



CROWN  
*Signature*  
CLUB RULES

TO A WORLD OF PRIVILEGE



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Effective from 7 March 2011

# CROWN Signature CLUB RULES

A WORLD OF PRIVILEGE



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Effective from 7 March 2011 ("Effective Date")

## 1. INTRODUCTION

- 1.1 The Crown Signature Club Rules (described as the "Rules") contain the terms and conditions by which the Crown Signature Club loyalty program ("Program") operates. These Rules are effective from the Effective Date and apply to the operation of the Crown Signature Club.
- 1.2 Members are deemed to accept these Rules in accordance with Rule 2.1.
- 1.3 Crown may amend the Rules from time to time. Members can access the current Rules from time to time at the Crown Signature Club desks and on the web site [www.crownmelbourne.com.au](http://www.crownmelbourne.com.au).

## 2. MEMBERSHIP

- 2.1 Participation in the Program by a Member using their Card or redeeming Privileges after the Effective Date constitutes an acceptance of these Rules and an agreement to comply with them.
- 2.2 A person can apply to become a Member upon presenting an original copy of Appropriate Identification from the Primary Identification list (or as otherwise advised by Crown) and completing a Crown Signature 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 Signature Club database. Membership is only open to individuals and is not open to corporate entities or any other entities.
- 2.3 For Members applying for membership after the Effective Date ("new Member"), a Card displaying the applicant's name and membership number and expiry date for all Tiers (excluding Bronze) will be issued to the applicant upon registration of the applicant's details into the Crown Signature Club database. Members existing prior to the Effective Date ("existing Members"), will be issued with their Card (that identifies their Tier under the Program) when they come and collect it from Crown on or after the Effective Date.
- 2.4 Membership of the Crown Signature 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.
- 2.5 Subject to these Rules, membership is granted and maintained at the discretion of Crown.
- 2.6 An applicant who is an Employee is not permitted to join the Crown Signature Club or participate in any activities relating to the Crown Signature Club. Crown reserves the right to exclude or suspend certain contractors or individuals from participation in the Crown Signature Club or from providing goods and/or services to Crown in relation to the Crown Signature Club in its discretion.
- 2.7 Crown Signature Club may from time to time require the Member to produce specified items of Appropriate Identification.
- 2.8 The Member undertakes to notify Crown of any change of name as soon as possible after the change, by identifying themselves in person at a Crown Signature Club desk and presenting Appropriate Identification from the Primary Identification list in each of the new and old names.
- 2.9 The Member undertakes to notify Crown of any change of address as soon as possible after the change by presenting in person at a Crown Signature Club desk or providing details in writing to Crown or as otherwise advised by Crown.

- 2.10 Depending on the item or items of Appropriate Identification presented by the Member, Crown in its sole discretion reserves the right to limit the Member's participation in any Privileges at the time of joining or at any subsequent time.
- 2.11 Members who are excluded, self excluded or who have had their licence to be on Crown's premises withdrawn shall have their Membership suspended or terminated (as the case may be).
- 2.12 In the event that a Member's Card does not register a transaction during any continuous period of six (6) months, any remaining Points on that Card may be cancelled and Crown reserves the right to cancel the relevant Member's membership.
- 2.13 Crown may grant provisional membership to an individual ("Provisional Member") entitling them to earn Points on a limited selection of transactions excluding gaming transactions in accordance with the Provisional Member Policy ("Provisional Membership"). The Provisional Member Policy is available at Crown Signature Club information desks or visit [www.crownmelbourne.com.au/join](http://www.crownmelbourne.com.au/join).
- 2.14 A Provisional Member is deemed to be a Member and is subject to the Rules, except in respect of the earning of Privileges and those other elements of the Program that only apply to a full Member (including those in respect of Player Activity Statements and Cashless Transfers).
- 2.15 Provisional Members cannot redeem or claim Privileges during a period of Provisional Membership. Membership Credits earned during a period of Provisional Membership will be awarded once a Provisional Member completes their membership registration and becomes a full Member.
- 2.16 Where a Provisional member does not complete the registration process to become a full Member within the time period specified in the Provisional Member Policy, then Provisional Membership will lapse and all Points will be cancelled.

