

17 CONSEQUENCES OF SUSPENSION OR TERMINATION

- 17.1 If your membership of the Programme is terminated or cancelled for any reason, whether by you or by The Venue, any Points you have accumulated will automatically be forfeited as of the date of termination (unless The Venue determines otherwise) and you will not be eligible to receive any benefits offered under the Programme whether they have accrued or not. You are required to immediately return your Card to The Venue when your membership is terminated or cancelled for any reason.
- 17.2 Notwithstanding any other provisions in these Rules, you will not receive any marketing or promotional materials in relation to Gaming Machines and gaming products and services from the date your membership in the Programme is cancelled or terminated.
- 17.3 If your membership in the Programme is terminated for any reason and you subsequently become eligible to re-join the Programme, you must complete a new membership application form.
- 17.4 Notwithstanding any other provisions in these Rules, if your membership in the Programme 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.
- 17.5 You agree that The Venue 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 Programme.

18 PRIVACY

- 18.1 The Venue will collect, hold, use and disclose your Personal Information in accordance with the Privacy Act 1988 (Cth) and the Kirkpatrick's Hotel Privacy Policy. You should read The Venue's privacy policy in full before joining the Programme. See a staff member to request a copy.
- 18.2 If you do not provide the necessary Personal Information to The Venue, The Venue may not be able to approve your application to join the Programme.
- 18.3 To access and/or correct Personal Information held by The Venue, send them a written request (addressed to the Venue) and they will, to the extent that they are required to do so by law, provide you with access to, and the ability to correct, your Personal Information.
- 18.4 By agreeing to the Programme Rules, you consent to receiving offers and promotional material from third parties but you may withdraw that consent at any time by writing to The Venue.
- 18.5 If you mark the relevant box(es) on the membership application form, you request to be contacted in relation to Promotions or Third Party Offers, using phone, email or SMS. You can opt-out from receiving communications at any time, by writing to The Venue.
- 18.6 If you receive any communication from The Venue that you have asked not to receive under paragraph 10.5, you must immediately inform The Venue.
- 18.7 If you marked the relevant box on the membership application form, you request and consent to The Venue and their Associated Persons sending you gaming machine advertising in connection with gaming machines operated at the Venue.

19 INFORMATION ACCESS

- 19.1 You may access the information currently held by The Venue in relation to your existing or any prior membership of the Programme. The Venue may in its sole discretion charge a fee not exceeding the prescribed amount as noted in the Act for providing you with such access.
- 19.2 You must produce valid identification acceptable to The Venue to evidence your current or prior membership of the Programme before The Venue will grant you access. Subject to Rule 18 or unless required by law, The Venue will not allow a third party to access any information that it holds in relation to your membership of the Programme on your behalf.
- 19.3 You acknowledge and agree that The Venue may provide information about the Programme (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 the Australian Consumer Law and to the extent otherwise permitted by law:
- (a) without limiting any other provision of these Rules, you agree to release and forever discharge The Venue and its Associated Persons from any Claim arising in connection with the Programme, 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 Programme, 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 Programme, Promotions, Prizes, Points and Rewards and any goods or services obtained by you in respect of Third Party Offers) are excluded by The Venue;
- (c) The Venue has no liability for any Claim by or against you, directly or indirectly, in connection with your membership of the Programme, Promotions entered into, Prizes won, Points received, Rewards redeemed or your use of Third Party Offers and you release and discharge, and continue to release and discharge, The Venue from any and all liability for any such Claim; and
- (d) The Venue will use reasonable endeavors to transmit notices and other relevant information to you whether via the Kiosk, the Website or by other means, but The Venue will not be liable to you for any failure to do so. Although reasonable efforts will be made to ensure that information provided to you is correct, The Venue will not be liable to you as a result of any inaccuracy contained in the Programme, the Rules and any notices or information.
- 20.2 Decisions made by The Venue in relation to membership and/or the administration of the Programme 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 Programme, Promotions, receipt of Prizes, 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 read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from the Rules and the remainder of the Rules will continue to have full force and effect.
- 20.5 These Rules and the Programme 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, respectively, (as is applicable).

