

## Publinc Communities Terms and Conditions (New South Wales and Queensland)

Effective September 2020

### 1 PUBLINC COMMUNITIES TERMS AND CONDITIONS

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- 1.1 These Terms and Conditions govern the community platform known as Publinc Communities. It is every Member's responsibility to read and understand them.
- 1.2 The Terms and Conditions are effective as at the date specified above and may be amended by Redcape Hotel Group, from time to time. Any amendments to the Terms and Conditions will be available on the Publinc Communities website and take effect immediately at the time they appear online.
- 1.3 These Terms and Conditions apply to Members utilising Publinc Communities at Redcape Hotel Group Participating Venues located in New South Wales (NSW) and Queensland (QLD).

### 2 DEFINITIONS

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In these Terms and Conditions unless the context otherwise requires:

'Approved Local Community Organisation' means such organisations or entities as Redcape in its absolute discretion shall decide from time to time;

'Australian Consumer Law' has the meaning given in the Competition and Consumer Act 2010 (Cth);

'Benefits' means any discounts, bonuses, prize draws, or other arrangements offered or available to a Member as a result of Membership, including earning and redeeming Points;

'Cashless Gaming' in NSW means the cashless gaming facility which allows Gaming Machine players to transfer gaming credits onto or off their Membership Card at a Gaming Machine or to redeem their credits at a cashier or Cash Redemption Terminal (CRT);

'MyCash' in QLD means the cashless gaming facility which allows a member to transfer gaming credits between machines on a gaming floor. It also allows the opportunity to pre-commit and limit the amount of money or time such member desires to spend on gaming;

'Community Points' are such points awarded to members in Publinc Communities as Community Points pursuant to these terms and conditions.

'Gaming Machine' means a device regulated under the Gaming Machine Act 2001 (NSW) and Gaming Machines Act 1991 (QLD) and which is commonly known as a 'poker machine';

'Gaming Points' means Points earned via turnover on a Gaming Machine;

'Gift Card' means a gift card issued to a Member pursuant to these Terms and Conditions, which may be used for payment, towards the goods and services offered by a third party, up to the dollar value stored on the gift card;

'Member' means a person who is a member of Publinc Communities;

'Membership' means membership of Publinc Communities;

'Membership Card or Card' means the card issued by Redcape Hotel Group to Members in relation to their Membership;

'Publinc Communities' means the program in relation to venues operated by Redcape in accordance with these Terms and Conditions;

'Participating Venue' means a venue that is participating in Publinc Communities in the provision of the Benefits and/or Rewards in accordance with these Terms and Conditions and as listed on the Publinc Communities Website and where context permits, includes the operator of the venue. Such Participating Venues may change from time-to-time and without notice other than on the Website;

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

- a) Details in relation to a Member's patronage of or transactions or spending at a Participating Venue;
- b) Details in relation to Benefits, Points, Community Points or Rewards that a Member has accrued, stored or used; and
- c) A Member's personal details such as name, address, phone number, email address, date of birth and any other information provided by the Member in a Membership application form or otherwise;

'PIN' means the personal identification number which is issued to the Member by Redcape or nominated by the Member for verification purposes;

'Points' means the points awarded to Members in Publinc Communities pursuant to these Terms and Conditions;

'Promotional Offers' means the ad hoc or targeted offers to Members or groups of Members that may change from time to time;

'Redcape' means Redcape Hotel Group Pty Ltd ACN 139 067 244 and its executors, administrators, successors and permitted assigns;

'Redcape Staff Member' means an officer, manager, employee, agent or contractor of Redcape, its Related Bodies Corporate or any Participating Venue;

'Related Bodies Corporate' has the meaning given to it in the Corporations Act 2001 (Cth);

'Rewards' means items such as Points, Community Points, Venue Vouchers, Gift Cards, Third Party Offers, goods or services, discounts, complimentary offers, invites or promotional entries from time to time that are available to a member at Redcape's discretion;

