

- 9.3 The Member acknowledges and agrees that Crown and its authorised representatives, Related Entities and Related Bodies Corporate may use information acquired by any of them about the Member or otherwise lawfully obtained by them or their authorised representatives:
- for marketing, planning, product development and other commercial purposes;
  - to comply with a lawful request including a request contemplated by clause 9.6 of these Rules;
  - as permitted or required by any other law including any applicable privacy legislation in force and as amended from time to time; and
  - for any activities related to or consequent upon the above;
- and for the purposes of the above may disclose all such information to other parties who are acting on behalf of or in conjunction with Crown or its Related Entities or Related Bodies Corporate, provided always that such information is only used in a manner contemplated by these Rules.
- 9.4 Without limiting the generality of clause 9.3, the Member acknowledges and agrees that Crown may contract for any third party (including a Related Entity or Related Body Corporate) to carry out any of the functions which Crown is authorised to carry out under these Rules and may disclose information to such entities or other casino operators for any secondary purpose contemplated by these Rules.
- 9.5 All information obtained by Crown including information about membership, Crown Club Points and credits and the use of the Crown Club Card shall become and remain the property of Crown. Subject to Rules 9.3, 9.6 and 9.7 Crown is under no obligation to disclose such information to any person.
- 9.6 On the lawful request of the Victorian Casino and Gaming Authority and/or a law enforcement agency or any other competent body or authority as provided pursuant to section 166 of the Casino Control Act 1991, as amended from time to time or any other applicable law, Crown may divulge any information maintained by the Crown Club with respect to the gaming activities of Members.
- 9.7 Upon reasonable request and except where provided by law, Crown will disclose to the Member information about the Member collected by Crown from the Member upon such reasonable terms as stipulated by Crown from time to time.
- 9.8 For the avoidance of doubt, if a Member, on his or her Crown Club application form, has indicated that he or she consents to Crown providing that Member with material (including, for example and without limitation, "mail", "regular communications", "great offers", "promotional material" and "offers in connection with gaming and related activities") ("Promotional Material"), that Member authorises and consents to Crown providing that Member with Promotional Material (including offers) in connection with all products and services offered by or on behalf of Crown including gaming
- The Member may, at any time, elect to opt-out of receiving any further direct marketing communications by writing to Crown at the address provided on the back cover of these rules.
- 9.9 This clause 9 survives termination of the Crown Club Card or membership.

#### 10. TERMINATION OF OPERATION OF CROWN CLUB

- 10.1 Crown may suspend the operation of the Crown Club or cease to operate the Crown Club at any time without notice.
- 10.2 In the event that the Crown Club ceases to operate, all Crown Club Points which have not been exchanged for currently available rewards within 14 days of Crown issuing a notice to Members that the Crown Club has ceased to operate will be cancelled. In addition, all other benefits which have been accumulated in connection with the Crown Club will be deemed to be cancelled if they have not been used by such date.

