- 18.7 To the extent that any provision in these Rules is illegal or unenforceable, it is severed without affecting the validity or enforceability of the remaining Rules.

## 19. DEFINITIONS

In these Rules unless the context otherwise requires:

**"Account"** means the record of a Member's activity relating to Crown Rewards, their Points and Status Credits balance and their membership details;

**"Appropriate Identification"** means such current and valid forms of identification from the Member as Crown requires in its sole discretion from time-to-time in connection with the operation of Crown Rewards. Such Appropriate Identification must be valid and current and as a minimum comply with customer identification procedures in the Anti-Money Laundering and Counter-Terrorism Financing Act 2006;

**"Awards"** means the goods or services made available to Members that may be exchanged for Points;

**"Associated Documentation"** means the various documentation that a Member may use as part of their participation in Crown Rewards such as a table player voucher, a TITO (ticket in, ticket out) voucher or a competition entry form;

**"Benefits"** means the benefits available to Members as specified in the Crown Rewards Program Brochure excluding Awards, Rewards and Promotional Offers;

**"Card"** means a tangible or virtual Crown Rewards card validly issued by Crown to a Member which is connected to the Member's Account;

**"Card Play"** means the machine credit transfer function referred to in Rule 13 which allows for the transfer of electronic gaming machine or (at Crown's discretion, automated table game) credits from a valid electronic gaming machine or automated table game as applicable to a Card (and vice-versa);

**"Card Play Extra"** means the deposit and withdrawal functionality referred to in Rule 13 which allows for cash to be deposited or withdrawn directly to or from a Member's Card;

**"Crown"** means Crown Melbourne (Crown Melbourne Limited (ABN 46 006 973 262)) and/or Crown Perth (Burswood Nominees Limited ABN 24 078 250 307 a.t.f. The Burswood Property Trust ABN 35 491 489 282 trading as Crown Perth managed by Burswood Resort (Management) Limited ABN 68 009 396 945);

**"Crown Rewards"** means Crown's customer loyalty program known prior to the Effective Date as "Crown

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Club" at Crown Perth and "Crown Signature Club" at Crown Melbourne and after the Effective Date as "Crown Rewards";

**"Effective Date"** means 12 am on the day Crown Rewards is officially made available by Crown to the public;

**"Employee"** has the following meanings

- full time, part-time or casual employees of Crown Resorts and each of Crown Resorts' majority owned subsidiaries;
- contractors of Crown holding a licence pursuant to the Casino Control Act 1984 (WA) or the Casino Control Act 1991 (Vic), as amended from time-to-time; or
- any other person expressly prohibited by Crown.

**"Linked Online Account"** means an Account offered from time-to-time by a Participating Facility as part of Crown Rewards that is opened by or for a Member and that is, on Crown's approval, linked to the Member's Card;

**"Member"** is a person who has applied for and has been accepted by Crown as a member of Crown Rewards;

**"Membership Cycle"** means the period described in Rule 9;

**"Participating Facility"** means a business or outlet that participates in Crown Rewards whether located in the Home Property or not, all of which are detailed from time-to-time by Crown on the applicable Crown websites;

**"PIN"** means personal identification number/word that is a personal identifier attributed to a Member;

**"Points"** means any points (and includes any substitute as determined from time-to-time by Crown in its sole discretion), which the Member may have accumulated as a Crown Rewards Member;

**"Privileges"** means the goods and/or services that are available to Members including Benefits, Rewards, Awards, Promotional Offers and Third Party Offers;

**"Program Brochure"** means the brochure that describes the key elements of the Privileges available and some of the exclusions and restrictions applicable under Crown Rewards;

**"Promotional Offers"** means ad hoc and/or targeted offers and benefits open to specified Members or groups of Members that may change at Crown's discretion from time-to-time;

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**"Related Entity"** and **"Related Body Corporate"** have the same meanings as those in the Corporations Act 2001 (Cth);

**"Rewards"** means goods and/or services available to a Member as a consequence of achieving certain criteria;

**"Rules"** means these Rules as amended from time-to-time (including the related terms and conditions as contained in the Crown Rewards Program Brochure and any policies or guidelines adopted by Crown from time-to-time in its discretion that apply to the conduct of Crown Rewards);

**"Status Credits"** are credits which are awarded to Members in order to determine the Member's Tier Level in accordance with Rule 9;

**"Tier"** means the Crown assigned level of membership; and

**"Third Party Offers"** means offers made as part of Crown Rewards but which are provided by third party suppliers of goods and/or services (the parties making such offers are **"Third Party Offerors"**).