

PANTHERS REWARDS

TERMS & CONDITIONS

1. GENERAL

- 1.1 These terms and conditions apply to the rewards program known as Panthers Rewards. It has been created and is administered by Penrith Rugby League Club Ltd ABN 57 000 578 398 (the 'Club').
- 1.2 References to:
 - 1.2.1 "we", "our" and "us" are references to the Club.
 - 1.2.2 "membership" means membership of Penrith Rugby League Club Ltd.
- 1.3 By participating in the Panthers Rewards program, you agree to be bound by these terms and conditions and provide the consent specified in clause four (4) relating to personal information.
- 1.4 The terms and conditions governing the Panthers Rewards program are subject to change, and can be amended by Club management from time to time. A copy of the current terms and conditions are available from any Panthers Club Reception, or Panthers Club website. The Panthers Rewards program is offered to members of the Club at the Club's discretion.
- 1.5 Your Club membership provides you with the opportunity to participate in the Panthers Rewards program.
- 1.6 Panthers Points will only commence accruing in your points account after your application for membership to the Club has been processed by membership or reception staff and you have received a membership card.
- 1.7 The accrual of Panthers Points, spending of Panthers Points, or the redemption of rewards is not available in conjunction with any other offer, discount, promotion or program offered by the club unless stated otherwise.
- 1.8 The Club reserves the right to decide any matter or settle any dispute arising directly or indirectly out of, or in connection to Panthers Rewards program. The Clubs decision on any such matter or dispute will be final and binding and no correspondence will be entered in to.
- 1.9 Subject to any applicable law which cannot be excluded, the Club accepts 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 actions including acts of negligence) by you arising directly or indirectly out of, or in connection to Panthers Rewards program. You release and discharge the Club from any liability for any such loss, damage or injury. If the Club is liable to you in any way, then that liability will be limited to allocating to your points account, the number of Panthers Points, which the Club considers is appropriate in connection with your relevant claim.
- 1.10 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, your participation in Panthers Rewards program, the accumulation of Panthers Rewards Points or the redemption of Panthers Points or any rewards.

- 1.11 Unless otherwise stated, any material published by the Club pertaining to these terms and conditions, including material relating to the rate of accrual of Panthers Points, redemption of Panthers Points for any rewards, and the number of Panthers Points required to be earned and maintained for any level of participation, will form part of the terms and conditions of Panthers Rewards program. These may be varied by the Club from time to time at their discretion.
- 1.12 If part or all of any clause of these terms and conditions is deemed illegal, invalid or unenforceable, then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable. 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. LEVELS OF PANTHERS REWARDS

- 2.1 There are five (5) levels of Panthers Rewards program being:
- 2.1.1 one (1) star
 - 2.1.2 two (2) star
 - 2.1.3 three (3) star
 - 2.1.4 four (4) star
 - 2.1.5 Black Panther
- 2.2 All eligible members of the Club who participate in Panthers Rewards program will begin in the one (1) star tier.
- 2.3 Points criteria: To be eligible for the one (1) star, two (2) star, three (3) star, four (4) star and Black Panther tiers, you must earn and maintain the specified number of Panthers Points correlating to those levels within a twelve (12) month period (or such period as we may specify from time to time). The number of Panthers Points required to achieve, or maintain, each level is:
- 2.3.1 One (1) star tier: 0 – 5,999 Panthers Points across a 12-month period.
 - 2.3.2 Two (2) star tier: 6,000 – 19,999
 - 2.3.3 Three (3) star tier: 20,000 – 59,999
 - 2.3.4 Four (4) star tier: 60,000 – 99,999
 - 2.3.5 Black Panther: 100,000
- 2.4 Upgrading tier levels: The number of points earned by Club members during the most recent twelve-month period will be examined on the 16 day of each calendar month and those Club members who become eligible for a higher level of Panthers Rewards program will be notified of their promotion to that level during the course of the following month.
- 2.5 Downgrading tier levels: In April of each year those Club members who have not earned or maintained the number of points over the previous twelve (12) months required to remain eligible at their current level will be downgraded. Members will be advised during the course of the following month - May of their new level.
- 2.6 Expiry of Points: Panthers Points expire for one (1) star, two (2) star and three (3) star tier on 31 December every year. Panthers Points do not expire for four (4) star and Black Panther tiers.
- 2.7 The Club reserves the right to make any changes to these terms and conditions, at any time, including to:

- 2.7.1 create, amend or remove levels of the Panthers Rewards program to which different terms and conditions apply including but not limited to the benefits applicable to each level of Panthers Rewards program and the method and rates of Points accrual and rewards offered to you as part of the Panthers Rewards program;
- 2.7.2 set and change the number of Panthers Rewards Points required to be earned and maintained under the Panthers Rewards program within any period for eligibility to any level of Panthers Rewards program;
- 2.7.3 move you into another level of Panthers Rewards program regardless of the amount of Panthers Rewards Points accrued by you at anytime without notice to you.
- 2.8 Subject to any changes we may make, your participation in Panthers Rewards program will enable you to receive the benefits appropriate to the level you are assigned. The list of benefits for each tier is available from each Clubs reception.
- 2.9 Any Panthers Points that are accrued through any means other than being earned through eligible transactions will not be considered in assigning levels of Panthers Rewards program.
- 2.10 Any bonus discount offered when Panthers Points are used for purchase is restricted to selected outlets, may not be used combined with any other offer and may not be valid for use with some products and services. Use of this discount is at our complete discretion.