#### II. GENERAL

- 11.1 Crown reserves the right to amend or materially alter the Rules at any time without notice.
- 11.2 The Member agrees to be bound by any amendment from the date Crown specifies that the amendment comes into force. An up-to-date copy of the Rules is available for inspection at any Crown Club booth.
- 11.3 In the event of any inconsistency between any other document brought into existence for the purposes of the Crown Club, and these Rules, these Rules shall prevail.
- 11.4 Whilst all reasonable care is taken to ensure that information, publications and advertisements supplied or provided in connection with the Crown Club is accurate, Crown does not accept liability for any errors or omissions (including negligence) in such information, publications and advertisements, whether written or oral.
- 11.5 All disputes and subsequent decisions by Crown are final and binding.
- 11.6 Crown accepts no responsibility for any injury, death, damage or any other loss whatsoever incurred by the Member, either directly or indirectly and as a result of any act or omission (including negligence) of Crown relating to or arising out of Crown Club membership, and the Member releases and discharges Crown including its employees, agents and contractors from any such liability, damage or loss.
- 11.7 Any tax liabilities and other duties arising from the accumulation of Crown Club Points, and the receipt and use of benefits or rewards are and remain the sole responsibility of the Member.
- 11.8 Any alteration made to Associated Documentation by any person other than Crown will have the effect of automatically invalidating that Associated Documentation. Associated Documentation cannot be replaced or points re-credited if such Associated Documentation is lost, stolen, damaged or destroyed, and should be kept in a safe place by the Member.
- 11.9 In consideration of Crown admitting the Member to membership of the Crown Club, the Member agrees to be bound by these Rules and acknowledges the right of Crown to rely upon them as an indication of the Member's consent to any acts authorised or contemplated by these Rules.
- 11.10 For the avoidance of doubt, Crown reserves its right to waive in respect of any Member or Members (at Crown's absolute discretion) any right or requirement of these Rules and/or the application of, or compliance with, any of these Rules. Any such waiver does not operate as a waiver of such right, requirement, application or compliance if it arises again.

#### 12. DEFINITIONS

In these Rules unless the context otherwise requires:

"Appropriate Identification" means such current and valid forms of identification from the Member as Crown requires in its sole and absolute discretion from time to time in connection with the operation of the Crown Club. Currently these forms of identification are as follows;

##### Category A:

- Australian Drivers Licence,
- Australian Learner's Permit,
- Passport,
- Australian Proof of Age Card,
- Australian Key Pass Card issued after November 1997,
- Australian Birth Certificate,
- Australian Citizenship Certificate,
- Australian Change of Name Certificate,
- Victorian Government Seniors Card

"Associated Documentation" means any document arising from the operation of the Crown Club including but not limited to vouchers, complimentary slips, and similar documents;



## CROWN CLUB RULES

"Card Play" means the machine credit transfer function referred to in Rule 7 which allows for the transfer of gaming machine credits from a valid gaming machine to a Crown Club Card (and vice-versa);

"Card Play Extra" means the deposit and withdrawal functionality referred to in Rule 7;

"Crown" means Crown Limited ABN 46 006 973 262;

"Crown Club" means the activity conducted by Crown pursuant to these Rules;

"Crown Club Card" means a card issued to a Member by Crown pursuant to the Rules which continues to be valid and has not been cancelled by Crown including the Crown Club Card, Crown Club Seniors Card, VIP Slots Card, VIP Tables Card, VIP Tables Diamond Card, Riverside Card.

"Crown Club Points" means any points (and includes any substitute as determined from time to time by Crown in its sole and absolute discretion) which the Member may have accumulated as a Crown Club Member;

"Employee" means full time, part time or casual employees of Crown and includes contractors to Crown holding a Special Employees Licence pursuant to the Casino Control Act 1991; as amended from time to time;

"Member" is a person who is granted membership pursuant to Rule 1.1;

"PIN" means Personal Identification Number/Word;

"Related Entity" and "Related Body Corporate" have the same meanings as those in the Corporations Law;

"Rules" means these Rules as amended from time to time and any policies or guidelines adopted by Crown from time to time in its discretion in relation to the conduct of the Crown Club;

"100 Point Check" refers to the prescribed verification procedure detailed in the Financial Transaction Reports Act 1988 (Cth) (as amended from time to time) in conjunction with AUSTRAC Guidelines.