'Tier' means the membership class or group that a Member belongs to;

'Terms and Conditions' means these terms and conditions, unless otherwise noted, as amended from time to time;

'Third Party Offer' means an offer made to a Member by a third party permitted by, but not related to, Redcape as an adjunct to Publinc Communities;

'Venue Voucher' means a voucher issued to a Member pursuant to these Terms and Conditions, which may be used for payment, towards food, beverages or Retail products offered by a Participating Venue, up to the dollar value shown on the voucher; and

'Website' means the website [www.publinc.com.au](http://www.publinc.com.au)

### 3 MEMBERSHIP

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- 3.1 Membership is only available to persons aged 18 years or over.
- 3.2 Unless authorised by Redcape, Redcape Staff Members are not permitted to become Members or continue Membership once they become Redcape Staff Members.
- 3.3 A person may apply to become a Member upon presenting proof of identification (acceptable to Redcape) and completing a Publinc Communities Membership application form via digital, app or paper means. By participating in the Publinc Communities program, using their membership card or digital version of the same, each Member acknowledges that they have read, understood, and agree to be bound by the Terms and Conditions.
- 3.4 A person's Membership becomes effective from the time their details have been entered into the database and a Membership Card has been issued and use constitutes acceptance of these Terms and Conditions.
- 3.5 Only one Membership per person is permitted and Membership is free.
- 3.6 Redcape may refuse any application for Membership or terminate any Membership, without notice or reason.
- 3.7 Redcape may exclude or suspend any person from participation in Publinc Communities.
- 3.8 The Member undertakes to notify Redcape, as soon as possible, through a Participating Venue, of any change of name, address or other identifying details and present appropriate identification as required to validate such change.
- 3.9 Members that are excluded or self-excluded or barred from any Participating Venue may have their Membership suspended or terminated.

### 4 CHANGES TO PUBLINC COMMUNITIES

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- 4.1 Redcape may make any changes (whether material or otherwise) to Publinc Communities from time to time and without prior notice to the Member the associated Points, Community Points, Benefits or Rewards.
- 4.2 It is every Member's responsibility to ensure that they keep themselves informed of any amended Terms and Conditions and associated Benefits or Rewards by accessing the Website.
- 4.3 Redcape may, at any time, without notice, cancel Publinc Communities in whole or in part or suspend it for any reason. Upon cancellation, any Benefits, Points, Community Points or Rewards which have not been redeemed will immediately and automatically be deemed surrendered by the Member and cancelled.
- 4.4 Benefits, Points, Community Points and Rewards may be earned on a varying basis and the member accepts that it is in Redcape's sole discretion as to the basis that Benefits, Points, Community Points and Rewards are earned and that not all members will necessarily receive Benefits, Points, Community Points or Rewards on an equal basis.
- 4.5 Redcape may adjust the Benefits, Points, Community Points and Rewards offered to different classes of membership at its sole discretion.
- 4.6 Redcape may adjust the value of Benefits, Points, Community Points and Rewards at its sole discretion.

