Club Noble Member Rewards Program – Noble Rewards Terms & Conditions

1. GENERAL

1.1. These terms and conditions apply to the rewards scheme known as ***Noble Rewards*** (Club Noble Member Rewards Program). Noble Rewards has been established and is administered by Club Noble.

1.2. References to:

1.2.1. "We", "our", "us" and "Venue" are references to Club Noble and all Noble Rewards Partners, each and any of whom may separately enforce these terms and conditions.

1.2.2. "Membership" means your membership of Club Noble, and thus Noble Rewards unless the context otherwise requires.

1.3. By participating in Noble Rewards through the use of your membership card or membership number, or by claiming any benefit, you agree to be bound by these terms and conditions and provide the consent specified in clause 7 relating to personal information. The terms and conditions governing Noble Rewards can be amended by Club Noble Management from time to time. A copy of the current terms and conditions is available from the Venue.

1.4. Your membership provides you with the opportunity to accrue Status Credits and Bonus Points for the redemption of Rewards from the Venue. The number of Status Credits earned by the members over a 3-month period will determine the member's Tier Status Level, and the Bonus Points earned will determine the redeemable Rewards.

1.5. The Rewards we offer are a courtesy extended to you at our sole discretion and are not automatic entitlements (legal or otherwise).

1.6. The basis on which you can accrue Bonus Points or redeem rewards (including these Terms and Conditions) is determined solely by us (in our absolute discretion) and is subject to change from time to time without prior notice to you.

1.7. Bonus Points can only start to be entered in your Member Account after:

1.7.1. Your application for membership has been accepted by the Venue (who may reject any application for membership without giving any reason for the rejection); and

1.7.2. Your member account has been activated and a member ID issued.

1.8. Your membership and any accrued Bonus Points or Rewards are not transferable.

1.9. The accrual of Bonus Points or the redemption of Rewards is not available in conjunction with any other discount, promotion or program offered by us unless stated otherwise.

1.10. We reserve the right to decide any matter or settle any dispute arising directly or indirectly out of or in connection to Noble Rewards and our decision on any such matter or dispute will be final and binding and no correspondence will be entered in to.

1.11. Subject to any applicable law which cannot be excluded, we accept no liability for any loss, damage or injuries suffered or sustained (including but not limited to direct or consequential loss or losses arising from our negligence) by you arising directly or indirectly out of or in connection to Noble Rewards and you release and discharge us from any liability for any such loss, damage or injury. If we are liable to you in any way, then our liability will be limited to allocating your member account the number of points which we consider is appropriate in connection with your relevant claim.

1.12. Unless otherwise stated, you are solely responsible for any taxes, GST, duties, levies, fees or other charges levied or imposed arising from, as a result of or in connection to with, your participation in Club Noble Noble Rewards program, the accumulation of Points or the redemption of Rewards.

1.13. Unless otherwise stated, any material published by us pertaining to these terms and conditions, including material relating to the rate of accrual of Points, redemption of Points or any Rewards and the number of Points required to be earned and maintained for any tier of membership of Noble Rewards, will form part of the terms and conditions of the Noble Rewards Program which may be varied by us from time to time at our discretion.

1.14. If part or all of the clause of these terms and conditions is 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 these terms and conditions and the remaining provisions of these terms and conditions will continue to have full force and effect.

2. DEFINITIONS

In these terms and conditions unless the context otherwise requires:

2.1. “Redemption” occurs when a Participant uses Bonus Points to redeem a reward from the Venue.

2.2. “Venue” means Club Noble.

2.3. “Eligible Members” means those members referred to in clause 3.1 of the Terms and Conditions.

2.4. “Noble Rewards” means Club Noble Rewards program in terms of which Eligible Members may accrue Rewards Points and may redeem Rewards Points associated with Noble Rewards.

2.5. “Membership” means a person’s financial membership of the Venue;

2.6. “Social Membership” means a non-financial membership;

2.7. “Membership Card” means a membership card issued to a member by the Venue once the Venue has approved the applicant’s application for Membership.

2.8. “Participant” means any Eligible Member who participates in Noble Rewards as provided in clause 3.3 of these terms and conditions.

2.9. “Participant’s Account” means the account opened in the name of each Participant in which is recorded all Bonus Points earned by a Participant and all redemptions of Bonus Points by the Participant.

2.10. “Bonus Points” means the Bonus Points which a Participant earns when he or she purchases food and beverages in the Venue or participates in designated gaming activities but excludes any transactions under any promotion of the Venue and which may be used by a Participant to redeem Rewards.

3. MEMBERSHIP

3.1. Only Members of the Venue who are 18 years of age or older are eligible for membership, and such other classes of members of the Venue as may be determined by the Venue from time to time.

3.1.1. Membership is issued and administered on a financial year basis, commencing on 1 July and expiring on 30 June of the applicable membership period, unless otherwise determined by the Venue. Membership is available in either a one (1) year or three (3) year term, with the applicable membership fees and entitlements applying for the duration of the selected term.

