

# EXCHANGE HOTEL STARS

## TERMS AND CONDITIONS

### Membership

1. Exchange Stars is offered by The Exchange Hotel property – Liquid Operations Pty Ltd ("The Exchange Hotel property, we or us").
2. Joining EXCHANGE STARS is free.
3. To apply, proposed Members are required to complete an application in the form approved and provided by Exchange Hotel which will require that proposed Member to submit appropriate identification. A limit of one membership per person applies. Only eligible persons may join.
4. An application to become a member, ongoing participation in EXCHANGE STARS, redemption of benefits by a member or activation or use of a Cashless Wagering account constitutes acceptance by that Member of the Terms (as defined below). A person's membership is effective from the time and date we accept their application to become a member.
5. Membership and levels of membership ("tiers") are granted at the discretion of Exchange Hotel. Members may qualify for tiers based on the number of Exchange Stars

The tier points earned, or such other variables as determined by us. Members' tiers are reviewed periodically by us and may be adjusted on prior notice to you.

6. Membership does not give you right of entry to all or any part of The Exchange Hotel property.
7. You must abide by the conditions of entry to our gaming room as displayed at the entry to that room, as varied by us from time to time, and comply with any directions in relation to activating your access to our rooms.

### Eligibility

8. Membership with EXCHANGE STARS is only available to individuals aged 18 years or over.
9. Membership is granted and maintained at the sole and absolute discretion of the Exchange Hotel.
10. Liquid Operations Pty Ltd employees are not eligible to join EXCHANGE STARS.
11. Excluded Persons are not eligible to become a member.

## **The EXCHANGE STARS Terms**

12. EXCHANGE STARS terms – these terms, EXCHANGE STARS brochures and promotional material included on EXCHANGE STARS and the Exchange Hotel property websites & kiosks, premises terms of entry, guidelines and codes of conduct as issued Exchange Hotel from time to time ("Terms") govern your membership with EXCHANGE STARS. The latest version of the Terms is available at The Exchange Hotel property (on request) and on our website at [WWW.ExchangeHotel.com.au](http://WWW.ExchangeHotel.com.au) ("our website"). In the event of any inconsistency, the latest version of EXCHANGE STARS membership terms and conditions maintained in venue prevail to the extent of the inconsistency.
13. The Terms (including benefits) may be changed at any time by Exchange Hotel. Updated information will be available at the Exchange Hotel and on the T&Cs on our website.
14. Subject to clause 15, the Exchange Hotel will use its best endeavours to provide notice to Members of any changes to the Terms where there is a material adverse effect on Members or advise from regularity authorities.
15. Prior notice may not be given if we are required to make changes to act legally or in accordance with the requirements of a government authority, and the way in which we provide notice may be limited by law or the requirements of a government authority.
16. It is the Member's responsibility to ensure they keep up to date with the Terms.

## **Cards, Tiers and Benefits**

17. The way you can earn, receive and redeem loyalty points at the Exchange Hotel varies, and we may partner with others to provide benefits. For details see staff at the Exchange Hotel or our website. Loyalty points currently include Tier Points but may change in accordance with these Terms.
18. Membership cards always remain our property and must be returned to us upon our request.
19. A membership card is issued for your personal use only and is strictly non-transferable. You must not lend or share your card at any time, for any reason.
20. Any extra promotional offers to various tiers are strictly for that member only and cannot be shared with multiple guests (Members included)
21. We reserve the right to charge a fee for replacement membership cards
22. We reserve the right to place a cap on the number of loyalty points earned by any individual Member.
23. You are responsible for keeping your membership card secure, Exchange Hotel is not responsible for unauthorised use of loyalty points and other Member benefits if your card is lost or stolen.