## 5 MEMBERSHIP CARDS

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- 5.1 All Membership Cards remain the property of Redcape and must be returned to a Redcape Staff Member on request.
- 5.2 Membership Cards are not credit or charge cards and are not transferable.
- 5.3 All Membership Cards issued in NSW will be automatically enabled for Cashless Gaming in NSW.
- 5.4 It is the sole responsibility of the Member to protect their Membership Card and take precautions against loss or unauthorised use.
- 5.5 A Membership Card issued to a Member may only be used by that Member for the purpose of their Membership. Members cannot authorise others to use or claim prizes on their Membership Card or give their Card to another person or Member for any purpose whatsoever.
- 5.6 A Redcape Staff Member may require a person to produce proof of identification satisfactory and acceptable to that Redcape Staff Member for the purposes of verifying that a Card is being used by the relevant person to whom it was issued and such person must immediately comply with such request. If the request is not complied with, a Redcape Staff Member may confiscate or disable the Card.
- 5.7 It is the responsibility of the Member to notify Redcape of any change of address or if any Membership Card is lost, stolen or damaged and Redcape has no responsibility for replacing lost or stolen Membership Cards or rewards.
- 5.8 Members are issued their first Membership Card free of charge. Loss of a Card may result in a charge for a new Card to be printed. The Member is solely responsible to protect their Card.
- 5.9 Redcape is not responsible for any loss or damage incurred by Members, directly or indirectly, relating to their Membership Card.
- 5.10 Members who are excluded from the venue shall have their Membership suspended for the period of the exclusion or terminated (as the case may be) and any outstanding Benefits, Points, Community Points or Rewards may be cancelled.
- 5.11 Members who are self-excluded may have their Membership terminated and any outstanding Benefits, Points, Community Points or Rewards may be cancelled.
- 5.12 If signing up via the Publinc Communities Member App, a member will not be automatically provided a Publinc Communities membership card, unless providing proof of identification to a staff member.

## 6 BENEFITS, POINTS, COMMUNITY POINTS AND REWARDS

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- 6.1 A Member may only earn and take advantage of Benefits, Points, Community Points and Rewards as set out by and as varied and/or replaced from time to time by Redcape.
- 6.2 Benefits, Points, Community Points or Rewards cannot be transferred to another Member and can only be used or pledged by the Member who is the card holder.
- 6.3 A Member cannot acquire or redeem Benefits, Points, Community Points or Rewards on behalf of another Member.

- 6.4 A Member's Benefits, Points, Community Points or Rewards may not be combined with any other Member's.
- 6.5 Benefits, Points, Community Points and Rewards are offered subject to change and availability.
- 6.6 Redcape and its Related Bodies Corporate shall not be responsible for the unavailability or withdrawal of any Benefit, Point, Community Points or Reward.
- 6.7 Redcape may accept or reject any request to receive a Benefit, Point, Community Points or Reward or to pledge Community Points to an approved Local Community Organisation at its absolute discretion.
- 6.8 Redcape may limit the goods and services on which Benefits, Points, Community Points and Rewards may be earned and applied.
- 6.9 Redcape may place a cap on the Benefit, Point, Community Points or Reward earning capacity or pledging capacity of Community Points of an individual or group of Members.
- 6.10 Benefits, Points, Community Points and Rewards may be subject to terms and conditions in addition to these Terms and Conditions.
- 6.11 Benefits, Points, Community Points and Rewards cannot be used in conjunction with any other promotional offer or discount, unless otherwise specified in the terms and conditions of an offer or promotional event or otherwise approved at Redcape's discretion.
- 6.12 In order to earn Benefits, Points, Community Points or Rewards, it is the Member's responsibility to ensure that their Membership Card has been presented at the time of any transaction whereby Benefits, Points, Community Points or Rewards may be earned.
- 6.13 It is the Member's responsibility to check at the time of the transaction that Benefits, Points, Community Points or Rewards have been correctly allocated to their Membership Card and immediately notify a Participating Venue or a Redcape Staff Member of any discrepancies.
- 6.14 Redcape may adjust the value or quantity of a Member's Benefits, Points, Community Points or Rewards.
- 6.15 Benefits, Points, Community Points and Rewards will expire in June and December each year at a date determined by Redcape and Members wishing to redeem Rewards or pledge Community Points must do so before those dates, after which Redcape may adjust all balances back to a nil value, at its discretion.
- 6.16 Redcape may reverse or cancel any Benefits, Points, Community Points or Rewards credited to a Member incorrectly or not in accordance with the Terms and Conditions.
- 6.17 Redcape and its Related Bodies Corporate exclude and limit liability in relation to Benefits, Points, Community Points or Rewards pursuant to the terms of clause 14.
- 6.18 Benefits, Points, Community Points or Rewards earned on Gaming Machines such as Gaming Points cannot be redeemed for cash in NSW.
- 6.19 Points can be redeemed for cash in QLD.
- 6.20 Benefits, Points, Community Points or Rewards cannot be refunded, returned, or exchanged for cash or replaced if lost or stolen.
- 6.21 No change can be given on the unused portion of a Benefit, Point, Community Points or Reward.