'Australian Consumer Law' has the meaning given to that term in the Competition and Consumer Act 2010 (Cth).

'Card' means the card validly issued by The Venue to you in relation to your membership of the Programme at the Venue and upon which Points are recorded (and includes any temporary Card(s) issued to you).

'Claim' means any loss, cost, claim, liability, demand or damage.

'Excluded Person' means any person as determined by The Venue or any other wagering and or betting operator

in Australia or overseas to be ineligible to participate in any gambling services and any person who has informed The Venue or any gaming, wagering and or betting operator in Australia or overseas that they wish to be ineligible to participate in any gambling services.

'Gaming Machine' has the same meaning as in the Act.

'Kiosk' means the Programme branded kiosk situated at The Venue which accepts the Card.

'Personal Information' means any information or opinion (irrespective of the medium in which this is stored or kept) about you, whether true or not, from which your identity can be reasonably be ascertained, including without limitation:

(a) Details in relation to your patronage of The Venue

(b) Details in relation to Points that you have accrued

(c) Details in relation to requests you have made for Rewards (and the outcome of those requests); and

(d) Your personal details such as name, address, phone numbers, email addresses and date of birth and any other information provided in your membership application form.

'Player Activity Statement' means an activity statement in accordance with the requirements under the Act that provides you with information about your membership of the Programme and relating to occasions where you have used your Card while playing Gaming Machines at The Venue.

'Points' means points awarded by The Venue to you when you visit The Venue and Present your Card at a Gaming Machine.

'Present' means, in relation to a Card, to insert, swipe, touch or otherwise interface and exchange data between the Card and a Gaming Machine at the Venue.

'Prize' means a prize, consisting of money, goods, additional Points or some other benefit, awarded by The Venue as a part of a Venue Promotion, in which case the prize awarded shall be at The Venue's sole discretion.

'Programme' means the Venue "Rewards" branded membership loyalty Programme (or such other name that The Venue may substitute from time to time by notification on the Website) that is operated by The Venue at the Venue and which is governed in accordance with these Rules.

'Promotion' means a Venue Promotion.

'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 in exchange for Points that you earn at the Venue, in accordance with these Rules.

'Rules' means these rules (being the rules of the Programme) and any amendments, additions or replacements made thereto from time to time by The Venue in its absolute and sole discretion.

'The Venue' means Kirkpatrick's Hotel, 774 Esplanade Mornington 3931.

'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 Programme promotional material, and which are not provided in exchange for Points and which may be free or provided in exchange for payment (and may include, without limitation, discount programs). For the avoidance of doubt, Network Promotions are not considered to be Third Party Offers.

'Venue Promotion' means a promotion developed by The Venue for the purpose of enabling members to potentially be awarded Prizes by The Venue.

'You' or **'you'** means a person who is eligible for membership of the Programme and who is accepted as a member of the Programme at the Venue and whose membership has not been cancelled or terminated.

'Website' means www.kirkshotel.com.au The Venue's website at which these Rules can be found.

KIRKS

ON THE ESPLANADE

FOOD • WINE • ENTERTAINMENT • FUNCTIONS

Rewards

TERMS AND CONDITIONS

KIRKS ON THE ESPLANADE

774 Esplanade Mornington, 3931

Email: kirkshotel@kirkshotel.com.au

www.kirkshotel.com.au

Think! About Your Choices

Call Gambling Help 1800 858 858 or

visit: www.gamblinghelponline.org.au

Kirks on the Esplanade Rewards Rules

1. ACCEPTANCE OF RULES

- 1.1 These Rules apply to your membership of the Programme operated at The Venue.
- 1.2 By signing the Programme membership application, becoming a member of the Programme, using your Card or using any of the benefits arising from the Programme 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 PROGRAMME AND RULES

- 2.1 The Venue reserves the right to, at any time and from time to time and without prior notice to you, make changes to the Programme and the policies and procedures concerning the manner in which Points and Rewards can be earned and redeemed. The Venue may also, at any time and from time to time and after 14 days' notice on the Website make changes to these Rules.
- 2.2 A copy of the current Rules governing the Programme may be obtained from the Venue or at the Website. You acknowledge that if there is at any time any inconsistency between the Rules obtained from these sources, the Rules included on the Website will take priority.

