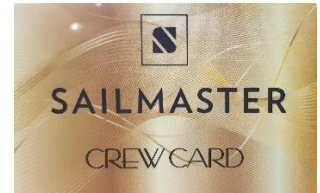




# SAILMASTER



## 1. GLOSSARY OF TERMS

"Card" means the card issued to you that incorporates the CREWCARD Loyalty system and carries the SAILMASTER logo.

"Conditions" and "Terms & Conditions" means the terms and conditions contained in this document.

"Inactivity" means no transaction recorded on the member account for 12 months.

"Member" refers to the person whose details and signature appears on the application form

"Point" means a Loyalty Point issued or redeemed by any venue in connection with the CREWCARD Loyalty Program

"Status Point" is a measurement used to tier members – They are not redeemable for Cash and are non-transferrable

"Promotional Activities" means activities by which a member may accrue loyalty points, other benefits and/or entry into a prize draw.

Maxanne Pty.Ltd is a registered business name of the Sailmaster which operates and owns Crew Card

"CREWCARD Loyalty System" means a mag stripe based loyalty program operated by Sailmaster or its authorised representatives, and means those arrangements by which a member is rewarded by collecting CREWCARD points and other promotional activities by purchasing goods and services from the Sailmaster using their Card and is able to redeem CREWCARD Points or offered additional rewards in accordance with these terms and conditions.

"Redeem" means to exchange points for a reward / offer.

"Turnover" means total dollars bet from the credit meter of a gaming machine.

"You" means the member who completed the CREWCARD membership application form and any person who uses CREWCARD LOYALTY

"We, Us, Our and Ours" means CREWCARD Loyalty

## 2. GENERAL

2.1. These terms and conditions may be changed or varied at any time by CREWCARD without notice and / or without assigning any reason. CREWCARD may also change at any time without notice any other matter connected to the Program including but not limited to changes of

- accrual rates for earning points
- the means by which Points may be accrued
- points required to qualify for a particular Reward
- rewards offered in connection with the Program
- points required to be eligible for a particular category of membership
  - eligibility ages
  - participants

Note: Any changes or variations to the terms and conditions will not be retrospectively enacted, these can only take affect from the date of inception

2.2. The card may be used only by the member and in accordance with CREWCARD Terms & Conditions of use

2.3. Any changes will be published on Sailmaster Gaming website [www.thesailmaster.com.au](http://www.thesailmaster.com.au)  
Terms & conditions will also be available on premise at the venue.

- 2.4. CREWCARD reserves the right to terminate the Program at any time. Upon such termination, Members will have three months (or such longer period as CREWCARD may specify) from the date of notice of termination within which to accrue and redeem Points. At the end of the relevant period, all Points not redeemed will expire.
- 2.5. First use of a Card by a Member means that the Member has read and understood these terms and conditions and accepts them as well as any rules, policies and procedures that may be adopted by CREWCARD LOYALTY and confirms his / her eligibility for membership, as amended from time to time. The Member further agrees to immediately advise CREWCARD of any change of address and other personal details provided by the Member on the application for membership to the Program
- 2.6. CREWCARD are not liable for any loss or damage whatsoever which is suffered (including but not limited to direct, indirect or consequential loss) or for personal injury which is suffered or sustained by a Member as a result of their membership to this Program) except for any liability that cannot be excluded by law.
- 2.7. CREWCARD's decision on all matters pertaining to the Program) including but not limited to the distribution of rewards, is final and binding with no correspondence being entered into.