- 6.22 In exchanging Benefits, Points, Community Points or Rewards or pledging Community Points, the Members must present their Membership Card to a Participating Venue and comply with any validation and identification tests required by Redcape Staff Members, including, without limitation, providing their name, address, date of birth and/or PIN.
- 6.23 Redcape may determine the number or type of Benefits, Points, Community Points or Rewards required to redeem another Benefit, Point or Reward and may change the number at any time without notice to the Member.
- 6.24 Benefits, Points, Community Points and Rewards may vary between Members at Redcape's discretion. Members are not automatically entitled to the same Benefits, Points, Community Points or Rewards as another Member regardless of their tier status being equal or otherwise.

## **7 COMMUNITY POINTS**

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- 7.1 A member may only be allocated Community Points as set out by and as varied and/or replaced from time to time by Redcape.
- 7.2 A member cannot redeem Community Points in any capacity for his or her personal benefit.
- 7.3 Community Points may only be pledged to an approved local community organisation as set out by these terms and conditions.
- 7.4 A member may nominate a local community organisation (the recipient) to be added to the Publinc Communities recipient list with the nominated representative at the Publinc Venue of their choice or online.
- 7.5 Recipients must meet the designated criteria to be considered as a recipient.
- 7.6 Redcape may accept or decline a request for a recipient to be added to the Publinc Communities recipient list at its absolute discretion.
- 7.7 Redcape may adjust the criteria for a recipient at its discretion.
- 7.8 Once a recipient has been approved by Redcape, it will be available in the Publinc Communities list of the nominated venue for funds to be Pledged by members.
- 7.9 Redcape will pay pledged funds quarterly on a date determined by Redcape to the recipient.
- 7.10 Redcape may reverse or cancel any pledged funds credited to a recipient incorrectly or not in accordance with the Terms and Conditions.
- 7.11 Redcape may review, renew, or cancel any approved recipient at its absolute discretion without prior notification or warning to members or the recipient.
- 7.12 Members may not change any approved recipient for the allocation of Community Points after these have been pledged unless approved at Redcape's discretion.

## **8 MEMBERSHIP TIERS**

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- 8.1 Redcape may vary the name or number or Tiers at any time at its sole discretion. There are currently three Tiers of membership; Change Starter, Change Maker and Game Changer.

- 8.2 Members will be granted Change Starter membership when they join Publinc Communities and may access the subsequent tiers as they accumulate Community Points sufficient to qualify for each Tier, or as Redcape determines to offer an alternative Tier status at its sole discretion.
- 8.3 For the avoidance of doubt, Redcape may invite any Member into any Tier at its sole discretion.
- 8.4 Community points balances can be accessed by Members via the app. Redcape may amend the necessary Community Points to qualify for each Tier at any time its sole discretion.
- 8.5 Members may be relegated down Tiers at any time as determined by Redcape.
- 8.6 Redcape will conduct yearly Tier reviews where Members will retain their Tier status except where they have not averaged the necessary number of Community Points rates per month to qualify for the Tier that they held prior to the review period for the number of months in the review period in which they were in that Tier.

## **9 PROMOTIONAL OFFERS**

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- 9.1 Redcape may make Promotional Offers to individual Members or groups of Members and to the exclusion of other Members. Promotional Offers may include Benefits, Points, Community Points and Rewards subject to terms and conditions of the Promotional Offers.
- 9.2 Redcape and its Related Bodies Corporate exclude and limit liability in relation to Promotional Offers pursuant to the terms of clause 14.