## 3. CHANGES TO MEMBERSHIP TERMS AND CONDITIONS AND TO CROWN SIGNATURE CLUB PRIVILEGES

- 3.1 Subject to this Rule 3, Crown reserves the right to amend or alter the Rules at any time including, without limitation, changes to:
- these Rules (including the Program Brochure and the Tier Brochure);
  - the type and availability of Privileges;
  - the number of Points required for the redemption of Privileges;
  - expiry or the accrual of Points;
  - duration of Membership Tier Period and Membership Credits;
  - eligibility to be a Member of Crown Signature Club; and
  - the services and products available at Crown.
- 3.2 Crown will use its best endeavours to provide notice to Members of any changes to the Rules where there is a material detrimental effect on the Members (including in relation to Privileges) by providing at least 30 days' notice. If such changes relate to benefits provided by Third Party Offerors, Crown will, where possible, provide at least 14 days' notice.



- 3.3 Promotional Offers can be varied at any time in the discretion of Crown and will be subject to the specific terms and conditions of that Promotional Offer.
- 3.4 Crown will notify Members of any material detrimental change referenced in Rule 3.2 by making the updated Rules available on the web site [www.crownmelbourne.com.au](http://www.crownmelbourne.com.au) and at Crown Signature Club desks and by detailing the changes by one or more of the following methods:
- an email to the address notified to Crown by the Member;
  - written notification to the address notified to Crown by the Member; and/or
  - inclusion in the Crown Signature Club newsletter.
- 3.5 Crown will notify Members of any non-material changes to the Rules by making the updated Rules available on the web site [www.crownmelbourne.com.au](http://www.crownmelbourne.com.au) and at Crown Signature Club desks and may include details of changes in the Crown Signature Club newsletter.
- 3.6 It is the Member's responsibility to ensure that they keep up to date with the Rules and the features and requirements of the Crown Signature Club.
- 4. MEMBERSHIP CARDS**
- 4.1 A person is only entitled to one membership number, and is permitted only one valid Card displaying that number (except where Crown issues in its discretion an ancillary card (linked back to the primary membership account in Crown's database).
- 4.2 It is the sole responsibility of the Member to safeguard their Card and take precautions against the loss, or any unauthorised use, of their Card. The Member must sign their Card upon issuance and regularly check that it is in their possession.
- 4.3 A Card issued to the Member may only be used by that Member.
- 4.4 The Member must not give their Card to another person or Member for any purpose whatsoever. A breach of this Rule shall be considered to be Card misuse.
- 4.5 In the event that the Member's Card is lost or stolen the Member must immediately report the loss or theft to Crown (and may be required to produce a police report if requested by Crown).
- 4.6 Crown may replace a lost, stolen or damaged Card in its discretion subject to Crown's Appropriate Identification requirements. Crown reserves the right to charge a fee for replacement 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. POINTS AND PRIVILEGES - EXCLUSIONS AND RESTRICTIONS**
- 5.1 The participating facilities in the Program are set out in the Program Brochure and are listed on the website [www.crownmelbourne.com.au](http://www.crownmelbourne.com.au) and at Crown Signature Club desks and may be updated from time to time.
- 5.2 Exclusions or restrictions on a Member's ability to earn Points or redeem Privileges are set out in this Rule 5 and Rule 12.2.3 and/or the Program Brochure and the Tier Brochure and Members cannot earn Points in relation to those exclusions or restrictions or redeem Privileges to which those exclusions or restrictions apply.
- 5.3 Crown reserves the right to place a cap on the earning of Points by individual Members.
- 5.4 A Member cannot earn Points when playing poker or participating in any tournament at Crown.
- 5.5 A Member cannot earn Points in addition to any points that may be earned in respect of a reward or other loyalty program when staying at any Crown hotel (including the Qantas Frequent Flyer and Velocity programs). At the time of reservation or check-in, a Member must elect and notify Crown whether they wish to receive (a) Points or (b) points in respect of their nominated applicable rewards or loyalty program.
- 5.6 A Member who is a Premium Player may not earn any Points, Membership Credits or redeem any Privileges under the Crown Signature Club Program during such time that the Member is subject to a Premium Player Program Agreement or is a person who participates in a Premium Player Program.
- 5.7 Privileges that Crown has made available to a Member are not transferable and cannot be used by any person other than the Member named on the face of the Card who has accumulated those Privileges (except where approved by Crown in its sole discretion).
- 5.8 Crown shall not be liable in any way for Privileges which are unavailable for redemption as a result of a technical malfunction, operator fault, misrepresentation for which Crown is not responsible or any other reason outside Crown's reasonable control.
- 5.9 Privileges 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.
- 5.10 Privileges are subject to availability (for example, accommodation may be limited or unavailable during peak periods or goods may be in limited supply).
- 5.11 Points cannot be earned in relation to a hotel booking if the booking and payment have been made through a third party such as a travel agency or hotel booking web site or are based on other non-qualifying rates (including room rates for business or leisure group reservations paid as a group account and family and friends room rates). Full details of non-qualifying rates are set out on [www.crownsignatureclub.com.au](http://www.crownsignatureclub.com.au) and applicable Crown hotel web sites.
- 6. EARNING POINTS**
- 6.1 Subject to these Rules (including without limitation, Rule 5), Points are awarded to Members for gaming turnover and non-gaming spend in participating facilities at the Crown Entertainment Complex and for other activities as Crown may from time to time determine. Information in respect of the earning of Points is available at Crown Signature Club desks.
- 6.2 The Member is not permitted to accrue Points or other Benefits or Rewards as a result of play or spend by a person other than the Member named on the face of the Card or as otherwise authorised by Crown. Crown may, in its discretion, permanently remove all Points earned in contravention of this Rule.