A WORLD OF ENTERTAINMENT™

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## CROWN CLUB RULES

### I. MEMBERSHIP

- 1.1 An applicant can become a Member provided they have presented an original copy of at least one item of Appropriate Identification from Category A and have completed a Crown Club application form that has been accepted by Crown. Membership becomes effective from the time the details on that application form and item of Appropriate Identification have been registered into the Crown Club database.
- 1.2 A Crown Club Card displaying the applicant's name and membership number will be issued to the applicant upon registration of the applicant's details into the Crown Club database.
- 1.3 Membership of the Crown Club is only available to individuals aged 18 years or over. Crown reserves the right to require proof of age of the applicant prior to the applicant being considered for membership.
- 1.4 Membership is granted and maintained at the sole and absolute discretion of Crown.
- 1.5 An applicant who is currently employed by or contracted by Crown is not permitted to join the Crown Club or participate in any promotions in accordance with the requirements of the Casino Control Act 1991 as amended from time to time.
- 1.6 Crown Club may from time to time require the Member to produce a specified item or items of Appropriate Identification.
- 1.7 The Member undertakes to notify Crown of any change of name as soon as possible after the change of name, by identifying themselves in person at a Crown Club booth and presenting at least one item of Appropriate Identification.
- 1.8 The Member undertakes to notify Crown Club of their change of address as soon as possible after the change of address.
- 1.9 Crown in its sole and absolute discretion reserves the right to limit the Member's participation in any rewards, benefits and/or promotions at the time of joining or at any subsequent time, depending on the item or items of Appropriate Identification presented by the Member.

### 2. MEMBERSHIP CARDS

- 2.1 A person is only entitled to one membership number, and is permitted only one valid card displaying that number.
- 2.2 It is the sole responsibility of the Member to safeguard their Crown Club Card and take precautions against the loss, or any unauthorised use, of their card. The Member must sign their Crown Club Card upon issuance and regularly check that it is in their possession.
- 2.3 A Crown Club Card issued to the Member may only be used by that Member. The Member must not give their Crown Club Card to another person or Member for any purpose whatsoever.

### 3. CROWN CLUB POINTS

- 3.1 Crown Club Points are awarded to Members for gaming in the casino and for other activities as Crown may from time to time determine.
- 3.2 The Member is not permitted to accrue Crown Club Points or other benefits or rewards as a result of play by a person other than the Member named on the face of the Crown Club Card.
- 3.3 The basis, if any, upon which Members may be permitted to accumulate Crown Club Points (including any formulae for accruing points) shall be determined by Crown in its sole and absolute discretion and may change from time to time.
- 3.4 Crown Club Points are not transferable and cannot be used by any person other than the Member who accumulated those points.
- 3.5 It is the Member's responsibility to ensure that their Crown Club Card has been:
  - (a) properly inserted into and accepted by the card reader on a gaming machine or table game and that Crown Club Points are being accrued while playing; or
  - (b) handed to a dealer prior to commencing any play at a gaming table.

- 3.6 A Crown Club Card that has been left unattended by the Member in a gaming machine or at a gaming table may forfeit all Crown Club Points earned in that time.
- 3.7 Crown shall not be liable in any way in relation to the unavailability of Crown Club Points which fail to accumulate as a result of a technical malfunction, or by reason of operator fault, misrepresentation or any other reason including any act or omission by Crown.
- 3.8 Crown reserves the right to adjust the Member's Crown Club Points balance or alter any benefits or rewards where such Crown Club Points, benefits or rewards have accumulated as the result of a technical malfunction, operator fault, misrepresentation or any other reason including any act or omission by Crown.
- 3.9 Any notice issued by Crown to the Member specifying the number of Crown Club Points which have been deemed to accumulate by the Member shall be final and conclusive.