## **10 THIRD PARTY OFFERS**

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- 10.1 Redcape may notify Members of Third Party Offers from time to time. Members acknowledge and agree that the Third-Party Offers are not provided by Redcape or a Participating Venue, but by the third parties.
- 10.2 Third Party Offers may be subject to terms and conditions of the third-party supplier and may be withdrawn at any time without notice or giving reasons.
- 10.3 Redcape and its Related Bodies Corporate exclude and limit liability in relation to Third Party Offers pursuant to the terms of clause 14.

## **11 PERSONAL IDENTIFICATION NUMBER (PIN)**

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- 11.1 Redcape may request a Member to select a PIN in a format required by Redcape.
- 11.2 Members must not disclose their PIN to another person or Member, and it is the Member's responsibility to maintain the security of the Membership Card and PIN.
- 11.3 A PIN may only be selected or reset by a Member upon presentation of appropriate proof of identification acceptable to Redcape.
- 11.4 Redcape or its Related Bodies Corporate will not be liable for any unauthorised use of a Member's Membership Card because of that Card being lost or stolen or if a PIN has become known to another person.

## **12 SURRENDER/SUSPENSION/TERMINATION OF MEMBERSHIP**

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- 12.1 If a Member wishes to surrender their Membership, they may do so in writing addressed to Redcape by including their name, date of birth and membership number (located on the back of their Card) together with a clear notice of their intent to surrender their Membership and deliver same together with their Membership Card to a Redcape Staff Member at a Participating Venue.
- 12.2 Redcape may suspend or terminate a Member's Membership at Redcape's discretion.
- 12.3 Membership will immediately and automatically terminate upon the death or bankruptcy of a Member.
- 12.4 Unless Redcape determines otherwise, if a Member's Membership has been suspended, that Member will not be entitled to participate in Publinc Communities, earn, claim, or take advantage of any Benefits, Points, Community Points or Rewards pending further notice from Redcape.
- 12.5 Unless Redcape determines otherwise, upon termination of a Member's Membership, any Points or Community Points that have been accumulated, and any Rewards or Benefits earned but unclaimed, by the Member will immediately and automatically be deemed surrendered by the Member and cancelled.

### 13 PRIVACY

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- 13.1 By becoming a Member, a Member agrees that Redcape may collect, use and disclose that Member's Personal Information in accordance with these Terms and Conditions and with Redcape's privacy policy, a copy of which can be found on the Website at [www.publinc.com.au](http://www.publinc.com.au) or at Redcape's website [www.redcape.com.au](http://www.redcape.com.au). It is each Member's responsibility to read the privacy policy.
- 13.2 To contact Redcape in relation to privacy issues please contact Redcape's Privacy Officer at [privacy@redcape.com.au](mailto:privacy@redcape.com.au) or by writing to the Privacy Officer, PO Box 156 Cremorne Junction, NSW, 2090.
- 13.3 Redcape may use Personal Information collected about each Member for the purposes set out in the privacy policy, including:
  - 13.3.1 meeting any of its commitments to a Member;
  - 13.3.2 disclosing that information to any third-party service provider who it engages to assist in meeting its commitments to Members;
  - 13.3.3 marketing products or services to Members;
  - 13.3.4 analysis and helping us to improve our operations, systems and training;
  - 13.3.5 disclosing that information to a third-party service provider who it engages to assist Redcape in marketing products or services to Members;
  - 13.3.6 improving customer service (including analysis of a Member's acquisition of goods and services or their transaction history at Participating Venues);
  - 13.3.7 complying with any law or administrative requirement of any government, regulatory or judicial agency or stock exchange; and
  - 13.3.8 allowing any Related Bodies Corporate of Redcape or a Participating Venue to direct market their products or services to Members.