- 6.3 In order for Points to accrue to their Card, it is the Member's responsibility to ensure that their Card has been presented and registered at the time of the transaction. Where a member does not present a Card at the time of the transaction, Crown's 'Card Not Present' policy, as updated from time-to-time (available at [www.crownmelbourne.com.au](http://www.crownmelbourne.com.au) and the Crown Signature Club desks), will apply.
- 6.4 Crown will not be liable in any way in relation to the unavailability of Points or the incorrect accumulation of Points as a result of a technical malfunction, operator fault, misrepresentation for which Crown is not responsible or any other reason outside Crown's reasonable control.
- 6.5 Crown reserves the right to adjust the Member's Points balance, Membership Credits and/or any Privileges where such Points, Membership Credits and/or Privileges have accumulated as the result of the reasons set out in Rule 6.4.
- 6.6 Any notice issued by Crown to the Member specifying the number of Points which have been deemed to accumulate by the Member shall be final and conclusive subject to any adjustment under this Rule 6.
- 6.7 The Member must regularly check their Crown Signature Club Point balance and notify Crown Signature Club desk of any omissions or discrepancies within sixty days of earning or using the applicable points. Crown may require the Member to confirm in writing the details of the error claimed by the Member and supply any supporting documentation. This clause does not apply to 'Card Not Present' transactions and in such cases Rule 6.3 will apply.
- 7. REDEEMING PRIVILEGES**
- 7.1 General**
- 7.1.1 Subject to these Rules (including without limitation, Rule 5), Crown may allow Members to use their Card for the purpose of claiming Privileges which Crown chooses to make available.
- 7.1.2 Crown's obligation to provide any particular Privilege is limited to its obligations under these Rules. Crown shall not be liable in any way to the Member in relation to the availability or withdrawal of particular Privileges.
- 7.2 Awards**
- 7.2.1 In order to exchange Points for Awards, which Crown has made available and for which the Member has accrued the required Points and met all applicable terms and conditions, the Member must present to Crown (or Third Party Offeror) the Member's Card and do such other things as required by Crown (or Third Party Offeror) including, but not limited to, signature and date of birth verification checks, PIN entry and/or the presentation of Appropriate Customer Identification from the Primary Identification list as advised by Crown.
- 7.2.2 A Member's Points may not be combined with any other Member's Points to redeem Awards.
- 7.3 Rewards**
- 7.3.1 Crown may offer Rewards from time to time in accordance with approved activity recorded on a Member's Card.
- 7.4 Promotional Offers**
- 7.4.1 Crown may offer Promotional Offers from time to time. Promotional Offers will vary and are subject to their own specific terms and conditions. Crown may limit, cap or exclude the earning of points for some Promotional Offers.
- 8. RETURN OF GOODS AND SERVICES POLICY**
- 8.1 Where a Member's Points and another legal form of tender have been used to purchase goods, and the return meets Crown's or the Third Party Offeror's return policy (as applicable), the Points will be returned first to the Member's Card before any other tender is returned to the member. Points redeemed will be returned to the Member's Card and Points earned will be deducted from the Member's card.
- 8.2 For goods to be returned by the Member, the Member must provide the original transaction receipt ("Proof of Purchase"). If the Member has lost or misplaced the relevant Proof of Purchase, the Member must obtain a copy of the transaction record from a Crown Signature Club desk before the refund transaction can proceed.
- 8.3 If a refund for goods returned by a Member is approved by Crown or a Third Party Offeror (as applicable), provided any Points earned from the original purchase have not already been otherwise redeemed by the Member, such Points will be deducted from the Member's Point balance.
- 8.4 The process in this Rule 8, as applicable, will also apply to service refund claims.
- 8.5 Crown reserves the right to adjust the Member's Membership Credits in respect of returned goods (or refunded services, as applicable).
- 9. MEMBERSHIP TIERS AND MEMBERSHIP CREDITS**
- 9.1 A Member will be assigned a Tier level based on their Membership Credits status in accordance with the Program Brochure and Tier Brochure ("Tier Level").
- 9.2 All new Members will be automatically assigned to the entry Tier Level unless otherwise determined by Crown in its sole discretion.
- 9.3 In the case of new Members, a Member's first Membership Tier Period commences on the date of joining the Program and ends 6 months after the first day of the month immediately following the date the Member joined the Program. Subsequent Membership Tier Periods will be on a 6 monthly basis.
- 9.4 In the case of existing Members, a Member's first Membership Tier Period commences on 1 October 2009 and will end after a period of 6 months. Subsequent Membership Tier Periods will be on a 6 monthly basis.
- 9.5 At the end of an applicable Membership Tier Period, a Member's Membership Tier Credits will be set to zero.
- 9.6 A Member will be eligible to the Privileges based on the Membership Tier Credits earned in the preceding Membership Tier Period subject to these Rules.
- 9.7 Members will be reallocated to the appropriate Tier Level if a Member does not meet the minimum entry level requirements of their current Tier Level at the end of the applicable current Membership Tier Period.