24. You must promptly notify us of changes in your details, of any lost, stolen or malfunctioning membership card or any unauthorised use of your membership card. Membership cards that are reported as being lost, stolen, misused or malfunctioning will be suspended to restrict further use and we will make arrangements with you for the issue of a replacement membership card.
25. If any lost or stolen membership card is subsequently found it must not be used and must be returned to the Exchange Hotel.
26. You must not interfere with any magnetic stripe or integrated circuit on your EXCHANGE STARS membership card or unnecessarily disclose your membership number to anyone.
27. You are responsible for your loyalty points, other Member benefits, including observing any expiry periods and any taxation consequences.
28. You will be solely liable for, and the Exchange Hotel disclaim against, any and all liability for any loss that you may suffer as a result from any unauthorised use of your membership card, loyalty points or other Member benefits.
29. We may adjust your loyalty points, benefits or tier or we may cancel your membership if you misuse your card, loyalty points, benefits or gaming facilities or allow or enable someone else to do so.
30. We may adjust your loyalty points and other Member benefits if they incorrectly accrue in your favour or on the suspension, cancellation or termination of your membership. Loyalty points will also expire as follows:
  - (a) *Bonus Points will expire on the 30<sup>th</sup> of June each year, you will be notified 2 months, then 1 month and finally 2 weeks prior to remind card members to use their points. Ratings points are reviewed on the first of every month (this is an auto generated review by our gaming provider software and cannot be amended by Exchange Hotel staff)*
  - (b) *Birthday offers bring 3 guests they buy any meal \$20+ and Exchange Hotel will buy you a meal to the Value of \$30. You will have 7 days from DOB to use this offer.*
  - (c) *Double Points Monday & Thursday 4-9pm gaming members only. Insert your card and earn double points while playing.*
  - (d) *Entry into Thursday members Draw by using your members card at the Hotel within the week (Thursday to Thursday )*
  - (e) *Visitation points are strictly as per offer (see benefit poster)*
  - (f) *Members party is by invitation only. June & December*
  - (g) *Member discounts may change at Management discretion, with notification to members.*
  - (h) *Marketing material from Exchange Hotel or our associated partners will be sent to members through various media e.g., SMS – EDM etc.*
  - (i) *To become a member, you must agree to receive marketing material.*

**(All items A-I can be changed by Exchange Hotel at any time, members will be notified where possible.)**

31. Despite our best efforts, we may sometimes experience technical malfunctions and errors outside of our control. If we do, we will not be liable for the consequences to your membership and may adjust incorrectly accrued loyalty points, benefits and tier changes at our discretion.
32. The EXCHANGE STARS membership, cards, loyalty points and any other benefits and privileges are not transferable and cannot be used by any person other than the Member named on the card.
33. Subject to clauses 111 and 114, The EXCHANGE STARS membership, cards, loyalty points, tier status and any other Member benefits and privileges will lapse on a member's death or that Member becoming an Excluded Person.
34. Loyalty points and any other Member benefits and privileges cannot be used in conjunction with other discount programs or offers, unless otherwise specified by us.

#### **Redemption Of Points For Cash**

35. Any points that may be able to be redeemed by a member will be provided only for goods and services (food and drink). Points for cash redemption are only available from the gaming room for gaming patrons only and are not available via collection from bar, function, food, promotions, or events purchases.
36. The general terms and conditions for points redemption is available at the Exchange Hotel and on request.

#### **Gifting of Products Through Kiosks.**

37. The way in which Members can be awarded and claim gifts at the Exchange Hotel varies, and we may partner with others to provide EXCHANGE STARS Gifts.
38. The Exchange Hotel provide Members with the opportunity to be awarded and claim, as a gift, certain products which are known as Gifts
39. The Products available for Members to claim shall be at our discretion and may depend upon the tier status and number of loyalty points of that Member.
40. The Exchange Hotel will only accept an order for a Gift from the Member that has been awarded that Gift, provided that such Member is then a current Member whose membership has not been terminated or suspended and is not otherwise an Excluded Person. Members will be required to provide membership details.
41. All Gifts are subject to availability, as EXCHANGE STARS Gifts may become unavailable before a member's order is processed or may become subsequently unavailable before an order and delivery is completed.
42. Where an EXCHANGE STARS Gift becomes unavailable, we will endeavour to supply a substitute EXCHANGE STARS Gift of comparable value, nature and

quality to that ordered. The Member's consent will be obtained for a substitute EXCHANGE STARS Gift.