### 4. BENEFITS & REWARDS

- 4.1 Crown may allow Members to redeem their Crown Club Points for benefits and rewards which Crown, in its sole and absolute discretion, chooses to make available.
- 4.2 The terms and conditions upon which Crown Club Points may be redeemed for benefits or rewards, including the number of Crown Club Points (if any) required to be redeemed for any particular benefit or reward, shall be determined by Crown in its sole and absolute discretion, and may be amended or changed by Crown without notice.
- 4.3 In order to exchange Crown Club Points for any benefit or reward which Crown has made available and for which the Member has accumulated the required Crown Club Points and met all applicable terms and conditions, the Member must present to Crown the Member's current valid Crown Club Card and do such other things as required by Crown including, but not limited to, signature and date of birth verification checks, PIN entry and/or the presentation of at least one item of Appropriate Identification from Category A.
- 4.4 A Member's Crown Club Points may not be combined with another Member's Crown Club Points to redeem benefits or rewards.
- 4.5 Benefits and rewards which Crown has made available to a Member are not transferable and cannot be used by any person other than the Member who has accumulated those benefits and rewards (except where approved by Crown in its sole discretion).
- 4.6 Crown may at any time and without prior notice change the benefits and rewards which may be made available to Crown Club Members. Crown shall have no obligation to provide any particular reward or benefit.
- 4.7 Crown shall not be liable in any way to the Member in relation to the availability or withdrawal of a particular benefit or reward which may have been previously displayed or promoted as being available for the exchange of Crown Club Points.
- 4.8 Crown shall not be liable in any way for benefits and rewards which are unavailable as a result of a technical malfunction, or by reason of operator fault, misrepresentation or any other reason including any act or omission of Crown.
- 4.9 Crown reserves the right to restrict the quantity of a particular benefit or reward that a Member may exchange for Crown Club Points.
- 4.10 Crown Club benefits and rewards cannot be used in conjunction with other discount programs, offers or special events at Crown, unless otherwise specified in the terms and conditions of a particular discount program, offer or special event.
- 4.11 Failure by the Member to claim rewards awaiting collection after a 60 day period will result in the cancellation of the transaction and reinstatement of Crown Club Points.

### 5. LOST OR STOLEN CARDS

- 5.1 In the event that the Member's Crown Club Card is lost or stolen the Member must immediately report the loss or theft to Crown.

- 5.2 Crown may replace a card at its discretion. Crown reserves the right to charge a fee for replacement Crown Club Cards or to cancel a membership if a Member, in Crown's sole opinion, has claimed an excessive number of lost, damaged and/or stolen cards.
- 5.3 At least one item of Appropriate Identification from Category A must be presented by the Member in order to obtain a replacement card.

### 6. PERSONAL IDENTIFICATION NUMBER/WORD (PIN)

- 6.1 Crown may request a Member to select a PIN in a format specified by Crown and then issue that PIN to the Member.
- 6.2 Crown reserves the right to restrict a Member's ability to accrue Crown Club Points and/or to participate in any reward, benefit or promotion by limiting eligibility to those Members issued with PINs.
- 6.3 A PIN selected by a Member may only be used by that Member. The Member must not disclose their PIN to another person or Member for any purpose whatsoever.
- 6.4 A PIN may only be selected or reset by a Member upon presentation of at least one item of Appropriate Identification from Category A.
- 6.5 Crown reserves the right to ask the Member to reselect an alternative PIN.
- 6.6 In each case where a PIN has been:
  - (a) forgotten;
  - (b) abandoned;
  - (c) locked in those circumstances referred to in Rule 6.8 below; or
  - (d) the Member requests to re-set their PIN,
 at least one item of Appropriate Identification from Category A must be presented by the Member before Crown will reset or issue a new PIN to that Member.
- 6.7 Crown shall not be liable for any unauthorised exchange of Crown Club Points, player ratings or other benefits and rewards if a Crown Club Card is lost or stolen, or if a PIN has become known to another person where the Member has contributed to such losses by reason of including but not limited to:
  - (a) indicating their PIN on their Crown Club Card;
  - (b) voluntarily disclosing their PIN to another person;
  - (c) keeping a record of their PIN (without making any reasonable attempt to disguise it) with any article carried with their Crown Club Card or which is likely to be lost or stolen simultaneously with their Crown Club Card.
- 6.8 If a PIN is incorrectly entered on more than two attempts, Crown reserves the right to prevent further access through that Crown Club Card to Crown Club Points or any benefit or reward, until the PIN is re-set at a Crown Club booth, in accordance with Rule 6.6 above.