- 9.8 If upgrading to a new Tier Level during a Membership Tier Period, Benefits for that Membership Tier Period will be issued on a pro rata basis and cannot exceed that of the new Tier Level.
- 9.9 Where a Member is upgraded during a Membership Tier Period to a higher Tier Level, a new Membership Tier Period does not commence.

#### 10. THIRD PARTY OFFERS

- 10.1 Crown may make available to Members, Third Party Offers from time to time. It is acknowledged that the Third Party Offers, including any goods and/or services provided in respect of such offers, are not provided by Crown but by the third parties.
- 10.2 To the extent permitted by law, Crown excludes all liability in respect of such Third Party Offers.
- 10.3 As Third Party Offers are made by third parties, Crown does not make any guarantee, promise or warranty in relation to such Third Party Offers. To the extent permitted by law, these Rules expressly exclude every warranty, condition, liability or representation concerning any goods or any services supplied by a Third Party Offeror under or in connection with these Rules.
- 10.4 To the extent permitted by law, the liability of Crown and its employees or agents in respect of redeeming an Award through a Third Party Offeror for a breach of any warranty or liability which by law cannot be excluded, restricted or modified, or under any express warranty, is limited, at Crown's option, to:
- recrediting Points and/or Membership Credits; or
  - replacing or resupplying the Award.