43. Restrictions and special conditions may apply to EXCHANGE STARS Gifts and such Gifts are subject to the terms upon which a supplier makes the corresponding Product available to Members.
44. We may at any time, without liability or prior notice to Members:
  - (a) withdraw, limit, modify, cancel, increase or decrease the availability of a Product being offered as a Gift or the advertised terms of offer for any Product.
  - (b) impose additional restrictions on a Product or conditions for obtaining an EXCHANGE STARS Gift.
45. EXCHANGE STARS Gifts claimed through Exchange Hotel kiosk:
  - (a) Cannot be used in conjunction with other discount programs, offers or special events; and members discounts cannot be applied.
  - (b) are not transferable, unless otherwise specified
  - (c) any Gifts from kiosk that are redeemed on premise (i.e., food or drink offers cannot be taken off premise)
46. Without limiting the application of clause 48, non-merchandised EXCHANGE STARS Gifts (for example, and without limitation, services, experiences, flights, cruises, holidays, accommodation, restaurants) are conditional upon that Member utilising that non-merchandised Product(s) and such non-merchandised Product(s) may not be used by any person other than that Member, unless otherwise expressly specified in the offer. Where the non-merchandised Gift(s) relates to a group booking or activity, the Member who ordered such Gift must be a member of that group and participate in the utilisation of that Gift, unless otherwise expressly specified in the offer.
47. Unless the terms of use of a particular Gift provide otherwise, all Gifts in the form of gift cards:
  - (a) are to be redeemed with the reward provider specified on the gift card.
  - (b) Must be redeemed by the expiry date shown on the gift card. A gift card cannot be used after that time and a Member will not be reimbursed or re-credited any amount in circumstances where a Member does not use a gift card prior to its expiry date.
48. With regard to Gifts involving travel, Members and accompanying guests are solely responsible for obtaining their own travel insurance and compliance with all applicable government border requirements, including all visa, passport, health regulations and other entry/exit requirements of the places to which they are travelling or transiting through (this includes making enquiries of consulates or embassies of those countries prior to ordering a travel related Product and again prior to travel).

## **Claiming Gifts**

49. Subject to a Member being entitled to claim an awarded Gift, such Gift can be claimed through the gaming kiosk.
50. Members claim Gifts at their own discretion. We do not give any warranty or make any representation in relation to the underlying value of any Gift (other than the face value of gift cards denominated in Australian Dollars).
51. Without limiting a Member's rights under the Australian Consumer Law, once a Member has submitted a claim for an awarded Gift through a gaming kiosk it cannot be cancelled or amended by the Member or exchanged by the Member for different Gift(s).
52. We shall not be liable in any way for any Gifts which are unavailable as a result of a technical malfunction, operator fault, misrepresentation for which we are not responsible or any other reason outside of our control.
53. All money amounts quoted for Gifts:
  - (a) are in Australian Dollars (AUD) and include Goods & Services Tax (GST) where applicable.
  - (b) are exclusive of credit and debit card service fees; and
  - (c) include delivery charges, unless otherwise stated.
54. Title and risk in all awarded Gifts that are claimed by a Member through the gaming kiosk pass to that Member upon that Member taking delivery.

## **Ending Membership and EXCHANGE STARS Program**

55. You do not need to be a Member of EXCHANGE STARS to use facilities at the Exchange Hotel.
56. You may end your membership at any time at no charge, including if you do not agree to any changes made to EXCHANGE STARS program, including its terms and benefits. We ask that you return your membership card to the Exchange Hotel when ending your membership.
57. Upon ending your membership, all loyalty points, and benefits (including any entitlement to Gifts) are immediately forfeited.
58. The Exchange Hotel may end your membership, your Cashless Wagering account or limit your participation in any or all benefits (including cancelling loyalty points):
  - (a) immediately if:
    - i. *you commit a material breach of the Terms or any other terms for the services (including game rules) of the Exchange Hotel.*
    - ii. *you have had a cheque payable to the Exchange Hotel returned by your financial institution.*

- iii. you are no longer permitted to enter any part of any of the Exchange Hotel property, including if you have been asked to leave or refused entry to any part of any of venue.*
- iv. you have been excluded from any the Exchange Hotel property (in whole or part).*
- v. you are dishonest or offensive or you bring (or through your conduct are likely to bring) any of the Exchange Hotel property or EXCHANGE STARS into ridicule or disrepute as considered by any of the Exchange Hotel property acting reasonably*
- vi. vi. we are required to do so in order to act legally or in accordance with the requirements of a government authority*