3.2. Membership of Noble Rewards comes with an eligible person’s membership of the Venue. It is a requirement of membership that you keep and maintain Club Noble’s membership.

3.3. The member has the right to opt out of the Noble Rewards program at any time, by notifying the Venue in writing.

3.4. You will promptly notify the Venue in writing:

3.4.1. Of any change in your address; and

3.4.2. If your membership card is lost, stolen, damaged or misused in any way.

4. TIERS OF MEMBERSHIP

4.1. There are five (5) tiers of membership including SOCIAL, BRONZE, SILVER, GOLD and NOBLE.

4.2. Non-financial club members remain in the SOCIAL tier with limited access to club benefits, as published by the Club.

4.3. All financial club members automatically are granted the introductory level of BRONZE.

4.4. To be eligible for SILVER membership you must earn and maintain the number of Status Credits required under Noble Rewards within the last three (3) month period (or such other period as we may specify from time to time). The number of Status Credits required to be earned and maintained for SILVER membership will be published by us, which will be the subject to change from time to time.

4.5. To be eligible for GOLD membership you must earn and maintain the number of Status Credits required under Noble Rewards within the last three (3) month period (or such other period as we may specify from time to time). The number of Status Credits required to be earned and maintained for GOLD membership will be published by us, which will be the subject to change from time to time.

4.6. To be eligible for NOBLE membership you must earn and maintain the number of Status Credits required under Noble Rewards within the last three (3) month period (or such other period as we may specify from time to time). The number of Status Credits required to be earned and maintained for NOBLE membership will be published by us, which will be the subject to change from time to time.

4.7. Member tier levels will be reviewed DAILY by the eBet Membership System, or at a time as determined by the Venue from time to time.

4.7.1. **Tier Upgrades** will be conducted each day based on the prior rolling accumulated status credits

4.7.2. **Tier Downgrades** will be conducted every quarter on;

- 4.7.2.1. **1st December**
- 4.7.2.2. **1st March**
- 4.7.2.3. **1st June**
- 4.7.2.4. **1st September**

4.8. We reserve the right to make any changes to these terms and conditions, at any time, including to;

4.8.1. Creation, amendment or removal of tiers of membership to which different terms and conditions apply including but not limited to the benefits applicable to each tier of membership and the method and rates of Point accrual and Rewards offered to you as part of the Noble Rewards;

4.8.2. Set and change the number of Points or Status Credits required to be earned and maintained under the Noble Rewards within any period for eligibility to any tier of membership within the program;

4.8.3. Move your membership into another tier of membership regardless of the amount of Points accrued by you at anytime without notice to you.

4.9. Subject to any changes we may make, your membership of one of the several tiers of membership offered to us will enable you to receive the benefits as identified within the Noble Rewards Brochure.

5. MEMBERSHIP CARDS

5.1. You are only permitted one membership card at any one time.

5.2. The membership card issued to you remains the property of the Venue.

5.3. If required, you must sign your membership card as soon as receiving it and regularly check it is in your possession.

5.4. Your membership card is only to be used by you and is not to be given to any other person for the purpose of accruing Points, redeeming Rewards or for any other purpose.

5.5. It is your responsibility to protect your membership card and to take precautions against its theft, loss, damage or misuse.

5.6. You acknowledge that we do not accept responsibility and do not accept liability for the theft, loss, misuse of or fault in your membership card (including the failure of your membership card to accrue Points).

5.7. If your membership card is lost or stolen, you will need to provide the Venue with photo identification as required by the Venue from time to time in order to obtain a replacement membership card.

6. POINTS & REWARDS

6.1. You will accrue Bonus Points as a result of eligible transactions at the standard rate for each tier unless otherwise stated. The standard rate of accrual of Points will be published by us, which will be subject to change from time to time.

6.1.1. Base earning level for Electronic Gaming Machines is 1 point per every $10 turnover. Earning level is based on a percentage scale determined by the membership tier.

6.1.2. Base earning level for Food and Beverage purchases is 1 point per every $1 spend on eligible food and beverages.

6.2. It is your responsibility to ensure that your membership card is;

6.2.1. Inserted into, and accepted by, the membership card reader (e.g. of a gaming machine); and

6.2.2. Is working and accruing Points during the course of your play of the gaming machine or at point of sale terminals etc. (as the case may be).

6.3. We are not liable for the failure of your membership card to accrue Points or any reason whatsoever (including but not limited to membership card terminal error, operator error or misrepresentation, our act or omission (including negligence), or membership card malfunction).

6.4. We reserve the right:

6.4.1. To adjust the number of Points you have accrued if the Points were accrued as a result of membership card terminal error, operator error or misrepresentation, our act or omission (including negligence), membership card malfunction or for any other reason resulting in the Points being invalidly accrued; and

6.4.2. To change the rate and manner in which Points are accrued (including but not limited to the transactions that we classify as eligible transactions and the standard rate of Point accrual) and set and change the number of Points to be redeemed for any Rewards.