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

- 11.1 Crown may request a Member to select a PIN in a format specified by Crown and then issue that PIN to the Member.
- 11.2 Subject to these Rules, Crown reserves the right to restrict a Member's ability to accrue Points and Membership Credits and/or to participate in any Crown Signature Club Privileges by limiting eligibility to those Members issued with PINs.
- 11.3 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.
- 11.4 A PIN may only be selected or reset by a Member upon presentation of at least one item of Appropriate Identification from the Primary Identification list. Crown reserves the right to ask the Member to reselect an alternative PIN if a PIN has been:
- forgotten;
  - abandoned; or
  - 'locked' in those circumstances referred to in Rule 11.6 below.
- 11.5 Crown shall not be liable for any unauthorised use or exchange of Privileges if a Card is lost or stolen, or if a PIN has become known to another person.

- 11.6 If a PIN is incorrectly entered on three (3) attempts, Crown reserves the right to restrict or prevent further access through that Card to any Privileges, until the PIN is re-set at a Crown Signature Club desk, in accordance with Rule 11.4.

#### 12. PLAYER ACTIVITY STATEMENTS AND PLAY SAFE LIMITS

- 12.1 Player Activity Statements
- 12.1.1 In order to earn Points or any Privileges in respect of electronic gaming machines ("EGM") a Member must give consent to receive player activity statements relating to the playing of games under the approved EGM scheme ("EGM Scheme"). Such a person is Player Activity Statement enabled subject to other legislative requirements ("PAS Enabled").
- 12.1.2 Under s 3.5.41(1) of the *Gambling Regulation Act 2003* (Vic), a person who is or was a Member in the EGM Scheme may have access to any information held by Crown relating to the Member's participation in the EGM Scheme and a fee of up to \$20 may be charged for the provision of access to the information.
- 12.2 Play Safe Limits
- 12.2.1 Members may at any time, by notifying Crown, set:—
- a limit on the amount of time, in any 24 hour period determined by Crown, that the Member may play games under the EGM Scheme;
  - a limit on the Member's net loss on games played under the EGM Scheme in any 24 hour period determined by Crown;
  - if the Member has set a limit under paragraph (b), a limit on the Member's net loss on EGM games played under the EGM Scheme in any year determined by Crown.
- 12.2.2 Under section 3.5.36 (3) of the *Gambling Regulation Act 2003* (Vic), any new limit set by a Member that increases the time or loss limits, does not take effect until the time determined by Crown, which must be at least 24 hours after the Member has notified Crown of the new limit.
- 12.2.3 A Member can not earn Points for playing games under the EGM Scheme:
- after a limit set by the Member under Rule 12.2.1(a) or 12.2.1(b) has been reached, until 6am the following day;
  - after a limit set by the Member under Rule 12.2.1(c) has been reached, until 1 January the following year.
13. CASHLESS TRANSFERS (CARD PLAY)
- 13.1 Crown may make Card Play available to a Member through the use of a PIN selected by the Member in accordance with Rule 11.
- 13.2 Card Play deposit and withdrawal functionality is available to a Member who registers at any Crown Signature Club desk by providing Appropriate Identification from the Primary Identification list.
- 13.3 During any period of technical malfunction resulting in Card Play being unavailable, a Member will be unable to access any applicable funds until the technical issue has been resolved.



- 13.4 Crown will not be responsible or liable for:
- incomplete or erroneous machine credit transfers as instigated by the Member;
  - any credits left or abandoned on an electronic 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;
  - the unauthorised removal of credits from a Member's Card by a person or persons other than that Member; or
  - any loss or damage of any kind relating to any technical malfunction as described in Rule 13.3.
- 13.5 Crown may, in its discretion, adjust a Member's 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 for which Crown is not responsible or any other reason outside Crown's reasonable control.
- 13.6 Crown in its discretion may at any time cease Card Play functionality on any electronic gaming machine or any Member's Card. In this event, any remaining Card Play credits remaining on a Member's Card will be paid directly to that Member.