3. MEMBERSHIP

- 3.1 The Programme is provided and administered by The Venue.
- 3.2 You must be over 18 years old and an Australian resident to join the Programme. You may be asked at any time to produce valid identification acceptable to The Venue to evidence your eligibility to be a member of the Programme. If The Venue determines that you do not qualify on either or both of the age or residency grounds, or because you have refused to produce evidence acceptable to The Venue, The Venue will immediately reject your application for membership or cancel your existing membership (if any) and any Points that you may have accrued will be immediately forfeited.
- 3.3 To apply for membership of the Programme, you must complete and sign the Programme membership application form. You acknowledge and agree that all information that you provide on your Programme membership application form is true and correct.
- 3.4 Excluded Persons are ineligible to join the Programme. The membership of any person who is or becomes an Excluded Person will be terminated and their Points (if any) forfeited.
- 3.5 You agree and acknowledge that it is your responsibility to inform The Venue if you become an Excluded Person.
- 3.6 The Venue has the right to refuse your application for membership in its sole and absolute discretion and without providing you with any reason.
- 3.7 Only one membership of the Programme per person is permitted.
- 3.8 Unless authorized by The Venue (in its absolute discretion), Associated Persons of The Venue are ineligible to join the Programme. If you are a member of the Programme and you subsequently become an Associated Person of The Venue your membership will be terminated and your Points (if any) immediately forfeited without compensation.
- 3.9 You will notify The Venue as soon as possible if you change your name and present to The Venue valid identification acceptable to The Venue.
- 3.10 You will notify The Venue in writing of any change of address as soon as possible.
- 3.11 You agree that you will not attempt to obtain membership of the Programme 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.
- 3.12 You must not allow another person to use your Card and must not disclose any of your membership details including your security details (including your PIN/Password) to another person.
- 3.13 It is a condition of membership of this Programme, that you also become and remain for the duration of your membership of the Programme, a member of The Venue as demonstrated and evidenced by payment of the annual membership fee.
- 3.14 The Venue may set different tiers of membership for the Programme. Tiers of membership in the Programme may be varied at any time by The Venue without notice to you. The criteria for eligibility to a particular tier of membership will be determined by The Venue and is subject to variation without notice to you.

4. NOTICES

- 4.1 An electronic communication from The Venue 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 The Venue will be taken to be received by you on the next business day after it was sent, provided The Venue has sent it to the most current email address provided by you. An electronic communication that you send to The Venue will be taken to be received by The Venue on the next business day after you send it, provided you send it to the most current email address provided by The Venue.
- 4.3 It is your responsibility to ensure that your contact details, including your email address is current at all times. The Venue 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 The Venue in writing of any change of email address and postal address as soon as possible. The Venue may require any reasonable written proof necessary to verify the change.
5. CARDS
- 5.1 Only one Card per person is permitted. A Card issued to you is personal to you and may only be used by you for the purposes of your membership of the Programme. Cards remain the property of The Venue (even when it is in your possession) and must be returned to The Venue on demand.
- 5.2 Use of the Card by you indicates your continuing acceptance of these Rules.
- 5.3 It is your responsibility to protect your Card and take precautions against loss, theft or any unauthorised use. The Venue does not accept any responsibility for misuse of lost or stolen Cards. You must immediately report to The Venue any Card that is lost or stolen.
- 5.4 You must present identification acceptable to The Venue in order to receive a replacement Card and you may be charged a fee for a replacement Card. The Venue reserves the right to cancel your membership if you claim an excessive number (in The Venue's sole opinion) of lost, stolen or damaged Cards.
- 5.5 The Venue reserves the right at any time to require a person using a Card to provide valid identification acceptable to The Venue 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/password) in order to be able to access your Programme membership via a Kiosk.
- 6.2 You must not disclose your PIN/password to any other person for any purpose whatsoever.
- 6.3 The Venue will not be liable for any unauthorised exchange of Points or any other entitlement, benefit or reward where a Card is lost or stolen or if a PIN/password becomes known to another person, whether or not you have contributed to this loss (for example, by indicating your PIN/password on your Card or by keeping a record of your PIN/password in any article in which your Card is also kept).