6.5. Points will not validly accrue on your membership card while it is being used by another person.

6.6. You may only redeem Rewards from Points validly accrued by you and we may require proof of identification when you request or redeem a Reward.

6.7. Points earned by you can only be redeemed for Rewards within the 12-month period of earn. After this time, points will be purged from the Member Account.

6.8. Bonus Points used by you to redeem Rewards will be deducted from your Member Account balance when you submit your request to redeem a Reward.

6.9. We will not be responsible for replacing Rewards Points due to a lost, stolen, damaged or faulty membership card.

6.10. Rewards are redeemable on a first-come, first-served basis.

6.11. Rewards are not transferable, refundable or exchangeable for cash.

6.12. Rewards are subject to availability and we reserve the right to cancel, withdraw or substitute any Rewards at any time in our absolute discretion.

6.13. We reserve the right to request suitable identification when redeeming Rewards.

6.14. We do not accept liability for:

6.14.1. Any lost or stolen Rewards or Rewards vouchers after they have been issued;

6.14.2. Any loss or damage arising from our cancellation, withdrawal or substitution of any Rewards; or

6.14.3. The unavailability of any Rewards that we previously displayed or promoted as being available for the redemption of Points.

6.15. We make no representation and give no warranty (either expressly or impliedly) as to the quality, standard, fitness or suitability for purpose of the Rewards.

6.16. From time to time the Noble Rewards program may provide members with additional offers, these offers will be at the discretion of the Venue. All offers will be provided with a validity date to which the offers must be redeemed, after the validity date the offers will expire.

6.17. The Venue reserves the right to determine the level of value, the type of offer and the period during when the offer will be given for all tier members.

6.18. The Venue reserves the right to determine who and how many tier members will be invited to any Celebration Dinners, Exclusive Events and Promotions. The Venue also reserves the right to select the Event and/or promotion.

6.19. Food and Beverage Accounts are restricted to select members only and are not transferable.

6.19.1. Any unused credit on Food and Beverage Accounts at the end of each month will be forfeited.

6.19.2. Management reserved the right to alter values and conditions from time to time.

6.20. The Venue reserves the right to determine the level of value, the type of gift and the period when the gift will be given for the Birthday Rewards for all tier members.

6.21. The Venue reserves the right to determine the level of discount or benefit provided when redeeming points for Food & Beverage.

7. PRIVACY

7.1. The information we collect arising directly or indirectly out of or in connection with your membership shall become and remain our property.

7.2. You consent to us collecting and retaining your personal information (including information concerning your membership) for the purposes of:

7.2.1. Carrying out the functions and activities that are necessary for us to meet our obligations to you under these terms and conditions;

7.2.2. Disclosing your personal information to third parties who are engaged by us to assist in meeting our obligations to you under these terms and conditions;

7.2.3. Marketing our goods and services to you;

7.2.4. Disclosing your personal information to selected third parties to allow them to market their goods and services to you unless you inform us otherwise; and

7.2.5. Meeting legal requirements or fulfilling any purpose authorised by or under law.

7.3. The Venue will, at your request, provide you with access to your personal information held by the Venue if (in our opinion) it is reasonable to do so.

7.4. It is your responsibility to ensure that your personal information held by the Venue is accurate, complete and up to date. Where reasonable, you will be granted access to your personal information for the purposes of establishing that the information is accurate, complete and up to date.

8. TERMINATION OF THE NOBLE REWARDS PROGRAM

8.1. You may terminate your membership at any time by giving written notice to the Venue or by returning your membership card to the Venue, at which time, all Points and associated Rewards (whether they be Points and Rewards having accrued or not) will be permanently cancelled.

8.2. We may terminate or suspend your membership (in our absolute discretion) if we believe (in our absolute discretion) that the following occurs:

8.2.1. You fail to strictly comply with these terms and conditions

8.2.2. Noble Rewards membership expires, is cancelled or is suspended;

8.2.3. Your conduct is deemed to be offensive, dishonest, disruptive, intimidating, unbecoming or prejudicial to our interests;

8.2.4. You interfere with or misuse any equipment or property;

8.2.5. You die or are bankrupt; or

8.2.6. You become our employee, agent or contractor.

8.3. In the event we terminate your membership;

8.3.1. All of your Points and associated Rewards (whether they be Points and Rewards having accrued or not) will automatically be cancelled (and for the purpose of clarity will not be redeemable) from the time we terminate your membership; and

8.3.2. You must immediately return your membership card to us.

8.4. We may suspend or terminate the operation of Noble Rewards at any time and without prior notice to you. We give no warranty as to the continuing availability of Club Noble Noble Rewards.

8.5. A notice informing members of the suspension or termination of the operation of Noble Rewards will only be displayed in certain areas within the Venue's premises (Members Notice).

8.6. In the event that the operation of Noble Rewards is terminated for whatever reason, all Points may be cancelled 30 days from the Venue issuing a Members Notice and you will not be able to redeem any Rewards 30 days after the Venue issues a Members Notice.