### 7. CARD PLAY AND CARD PLAY EXTRA

- 7.1 Crown may make Card Play and Card Play Extra available to a Member through the use of a PIN selected by the Member in accordance with Rule 6 of the Rules. Card Play Extra is only available to a Member who presents valid identification and documentation which complies with the 100 Point Check.
- 7.2 Crown will not be responsible or liable for:
  - (a) incomplete or erroneous machine credit transfers as instigated by the Member;
  - (b) any credits left or abandoned on a gaming machine as a result of an incomplete or erroneous machine credit transfer instigated by a Member or as a result of a Member failing to instigate a machine credit transfer; or
  - (c) the unauthorised removal of credits from a Member's Crown Club Card by a person or persons other than that Member.
- 7.3 Crown may in its discretion adjust a Member's Crown Club Card credit balance if such credits are, in Crown's opinion, obtained in error or by fraudulent means, or if such credits are removed and/or credited by Crown as a result of a technical malfunction or by reason of operator fault, misrepresentation or any other reason including any act or omission by Crown.

- 7.4 Crown in its discretion may at any time cease Card Play and/or Card Play Extra functionality on any gaming machine or any Member's Crown Club Card. In this event, any remaining Card Play credits and/or Card Play Extra credits remaining on a Member's Crown Club Card will be paid directly to that Member.
- 7.5 In the event of the death or total incapacity of a Member, any remaining Card Play credits and/or Card Play Extra credits remaining on that Member's Crown Club Card will be paid to that Member's estate, upon presentation of evidence satisfactory to Crown of the estate's entitlement and compliance with any other requirement of law.

### 8. SUSPENSION/TERMINATION OF MEMBERSHIP

- 8.1 If any of the following occur:
  - (a) failure by a Member to strictly comply with the Rules whether intentional or otherwise; or
  - (b) failure by the Member to comply with the terms and conditions associated with any promotional activity related to Crown Club; or
  - (c) conduct by any Member which Crown in its sole and absolute discretion considers to be dishonest, offensive, disruptive and/or intimidating to patrons or staff; or
  - (d) conduct by any Member which Crown in its sole and absolute discretion considers as interfering with or misusing equipment or property; or
  - (e) the death or bankruptcy of the Member; or
  - (f) at any time the Member has been asked to leave, has had their Licence to enter or remain in the casino withdrawn or been excluded from the casino by Crown; or
  - (g) the Member has had a cheque payable to Crown returned by their financial institution; or
  - (h) the Member becomes an Employee; or
  - (i) the Member breaches the rules of any game played in the casino,
 Crown in its sole and absolute discretion may immediately terminate and/or suspend (at Crown's option) the relevant Member's membership of the Crown Club and/or cancel any or all Crown Club Points which that Member has accrued.
- 8.2 In the event that a membership is revoked, the Member must immediately return the Crown Club Card to Crown Club.
- 8.3 In the event that the Member:
  - (a) does not wish to be bound by the Rules or any amendment to the Rules; or
  - (b) becomes an Employee; or
  - (c) in any other event wishes to terminate his or her membership of the Crown Club,
 the Member must return the Crown Club Card to Crown Club and sign a termination advice form upon which membership of the Crown Club and all of the Member's Crown Club Points will be cancelled.
- 8.4 In the event that a Crown Club Card does not register play at Crown for any continuous period of six months, any Crown Club Points which have been accumulated in respect of that Crown Club Card may be cancelled and Crown reserves the right to cancel the relevant Member's membership.

### 9. PRIVACY

- 9.1 The Member authorises Crown to collect, hold, use, disclose and transfer information concerning the Member. The database of such information will include the Member's name, address, date of birth, telephone number(s), identification details, and any other information relating to the Member which has been collected by Crown by lawful or authorised means including information collected in connection with the Crown Club.
- 9.2 Crown may be required to collect personal information concerning the Member under legislation dealing with, for example, casino control, financial transaction reports, taxation and occupational health and safety.