#### 14. SUSPENSION/TERMINATION OF MEMBERSHIP

- 14.1 Crown in its discretion may immediately terminate and/or suspend (at Crown's option) the relevant Member's membership of the Crown Signature Club and/or cancel any Privileges and Points which that Member has accrued, if any of the following occur:
- failure by a Member to materially comply with the Rules; or
  - a breach of Rule 4.4 (Card misuse); or
  - conduct (whether directly or indirectly) by a Member which is dishonest, fraudulent, offensive, disruptive and/or intimidating to patrons or staff; or
  - conduct by any Member which interferes with, damages or misuses equipment or property; or
  - the death, or bankruptcy of the Member; or
  - at any time the Member is subject to Rule 2.11; or
  - the Member has had a cheque payable to Crown returned by their financial institution (such as where a cheque is dishonoured); or
  - the Member becomes an Employee; or
  - the Member breaches the rules of any game played in the casino; or
  - Crown is required to do so by operation of law.
- 14.2 In the event that a membership is terminated, the Member must immediately return the Card to Crown Signature Club and will, if required by Crown, complete any relevant documentation.

#### 15. PRIVACY

- 15.1 The Member authorises Crown to collect, hold, use, disclose and transfer information concerning the Member. The database of such information will include, but not be limited to, 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 Signature Club.
- 15.2 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.
- 15.3 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 Rule 15.6 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.
- 15.4 Without limiting the generality of Rules 15.1 and 15.3, the Member acknowledges and agrees that Crown may contract 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.
- 15.5 All information obtained by Crown including information about membership, Points and credits and the use of the Card shall become and remain the property of Crown. Subject to Rules 12.1, 15.3, 15.6 and 15.7 Crown is under no obligation to disclose such information to any person.
- 15.6 On the lawful request of a law enforcement agency or any other competent body or authority Crown may divulge any information obtained by Crown and maintained by it in the conduct of the Crown Signature Club with respect to the Member.
- 15.7 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.



- 15.8 For the avoidance of doubt, if a Member has indicated on his or her Crown Signature Club application form, that he or she consents to Crown (and which includes Third Party Offerors) providing that Member with material (including, for example and without limitation, "mail", "regular communications", "great offers", "promotional material" and, where applicable, "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 or a Third Party Offeror. The Member may, at any time, elect to opt-out of receiving any further Promotional Materials by writing to Crown at the address provided on the back cover of these Rules.
- 15.9 This Rule 15 survives termination of the membership of the Program or the Card.
- 15.10 Crown's Privacy Policy can be accessed at [www.crownmelbourne.com.au](http://www.crownmelbourne.com.au).

#### 16. TERMINATION OF OPERATION OF CROWN SIGNATURE CLUB

- 16.1 Crown may suspend the operation of the Crown Signature Club or cease to operate the Crown Signature Club at any time. Where possible, Crown will provide three (3) months' notice of such suspension or cessation.
- 16.2 In the event that the Crown Signature Club ceases to operate, all Points which have not been exchanged for currently available Awards within three (3) months of Crown issuing a notice to Members that the Crown Signature Club will cease to operate and will be cancelled. In addition, all other Privileges which have been accumulated in connection with the Crown Signature Club will be deemed to be cancelled if they have not been used by such date.

#### 17. LIABILITY

- 17.1 Nothing in these Rules is intended to affect any rights that a Member may have under the *Trade Practices Act 1974* (Cth) or the *Fair Trading Act 1999* (Vic) which cannot be excluded.
- 17.2 Subject to Rule 17.1 and to the extent permitted by law, Crown (including its employees, agents and contractors) is not and will not be liable for any damages or any other loss whatsoever incurred by the Member (including consequential loss), either directly or indirectly in connection with the Crown Signature Club Rules, Crown Signature Club Privileges or the Crown Signature Club.

#### 18. GENERAL

- 18.1 Crown's decisions in respect of the Program are final and binding.
- 18.2 Any tax liabilities and other duties arising from the accumulation and redemption of Points, and the receipt and use of Privileges are and remain the sole responsibility of the Member.
- 18.3 Any alteration made to Associated Documentation by any person other than Crown may 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 and in good condition by the Member.

- 18.4 In consideration of Crown admitting the Member to membership of the Crown Signature Club and by use of the Card, 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.
- 18.5 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.
- 18.6 This document is governed by the laws of Victoria. Each party submits to the jurisdiction of the courts of Victoria and of any court that may hear appeals from any of those courts, for any proceedings in connection with this document.
- 18.7 To the extent that any provision in these Rules is illegal or unenforceable, it is severed without affecting the validity or enforceability of the remaining Rules.