7. POINTS

- 7.1 This Rule 7 applies to the extent that the Venue Operator elects or permits Points to be allocated in respect of the Programme.
- 7.2 Points will not validly accrue on a Card whilst a person other than you uses your Card.
- 7.3 If indicated upon application you will earn Points for your gaming turnover (gaming spend) in a Gaming Machine located at the Venue as well as food and beverage spend.
- 7.4 Points will only be credited to your Card in respect of whole dollar spend on Gaming Machines.
- 7.5 It is your responsibility to ensure that Points are actually registered when you present your Card at a Gaming Machine at the Venue at the time of your gaming spend. If you consider that Points have not been correctly registered, you should immediately inform the Venue staff.
- 7.6 You may earn and redeem points in the Programme at the Venue.
- 7.7 Unless otherwise determined by The Venue acting in its absolute discretion and without being required to give prior notice to you, save and except that The Venue will not make changes to the basis and rate of Points earned retrospectively, the basis and the rate upon which you may earn Points shall be 1 Point per \$10 of turnover on Gaming Machines, 2 Point per \$1 of spend on Beverages and 2 Point per \$1 spend on Food. Without limitation, the basis and rate upon which a member of the Programme may earn points may vary at The Venue's discretion or depending on their tier of membership in the Programme.
- 7.8 Any spend of any kind relating to private functions or any other special events held at the Venue will not be eligible for the earning of points.
- 7.9 Points may not be awarded on any already discounted item.
- 7.10 The Venue 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 will be determined by The Venue.
- 7.11 The Venue reserves the right to adjust the number of Points that you have accumulated where any such Points have been accumulated as a result of any malfunction, fault of The Venue or mistake, misrepresentation, where there has been misuse or The Venue reasonably suspects that there has been misuse of your Card or as a result of any impropriety.
- 7.12 Unless otherwise specified by The Venue, points that have not already been redeemed will automatically expire one year from the date that you earn them.
- 7.13 Your membership is personal to you. Your membership and benefits associated with being a member of the Programme (including Points) are not transferrable to anyone else, even in the event of your death. Points are not exchangeable for cash.
- 7.14 Subject to paragraph 7.7, any notice issued by The Venue (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.

8. REWARDS

- 8.1 The references to Rewards in this Rule 8 apply if Points are allocated under Rule 7.
- 8.2 You may request Rewards from time to time from the then available Rewards offered by The Venue. Additional Points needed to obtain a Reward cannot be purchased.
- 8.3 Points that you have accrued can be exchanged for available Rewards offered by The Venue.
- 8.4 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.
- 8.5 Subject to paragraph 8.8, The Venue 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.
- 8.6 Rewards are subject to change and availability and may be subject to certain conditions. The Venue 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.
- 8.7 Subject to consumer guarantees set out in Division 1 of Part 3-2 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) The Venue 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.
- 8.8 Notwithstanding paragraphs 8.5 and 8.7, if The Venue 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 The Venue will honour that Representation.
- 8.9 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 at the Venue. 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 the Australian Consumer Law and to the extent otherwise permitted by law, The Venue does not make any warranties or representations to you in connection with any Promotions (or any Prizes awarded under any Promotions) and 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 the Venue Operator makes a Representation to you that a Prize will be awarded for a Promotion, The Venue will honour that Representation.