- 13.4 If a person does not provide all or some of the Personal Information that is requested at the time the person applies for Membership, Redcape may refuse Membership.
- 13.5 Members are responsible for ensuring that Personal Information held is correct and complete. Redcape's privacy policy contains information about how Members can access Personal Information held by Redcape and seek correction of such Personal Information.
- 13.6 Members expressly consent to receiving direct marketing and promotional material from Redcape, its Related Bodies Corporate or any existing or prospective Participating Venue in relation to Publinc Communities. Members may opt-out of receiving such material by following the process advised to them in that material. Members may also opt out by sending a written request to the Privacy Officer.
- 13.7 Redcape's privacy policy contains information about how Members can complain about a breach of the Australian Privacy Principles and how Redcape deals with such complaints.

#### **14 LIMITATION OF LIABILITY**

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- 14.1 To the extent that Publinc Communities and/or anything received by a Member pursuant to these Terms and Conditions constitutes a supply of goods or services to a consumer within the meaning of the Australian Consumer Law, Redcape and its Related Bodies Corporate do not exclude, restrict or modify any non-excludable obligations, terms, conditions, guarantees or warranties. In all other respects and to the extent permitted by law:
- 14.1.1 Redcape and its Related Bodies Corporate exclude all liability whether arising in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss or damage (including, without limitation, loss of opportunity, loss of profits or any other monetary loss or damage) whether direct, indirect, special or consequential, arising in any way, whether directly or indirectly, out of Publinc Communities;
- 14.1.2 Redcape and its Related Bodies Corporate exclude all express and implied warranties relating in any way, whether directly or indirectly, to Publinc Communities; and
- 14.1.3 Redcape and its Related Bodies Corporate limit liability to allocating to the relevant Member's Membership Card the number of Points, Community Points and/or Benefits which Redcape considers appropriate in connection with the circumstances in which the relevant claim arose.

#### **15 CASHLESS GAMING TERMS AND CONDITIONS (NSW ONLY)**

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- 15.1 Information for NSW Player Account Cards
- 15.1.1 All persons who play Gaming Machines in a NSW Participating Venue, agree that they do so subject to conditions of the Card Based Cashless Gaming System and the following rules, which shall be the terms and conditions for use of the Card Based Cashless Gaming System and as may be varied by Redcape. If you do not agree to these terms and conditions, you must not play the gaming machines or use the Card Based Cashless Gaming System function. The decision of Redcape as expressed by its officers and/or employees as to the interpretation of these rules shall be final.

- 15.1.2 Redcape, by law, can only issue one player card per person. That person must be over the age of 18. If your card is lost or stolen you must immediately report this to Redcape. A replacement card will be issued upon your request once you have completed the necessary declaration required by Redcape.
  - 15.1.3 The security of money in player accounts is the responsibility of both Redcape and the account holder. The government and its agencies take no responsibility for any losses that might occur from the account.
  - 15.1.4 Inactive accounts will expire after one (1) year of inactivity. Redcape will attempt to contact the account holder to refund any outstanding balance. Where contact cannot be made Redcape will donate any funds to a Publinc Community approved recipient nominated by Redcape.
  - 15.1.5 Redcape takes no responsibility for any losses the player incurs because of playing gaming machines at Redcape whether by coin, cash or player card.
  - 15.1.6 The player acknowledges that certain linked jackpots may be electronically transferred to a winning machine's credit meter.
- 15.2 Player's Responsibilities
- 15.2.1 The account holder is solely responsible for ensuring that the account holder's PIN is kept confidential and that no other person has access to the account holder's player card.
  - 15.2.2 The account holder is liable for any losses that may arise from, or in connection with, the account holder's failure to comply with such responsibilities.
- 15.3 Account Limits
- 15.3.1 The account holder may at his/her discretion set a weekly account limit by written request to Redcape in NSW participating venues only. The request should state the amount that the player wishes to be restricted to each week. If a weekly account limit is set, the player may alter the limit by written request to Redcape. If the player wishes to decrease the weekly limit, it will take effect within 24 hours after the request is received. If the notice is to increase the weekly account limit, the increase will not take effect until 48 hours after the notice is given to Redcape.
  - 15.3.2 The maximum balance of the account in NSW is \$5,000. When the balance exceeds \$5,000 and the player wishes to use their card on another machine, the player must withdraw the entire amount. Under no circumstances will a cash advance or form of credit be extended to the players, the player's card, or account.
  - 15.3.3 Interest is not payable on the funds maintained in the account. Any interest, which may accrue, is donated to a recipient nominated by Redcape.
  - 15.3.4 Withdrawals of amounts over \$5,000 will be paid by means of a crossed cheque or if requested by means of electronic funds transfer.
- 15.4 Protection of Card Balances
- 15.4.1 The account holders' money is kept in a separate account. Redcape is precluded by law from using those funds for any other purpose. Where the balance exceeds \$8,000 Redcape is required to ensure that at the end of each Business Day the balance held in the account is 20% greater than the unexpired card balances at that time.