### 3. MEMBERSHIP

- 3.1. Membership of the Program provides Members with the opportunity to participate in promotions and to accumulate Points for the purchase or use of Eligible Goods and Services
- 3.2. The number of Status Points earned by Members will determine their eligibility for tiered Rewards during the period of the membership of the Program if such a scheme is employed.
- 3.3. Membership to CREWCARD LOYALTY is free.
- 3.4. A person may not hold more than one CREWCARD LOYALTY membership.
- 3.5. Membership is not available to employees of the Sailmaster
- 3.6. Any person over the age of 18 years may apply to become a member by completing an application form at the Sailmaster
- 3.7. On completion of a CREWCARD membership application, you will be issued with a Card.
- 3.8. The Sailmaster reserves the right to refuse any application for membership in Crew Card loyalty program or terminate membership at any time for any reason, at its sole discretion, including without limitation if a member has breached or has been barred under the Liquor Licensing Act or Gaming Machines Act, or as may be amended from time to time. In the event that membership is terminated, all accumulated Points or benefits above the minimum value will be available for redemption for a period of 7 days.
- 3.9. The Card remains the property of the Sailmaster and must be returned upon request
- 3.10. A person may not hold more than one CREWCARD.
- 3.11. Members must notify Sailmaster immediately if the CREWCARD is lost or stolen.
- 3.12. CREWCARD accepts no responsibility for fraudulent use of lost or stolen Cards.
- 3.13. CREWCARD reserves the right to after 12 months of inactivity on a Member's account, to cancel the membership and members will lose any accumulated points or benefits
- 3.14. Active CREWCARD members may request an activity statement for any period of up to 12 months preceding the date of the request. This activity statement will be available from the venue. The activity statement will report the Member's current points balance at the date of reporting, together with a summary of points earned and points redeemed at the venue for the requested period. Where the member has participated in gaming activity, this activity will also be reported for the nominated period.
- 3.15. Death or bankruptcy of a member will result in cancellation of membership and forfeiture of all accumulated Reward points
- 3.16. Any fraud or misuse of the Card or improper conduct (as determined by CREWCARD in its absolute discretion) or breach of these terms and conditions will result in CREWCARD taking appropriate action (as determined by CREWCARD in its absolute discretion) which may include the cancellation of membership and the forfeiture of the Card and any Points.

## 4. POINTS

- 4.1. Points are not transferable. Points may only be redeemed by the Member who has earned them, and proof of identification may be required.
- 4.2. All Points are redeemed on a first earned / first redeemed basis
- 4.3. In addition to deductions for redemptions, CREWCARD will deduct from the points balance, any points credited in error and any points relating to a transaction which is cancelled or reversed or where a refund is given.
- 4.4. In the event there being insufficient points on your account, you may be required to pay for those points issued at the time of the transaction for which the refund is being sought.
- 4.5. You may check the number of CREWCARD points on your CREWCARD account at the Sailmaster from the cashier
- 4.6. CREWCARD points are available for redemption for a period of 12 months from the last transaction date recorded on the member account. The home venue reserves the right to truncate points older than 12 months if not used prior.
- 4.7. Points issued first will be the first to be redeemed.

## 5. EARNING POINTS

- 5.1. Your Card must be presented at each transaction to earn points. In order to obtain points, you must notify prior to the purchase transaction that it is a CREWCARD purchase by presenting your Card at the point of sale.
- 5.2. From time to time there may be promotions that give you the opportunity to earn more CREWCARD points and/or enter into other promotional activities.
- 5.3. CREWCARD points may also be credited to your CREWCARD account for promotional and incentive programs including promotional activities offered by CREWCARD from time to time. Sailmaster will determine which goods or services qualify for the promotional activities and the number of points that will be credited to your CREWCARD account for such purchases.
- 5.4. CREWCARD is not responsible and will not accept any liability for a Card or system failure or the Member not swiping or incorrectly swiping their Card at the point of sale of a Service Provider, nor is it under any obligation to provide the Member with Points under any of these circumstances.
- 5.5. It is the responsibility of the Member to present their Card at the time of order or participating in gaming.
- 5.6. Any Points credited in error will be deducted by CREWCARD.
- 5.7. Any Points accrued for any purchase or money spent that is then reimbursed or refunded will be deducted from the Member's points balance.
- 5.8. CREWCARD will have the sole discretion to determine which matters qualify for the earning of points, the number of points issued, the rewards offered and the participating venues or within the various parts of the venues.
- 5.9. Points cannot be sold, transferred, pooled or otherwise dealt with except in accordance with these Terms & Conditions.
- 5.10. A Card can be used in gaming machines at participating CREWCARD venues to accumulate CREWCARD points or enter other promotional activities.
- 5.11. Points credited to a CREWCARD account as a result of participating in the playing of gaming machines can be redeemed for goods or services, or cash at Sailmaster only. The card holder may also be offered entry into promotional activities by playing of gaming machines.
- 5.12. Card holders participating in gaming machine operations accumulate CREWCARD points based on 1 point per \$10.00 gaming win.