(b) otherwise on reasonable notice and acting reasonably

- 59. If your membership is cancelled or otherwise comes to an end, your loyalty points and accrued benefits will be available for use during any notice period but will be forfeited from the date your membership ends.
- 60. If Exchange Hotel ends or limits your participation in any or all benefits there is no requirement for them to provide reasons, written or otherwise, for that decision or any opportunity to be heard in relation to that decision
- 61. If your membership is cancelled by the Exchange Hotel, your membership and benefits in respect of all of the Exchange Hotel property simultaneously ceases.
- 62. One or more properties may also suspend or terminate EXCHANGE STARS program by providing reasonable prior notice to Members (except where we are required to do so in order to act legally or in accordance with the requirements of a government authority, when notice will not be required). If the EXCHANGE STARS ceases to operate and is not replaced by another loyalty program, Members can continue to redeem their accumulated benefits prior to the program ending where possible.

### **Anti-Money Laundering and Counter-Terrorism Financing**

- 63. The Exchange Hotel is subject to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and the rules and other subordinate instruments under the Act ("AML/CTF Laws"). The Exchange Hotel is obliged to collect certain identification information from you (and verify that information) in compliance with the AML/CTF Laws. Customer identification information may include detailed 'know your customer' information about you. Where legally obliged to do so, The Exchange Hotel properties will disclose information to regulatory and/or law enforcement agencies or to other third parties.
- 64. You must promptly notify us of any changes in your personal details supplied to the Exchange Hotel
- 65. The Exchange Hotel may, in their absolute discretion, determine whether or not to accept a member's request to redeem points.
- 66. Members will still be able to use the current ticket-in, ticket-out (TITO) system and cash for EGMs.
- 67. Membership cards are uniquely identifiable to a member and can only be linked to one account at the Exchange Hotel

## Privacy

68. Information about you, including information provided on this form and about your membership will be held by the Exchange Hotel. This information is collected by us for the purposes of operating The EXCHANGE STARS, promoting our products, services, promotions, events, awarding and providing Gifts and generally operating our businesses. We may disclose your personal information to our related companies and to third parties, including without limitation, social media platforms for these purposes. We may use and deal with your personal information in accordance with our Privacy Policy available at the Exchange Hotel, our website at [Exchangehotel.com.au](http://Exchangehotel.com.au).
69. The Exchange Hotel have legal obligations to provide information to some third parties such as government gaming regulatory authorities and law enforcement agencies, as well as obligations to collect personal information under laws such as the AML/CTF Laws. We reserve the right to disclose your personal information with gaming regulatory authorities and law enforcement agencies, and you consent to such disclosure.
70. For information on how to gain access to and seek correction of your personal information, how we use your personal information, how you lodge a privacy complaint, how we deal with a privacy complaint, the circumstances in which your personal information may be disclosed overseas or other privacy matters, please see our Privacy Policy.
71. By accessing and using gaming kiosks, Members consent to us collecting and using their personal information for the purpose of:
- (a) administering and operating Gifts (including but not limited to us and our existing or proposed Partners sending you an email confirmation following your redemption of Gifts).
  - (b) us and our existing or proposed Partners associated with Gifts providing or supplying goods and services in relation to Gifts
  - (c) administrative, planning, researching, developing, improving and promoting products or services offered by us and by existing or proposed Partners associated with Star Gifts and receiving marketing and promotional material from us or from any existing or prospective Partners associated with Gifts.
72. This personal information may be transferred to or from Australia.

## Limitation of Liability

73. To the extent permitted by law, we exclude all liability whatsoever arising directly or indirectly out of these Terms or otherwise at law, for any indirect, special, economic, punitive or exemplary or consequential loss or damage suffered or incurred by a Member or any other person (including without limitation, death, injury, loss of or damage to data, loss of revenue, profits, goodwill or opportunities), arising from their use of gaming kiosks or any Product or benefit obtained through it, whether caused by our negligence or otherwise, and whether or not we were aware or should have been aware of the possibility of such loss or damage.