15.4.2 Player information will not be released to any third party except where required by law or with your consent.

#### 15.5 Activity Statements

15.5.1 A monthly player activity statement will be provided on request to the account holder, if the account has been active, free of charge. If a player requests an additional copy of that month's activity a charge may be incurred.

#### 15.6 Reward Schemes

15.6.1 Under Regulation 97 of the Gaming Machines Regulation, 2010, players issued with a player card have the option of whether or not they wish to participate in the rewards scheme (Publinc Communities) operated by Redcape. If you do not wish to participate in the player reward scheme at any time, please notify Redcape immediately.

### 16 MYCASH TERMS AND CONDITIONS (QLD ONLY)

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#### 16.1 Information about the MyCash System

16.1.1 A member interacts with a Gaming Machine using an Account card which is linked to a secure Account that has funds attached to it.

16.1.2 A member moves around a gaming floor inserting their Account card into a Gaming Machine which then transfers credits on the machine.

16.1.3 These credits are then played, at the end of the play session any residual credits on the machine will be transferred back to the member's Account. If at any time during these gaming sessions the patron exceeds either their spend or time 'limits' the card will be de-activated and can no longer be used during that gaming day.

16.1.4 The flexibility of the system allows for machines to operate in cashless or cash mode within a Redcape venue allowing for a soft launch while the facility gains patron acceptance.

16.1.5 There are two types of player Account - Standard and Visitor, which allows for patron to retain anonymity while still allowing them access to player protection facilities such as self-imposed spend limits and session reminders.

#### 16.2 Information for QLD MyCash Accounts

16.2.1 Redcape is responsible for any loyalty points associated with a member's card and which goods and services can be purchased with a card.