3. EARNING AND REDEEMING PANTHERS POINTS

- 3.1 Panthers Points will be accrued as a result of certain eligible transactions at the standard rate unless otherwise stated.
 - 3.1.1 Members can earn Panthers Points when purchasing at selected food and beverage outlets. The specific outlets where Panthers Points are accruable available from each club. To earn Panthers Points for purchasing food and beverage, members must give their members card to the staff member making the transaction and ensure it is swiped through the TASK Retail Point of Sale (POS) terminal.
 - 3.1.2 Members can also earn Panthers Points when playing electronic gaming machines (EGMs) and Multi Terminal Gaming Machines (MTGM). To earn Panthers Points using EGMs, it is the members responsibility to ensure their members card inserted into the EGM they are using while playing.
- 3.2 Accrual rate: Panthers Points are accrued based on the following:
 - 3.2.1 One (1) Panthers Point earned for every \$1 spent in selected food and beverage or other outlets.
 - 3.2.2 Two (2) points earned for every \$10 of turnover for a one (1) star or two (2) star
 - 3.2.3 Two (2) points earned for every \$5 of turnover for three (3), four (4) star and Black Panther members.
 - 3.2.4 One (1) point earned for every \$50 of turnover for a one (1) star or two (2) star
 - 3.2.5 One (1) point earned for every \$25 of turnover for three (3), four (4) star and Black Panther members.

- 3.2.6 One (1) point earned for every \$1 spent within KENO
- 3.2.7 One (1) point earned for every \$1 spent within meeting and event spaces at each club. The name on the invoice must match the name of the member. Panthers Points cannot be issued to members who are booking events on behalf of an organisation or business.
- 3.2.8 One (1) point earned for every \$1 spent within Aqua Golf (at Panthers Penrith only)
- 3.2.9 One (1) point earned for every \$1 spent within Penrith Panthers football membership
- 3.6 The Club is not liable for the failure of your membership card to accrue Panthers Points for 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).
- 3.7 The Club reserves the right:
 - 3.7.1 to adjust the number of Panthers Points you have accrued if the Panthers Points were as a result of the Club 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 Panthers Rewards Points being invalidly accrued; and
 - 3.7.2 to change the rate and manner in which Panthers Points are accrued (including but not limited to the transactions that we classify as eligible transactions and the standard rate of Panthers Points accrual) and set and change the number of Points to be redeemed for any product or reward.
- 3.8 Panthers Rewards Points will not validly accrue on your points account while your Club membership card is being used by another person.
- 3.9 Panthers Rewards Points used by you will be deducted from your points account balance at the time of the transaction or at the time, you request them to be used for any other purpose.
- 3.10 Members are entitled to receive a monthly player activity statement. To obtain one, members need to see the Clubs Duty Manager.
- 3.11 We will not be responsible for replacing Panthers Rewards Points due to a lost, stolen, damaged or faulty Club membership card.
- 3.12 Some rewards in Panthers Rewards program may be offered on a limited or first come, first serve basis, this will be at our discretion and no disputes will considered.
- 3.13 Panthers Rewards Points and any rewards forming part of Panthers Rewards program are not transferable, refundable or exchangeable for cash.
- 3.14 All rewards that are offered in Panthers Rewards program are subject to availability and we reserve the right to cancel, withdraw or substitute any rewards at any time in our absolute discretion.
- 3.15 We do not accept liability for:
 - 3.15.1 any lost or stolen rewards or gifts (including vouchers) after they have been issued;
 - 3.15.2 any loss or damage arising from our cancellation, withdrawal or substitution of any rewards that form part of Panthers Rewards; or
 - 3.15.3 the unavailability of any rewards or gift that we previously displayed or promoted as being available for the redemption of Panthers Rewards Points or any other means.

- 3.16 The Club make no representation and gives no warranty (either expressly or impliedly) as to the quality, standard, fitness or suitability for purpose of rewards or gifts that form part of Panthers Rewards program.

4. PRIVACY

- 4.1 The information we collect arising directly or indirectly out of or in connection with your Club, membership and participation in the Panthers Rewards program shall become and remain our property.
- 4.2 The Club will, at your request, provide you with access to your personal information held by the Club in accordance with our Privacy Policy, which is available at www.panthers.com.au.

5. TERMINATION OF THE PANTHERS REWARDS PROGRAM

- 5.1 You may terminate your Club membership at any time by giving written notice to the Club or by returning your membership card to the Club, at which time, all Panthers Rewards Points and associated rewards (whether they be Panthers Rewards Points and rewards having accrued or not) will be permanently cancelled.
- 5.2 The Club may terminate or suspend your membership (in our absolute discretion) if they believe (in our absolute discretion) that the following occurs:
- 5.2.1 you fail to strictly comply with these terms and conditions;
 - 5.2.2 your Club membership expires, is cancelled or is suspended;
 - 5.2.3 your conduct is deemed to be offensive, dishonest, disruptive, intimidating, unbecoming or prejudicial to our interests;
 - 5.2.4 you interfere with or misuse any equipment or property;
 - 5.2.5 in the event that you die
- 5.3 In the event we terminate your Club membership;
- 5.3.1 all of your Panthers Rewards Points and associated rewards (whether they be Panthers Rewards 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
- 5.4 The Club may suspend or terminate the operation of Panthers Rewards program at any time and without prior notice to you. We give no warranty as to the continuing availability of Panthers Rewards program.
- 5.5 Due to legislative restrictions on gaming related advertisements, a notice informing members of the suspension or termination of the operation of Panthers Rewards program may only be displayed in certain areas within the Club's premises (Members Notice Board).

- 5.6 In the event that the operation of Panthers Rewards program is terminated for whatever reason, all Panthers Rewards Points may be cancelled 30 days from the Club issuing a members Notice and you will not be able to redeem any rewards 30 days after the Club issues a Members Notice.

6. REDEMPTION OF PANTHERS POINTS

- 6.1 Panthers Points can be redeemed for a variety of goods and services across all venues. Each individual venue contains the most up to date documentation regarding these products.