74. All reasonable efforts will be made to ensure that Product information provided in the catalogue of Products offered through gaming kiosks or otherwise are correct. To the extent permitted by law, we do not accept any liability for incomplete or inaccurate information. We are not responsible for the content or description of Partner Products.
75. Members and all other individuals that use gaming kiosks and/or Hotel Commonwealth do so at their own risk.
76. We are not responsible for receipt of incorrect, inaccurate or incomplete information, either caused by:
- (a) users of EGM, or by any of the equipment or programming associated or utilised with EGM or in relation to the operation of Exchange Hotel
  - (b) by any technical error that may occur in the course of administration of EGMs or Exchange Hotel
  - (c) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of orders for Gifts or other Products that may be claimed on a redemption of loyalty points.
77. Except as required by law, we accept no liability of any nature in relation to Partner Products.
78. Subject to clause 126, we expressly disclaim any and all guarantees, conditions, warranties and liabilities (including for indirect, special, economic, punitive or consequential loss or damage) with respect to type, quality, standard, fitness or suitability for any purpose of any Gift claimed through gaming kiosks or any other Product received as a result of a redemption of loyalty.
79. We acknowledge that Members have certain rights under consumer guarantees in the Australian Consumer Law, and nothing in these Terms excludes, restricts or modifies:
- (a) the application of any consumer guarantee in the Australian Consumer Law ('Consumer Guarantee') or any similar provision in the law of any State or Territory which cannot be excluded, restricted or modified ('Similar Provision');
  - (b) the exercise of any right conferred by any Consumer Guarantee or Similar Provision; or
  - (c) our liability under any Consumer Guarantee or Similar Provision, subject to clause 96.
80. To the full extent permitted by law, our liability under any Consumer Guarantee or Similar Provision is limited, at our discretion, to:
- (a) reinstating the number of loyalty points redeemed by the Member.
  - (b) replacing or re-supplying a Product; or
  - (c) repairing the Product.

81. If gaming Products are faulty, damaged or unfit for use, or do not meet any express warranties provided by us, we will, at our option:

(a) reinstate that number of loyalty points redeemed for such gaming Product.

(b) repair the gaming Product

(c) arrange for a replacement.

82. We do not accept any taxation liability of Members or their employers arising from or in connection with earning, redeeming, claiming or cancelling loyalty points or Gifts. Members are responsible to pay and reimburse us for any tax liability (including any GST that may be payable), stamp duty or other duty or government charges in connection with the receipt of Gifts, a Product and/or benefits in relation to Exchange Hotel.

83. Members should note that certain redemption transactions may have tax implications, and Members should consult with their accountant or tax advisers

#### **General**

84. The Exchange Hotel decisions in relation to EXCHANGE STARS are final and binding.

85. This document is governed by the laws of Queensland. Each party submits to the jurisdiction of the courts of Queensland and of any court that may hear appeals from any of those courts, for any proceedings in connection with this document.

86. To the extent that any provision in these Terms is illegal or unenforceable, it is severed without affecting the validity or enforceability of the remaining Terms.

#### **Definitions**

'Product' means Products supplied by a member of the Exchange Hotel property to a member.

'Excluded Person' means a person who has been excluded or otherwise prohibited from entering the Hotel Commonwealth property or any part thereof.

'Gifts' means Products awarded to Members of The EXCHANGE STARS program in accordance with the Terms.

'Terms' has the meaning given to that term in clause 12 of these Terms.

'The EXCHANGE STARS' means the membership program operated by Hotel Commonwealth known as 'The EXCHANGE STARS'.

'The gaming kiosks' means the service through which Members may claim Gifts awarded to them in accordance with these Terms.

'Tiers' has the meaning given to that term in clause 5 of these Terms.

'our website' has the meaning given to that term in clause 12 of these Terms.

'Partner' has the meaning given to that term in clause 64 of these Terms.

'Partner Products' means Products supplied by a Partner to a Member.

'Products' includes merchandise, products, goods, services or gift cards, ordered through gaming kiosks or a member of the Hotel Commonwealth property in accordance with these Terms, being either Partner Products or Products.