16.2.2 Maxgaming Qld Pty Ltd (MAX) is the system provider and responsible for the maintenance of all Accounts.

16.2.3 Members agree to these Terms and Conditions when establishing an Account.

16.2.4 Members must be 18 years of age or over to establish an Account.

16.2.5 These terms and conditions may be varied by Redcape at any time without notice to a member.

#### 16.3 Account Usage

- 16.3.1 Any account may be used to purchase goods and services which a Redcape venue is permitted to supply an Account holder including the playing of Gaming Machines.
  - 16.3.2 A member must present their Account card and provide a valid PIN or other verification information to withdraw funds from their Account at a Redcape Venue.
  - 16.3.3 A member's Account may only be used at a participating Redcape Venue which has agreed to accept an Account card.
  - 16.3.4 The identity of venues which have agreed to accept an Account card may change from time to time.
  - 16.3.5 Charges incurred by Redcape arising from dishonoured deposits or from the transfer of funds to a member's Account will be charged to their Account.
- 16.4 MyCash Security
- 16.4.1 It is a member's responsibility to keep their Account PIN and other verification information secure.
  - 16.4.2 A member should not record this information on their Account card nor keep it with their Account card.
  - 16.4.3 Redcape accepts no responsibility for loss suffered because of a member's failure to keep such information secure.
  - 16.4.4 If a member's Account card or Account PIN or other verification information is stolen or lost, a member should report it to a participating Redcape venue immediately by notifying a staff member.
  - 16.4.5 Any loss suffered from the misuse of a member's Account prior to such notification is their liability.
  - 16.4.6 All references to currency in these terms and conditions and in your Account are references to Australian dollars.
  - 16.4.7 MAX's Privacy Policy may be accessed online at [tattsgroup.com/privacy-policy](http://tattsgroup.com/privacy-policy)
- 16.5 Closure of Accounts
- 16.5.1 Redcape or MAX may close a member's Account at any time.
  - 16.5.2 MAX may, at their absolute discretion, charge an account closing fee on any inactive account which is closed.
  - 16.5.3 An inactive account is an Account that has no activity (game play, deposits, or withdrawals) for a period of 12 months or longer.
  - 16.5.4 This account closing fee is non-refundable and is \$15 as from 1 April 2017 or the full credit left on an account if it is less than \$15.
  - 16.5.5 If any registered account where a member has provided their personal details becomes inactive with a balance of \$15 or more, the balance of the account less the account closing fee if it is charged by MAX, will be paid by cheque or Electronic Funds Transfer to the address or account details provided by the member.

- 16.5.6 If any visitor account, where they have provided no personal details, becomes inactive the entire balance, less any account closing fee if it is charged by MAX, will be forwarded to the Queensland Office of Liquor and Gaming Regulation.

## 17 GENERAL

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- 17.1 Unless otherwise specified where Redcape or a Redcape Staff Member exercises a right or discretion under these Terms and Conditions, it does so in its absolute discretion and without the need to give prior notice or reason.
- 17.2 If any provision of these Terms and Conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these Terms and Conditions and rendered ineffective as far as possible without modifying the remaining provisions of these Terms and Conditions, and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms and Conditions.
- 17.3 Redcape's decisions in respect of Publinc Communities, its operation or any dispute arising out of or in Connection with it are final and binding.
- 17.4 These Terms and Conditions are governed by and will be construed in accordance with the law in force in the State of New South Wales and Queensland, Australia and each Member agrees to submit to the non-exclusive jurisdiction of courts of that State.
- 17.5 Any tax liabilities or other duties arising from a Members participation in Publinc Communities or the accumulation and redemption of Points, Community Points, and the receipt of any Benefits and/or Rewards are and remain the sole responsibility of the Member.
- 17.6 Redcape has no responsibility for loss or incorrect awarding of Benefits, Points, Community Points or Rewards due to technical failure, error, or malfunction of any of the systems, technologies or peripheral equipment which is used in the facilitation of the Publinc Communities program. Should this occur, Benefits, Points, Community Points or Rewards will not be available for accrual or redemption and will not be credited at a future time, unless Redcape elects to do so at its sole discretion.
- 17.7 Redcape reserves the right to adjust all Benefits, Points, Community Points or Rewards of any Member resulting from malfunction, error, or any kind of misrepresentation.
- 17.8 It is the Member's responsibility to ensure their Membership Card is properly inserted into the card reader whilst playing any Gaming Machine. Any play of Gaming Machines without a Member's Card properly inserted will not generate Benefits, Points, Community Points or Rewards, and Points, Community Points, Benefits or Rewards will not be awarded at a later time.
- 17.9 Redcape may at any time require a Member to produce proof of their identification acceptable to Redcape, including when a Member wishes to claim Benefits, Points, Community Points or Rewards. Failure to comply will permit Redcape to immediately suspend or terminate the Member's Membership in accordance with these Terms and Conditions.
- 17.10 Membership does not provide any rights to ownership or voting authority.