10. THIRD PARTY OFFERS

- 10.1 Your membership of the Programme 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 Programme, you acknowledge and agree that Third Party Offers are not offered or provided by The Venue and that, subject to the Australian Consumer Law and to the extent otherwise permitted by law, The Venue has no liability whatsoever to you in relation to Third Party Offers, even if branding for the Programme 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 The Venue.
- 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 Programme you agree to receive Player Activity Statements.
- 11.2 The Venue will be responsible for issuing you with your Player Activity Statements.
- 11.3 At least once a year, The Venue will send you a Player Activity Statement by email unless you have elected (on your membership application form or have notified The Venue by notice in writing) to collect your Player Activity Statement from the Venue (Collection Option).
- 11.4 If you have elected the Collection Option, The Venue will within 7 days after your Player Activity Statement is prepared, notify you in writing that your Player Activity Statement is available for collection from the Venue (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 Programme will be automatically suspended until you collect the Player Activity Statement or until your membership in the Programme is terminated in accordance with paragraph
- 11.6 (whichever is the first to occur) (Suspension Event).
- 11.6 If you do not collect your Player Activity Statement within three (3) months of the date of the Collection Notice, your membership in the Programme will automatically terminate and any Points you have accumulated will automatically be forfeited (Termination Event).
- 11.7 The Venue will notify you in writing if a Suspension Event or a Termination Event occurs.
- 11.8 Additional copies of your Player Activity Statement can be obtained from The Venue on written request. The Venue may in its sole discretion charge a fee not exceeding \$20 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 the Venue Operator, that you play Gaming Machines as part of the Programme to earn Points (Time Limit) by giving notice to The Venue (Time Limit Notice).
- 12.2 You can change the Time Limit (New Time Limit) at any time by giving The Venue 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 The Venue (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 Programme 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 Programme in any 24 hour period determined by The Venue (Loss Limit) by giving notice to The Venue (Loss Limit Notice); and
 - (b) your net loss when playing Gaming Machines as part of the Programme in any year determined by The Venue (Yearly Loss Limit) by giving notice to The Venue (Yearly Loss Limit Notice).
- 13.2 You can change the Loss Limit (New Loss Limit) at any time by giving The Venue 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 The Venue (which will be at least 24 hours after the Revised Loss Limit Notice is received by The Venue).
- 13.4 You can change the Yearly Loss Limit (New Yearly Loss Limit) at any time by giving the Kirkpatricks Hotel 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 The Venue (which will be at least 24 hours after the Revised Yearly Loss Limit Notice is received by The Venue).
- 13.6 You are not permitted to continue playing Gaming Machines as part of the Programme and 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 At least once each year, The Venue will send you a notice in writing informing you of your right to terminate your membership of the Programme.
- 14.2 You may terminate your membership of the Programme at any time by giving The Venue notice in writing (Opt Out Notice).
- 14.3 On receipt of an Opt Out Notice, The Venue will immediately cancel your membership and any Points which you have not been redeemed at the time of cancellation will be immediately forfeited.
- 14.4 You are required to immediately return your Card to The Venue upon your giving of an Opt Out Notice.

15. TERMINATION AND SUSPENSION OF MEMBERSHIP BY THE VENUE OPERATOR

- 15.1 The Venue may suspend your Programme membership (as distinct from any other club membership) to investigate your membership and the use of your Card if The Venue 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. The Venue will notify you in writing of such suspension. During the period of suspension you will not be permitted to earn Points, redeem any Reward or participate in the Programme.
- 15.2 The Venue may at its sole discretion immediately terminate your membership of the Programme if it determines:
 - (a) You are in breach of the Rules or any procedures, policies or rules imposed by The Venue;
 - (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 The Venue (in its sole discretion) considers to be dishonest, offensive, disruptive, intimidating, illegal and/or improper.
- 15.3 If your membership of the Programme is cancelled pursuant to paragraph 15.2:
 - (a) The Venue will notify you of the cancellation in writing;
 - (b) any Points you have accumulated will automatically be forfeited (unless The Venue determines otherwise);
 - (c) you will not be eligible to receive any benefits offered under the Programme; and
 - (d) you must immediately return your Card to The Venue
- 15.4 If you die, your membership of the Programme will be automatically cancelled and your Points will be deemed to be immediately forfeited.

16. TERMINATION OF THE PROGRAMME BY THE VENUE OPERATOR

- 16.1 The Venue reserves the right to, at any time and from time to time, cancel the Programme in whole or in part or suspend it for any period for any reason after giving 30 days' notice on the Website and/or on the Kiosk.
- 16.2 You acknowledge and agree that The Venue makes no representation or warranty that the Programme will continue to be available for any period of time and The Venue may cancel the Programme at any time without providing any reason. If The Venue cancels the Programme, you will have 30 days from the date of The Venue's public announcement to redeem all your Points, after which time any Points not redeemed will automatically be deemed to be forfeited.