## 6. OTHER BENEFITS OF MEMBERSHIP

### 6.1. MEMBER ONLY EVENTS

CREWCARD may schedule events at selected venues. Members will be advised of scheduled events via any of the following mediums – point of sale, direct mail and/or electronic mail. Invitations to member only events will be exclusively for members who have visited the gaming room – this is measurable by determining if the member has had gaming turnover recorded during the selected period.

Special offers at scheduled events are available exclusively to CREWCARD members and may include free finger food, non-alcoholic beverages and refreshments of nominal value.

## 7. PRIVACY STATEMENT

CREWCARD respects your privacy and complies with the National Privacy Principles and Privacy Act 1988. Unless you give us explicit consent to act otherwise, the following policy will govern how CREWCARD handles your personal information and safeguards your privacy.

### Our Commitment

CREWCARD is committed to complying with the Privacy Act 1988 National Principles for the Fair Handling of Personal Information developed by the Australian Federal Privacy Commissioner

### What Information Do We Collect and How Will We Use It?

Certain personal information is collected when you contact us, including but not limited to your name, gender, date of birth, email address, mobile phone number, address and your interest (responses and feedback).

We use your personal information to:

- Administer and manage the CREWCARD loyalty system
- Respond to any query raised by you or any participant in the CREWCARD loyalty system
- Facilitate our internal business operations, including fulfilment of any legal requirements and confidential systems maintenance and testing. If you have opted to receive promotional materials from us, then you will receive emails, posted mail or mobile SMS messages from us to inform you of up and coming events and special offers of interest to you.

Your information will be held in the strictest confidence. CREWCARD will not disclose, share or sell any personal information about you to any third party. However, in some circumstances, we may disclose your information to our contractors and service providers, but only to the extent necessary to operate our business or provide you with the products and/or services you have requested. We require these organisations to agree to our Privacy Policy and to strict conditions governing how your personal information may be used.

### Security of Personal Information

CREWCARD will make all reasonable endeavours to protect your personal information securely against unauthorized use and access. Your personal information will be recorded, amended and used only by authorized persons who are required to keep your information confidential.

### Checking and Updating Your Information

You are welcome to request details of the personal information that we hold about you. To do so, please contact our Privacy Officer (see below for contact details). We may require personal identification before providing you with details. If you wish to update or change the personal information, we hold about you, please contact our Privacy Officer. We may require up to 30 days to update our records.

### Unsubscribe

You can opt out of receiving contact from us at any stage simply by writing to us at your home venue.

### Privacy Officer

If you have any questions regarding this privacy policy, you may contact our Privacy Officer by calling your home venue or writing to: "CREWCARD Loyalty Privacy Information" CREWCARD at the Sailmaster

### Changes to the Privacy Statement

The Sailmaster venue is committed to comply with any laws introduced to strengthen the protection for your privacy. Our Privacy Statement will be reviewed and may be revised from time to time.

Sailmaster reserve the right to change our privacy policy at any time and notify you by posting an updated version of the Privacy Policy on our website. Any changes to our Privacy

Policy shall be deemed to take place on the date the changes are posted to our website.

We encourage you to regularly review these policies. [TheSailmaster.com.au](http://TheSailmaster.com.au)

### Further Information on Privacy

For further information about privacy issues and the protection of privacy, visit the Office of Federal Privacy Commissioner's website.