#### 19. 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 discretion from time to time in connection with the operation of the Crown Signature Club. Such Appropriate Identification must be valid and current. Currently these forms of identification are as follows:

Primary Identification:	Non-primary Identification:	Secondary Identification:
<ul style="list-style-type: none"> <li>• Australian Driver's Licence,</li> <li>• Australian Learner's Permit;</li> <li>• Overseas Driver's Licence (with photograph);</li> <li>• Passport;</li> <li>• Overseas National ID card (with photograph and signature);</li> <li>• Australian Proof of Age Card (with photograph),</li> <li>• NSW Photocard as issued by the NSW RTA; and</li> <li>• Victorian Shooters Licence.</li> </ul>	<ul style="list-style-type: none"> <li>• Australian Birth Certificate,</li> <li>• Australian Citizenship Certificate,</li> <li>• Australian Change of Name Certificate,</li> <li>• Change of Name Certificate; and</li> <li>• Centrelink Pension Card.</li> </ul>	<ul style="list-style-type: none"> <li>• Personal Cheque (name encoded);</li> <li>• Australian Keypass Card;</li> <li>• Public Service ID Card;</li> <li>• University ID Card;</li> <li>• Bank Book;</li> <li>• Credit Card / Keycard / Credit Union / Building Society Card;</li> <li>• Medicare Card; and</li> <li>• Victorian Government Seniors Card.</li> </ul>

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

**"Awards"** means the goods or services made available to Members that may be exchanged for Points;

**"Benefits"** means the benefits available to Members as specified in the Program Brochure or Tier Brochure;

**"Card"** means a card validly issued by Crown to a Member that permits the Member to participate in the Crown Signature Club and on which Points are recorded (except where the context otherwise provides);

**"Card Play"** means the machine credit transfer function referred to in Rule 13 which allows for the transfer of electronic gaming machine credits from a valid electronic gaming machine to a Card (and vice-versa) and also allows registration for the deposit and withdrawal functionality referred to in Rule 13.

**"Crown"** means Crown Melbourne Limited (ABN 46 006 973 262);

**"Crown Signature Club"** (or **"Program"**) means Crown's customer loyalty program known prior to the Effective Date as "Crown Club" and after the Effective Date as "Crown Signature Club";

**"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* (Vic) as amended from time to time;

**"Junket Player"** means a special group based player commission program;

**"Member"** is a person who has applied for and has been accepted by Crown as a member of the Crown Signature Club;

**"Membership Credits"** are credits which are awarded to Members in order to determine the Member's Tier Level in accordance with Rule 9;

**"Membership Tier Period"** means the period described in Rule 9;

**"PIN"** means Personal Identification Number/Word that is a personal identifier attributed to a Member;

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

**"Premium Player"** means a person who signs a Premium Player Program Agreement or a person who participates in a Junket where the person and Crown satisfy the requirements of any relevant controls and procedures approved by the Victorian Commission for Gambling Regulation under section 121 of the *Casino Control Act 1991* (Vic) in respect of a Premium Player or a Junket Player (as the case may be) or such other person who participates in a Premium Player Program;

**"Premium Player Program"** means a program that is available by Crown to selected interstate and international customers who meet minimum program criteria;

**"Premium Player Program Agreement"** means the agreement setting out the terms and conditions associated with Premium Player program play;

**"Privileges"** means the goods and/or services that are available to Members including Benefits, Rewards, Awards and Promotional Offers;

**"Program Brochure"** means the brochure that describes the key elements of the Privileges available and some of the exclusions and restrictions applicable under the Program.

**"Promotional Offers"** means ad hoc and/or targeted offers and benefits open to specified Members or groups of Members that may change from time to time;

**"Related Entity"** and **"Related Body Corporate"** have the same meanings as those in the *Corporations Act 2001* (Cth);

**"Retail Tenant"** means a business that participates in the Program that is not owned or operated by Crown as detailed from time to time on the Crown web site [www.crownmelbourne.com.au](http://www.crownmelbourne.com.au).

**"Rewards"** means goods or services available to a Member as a consequence of achieving certain criteria;

**"Rules"** means these Rules as amended from time to time (including the related terms and conditions as contained in Program Brochure and the Tier Brochure) and any policies or guidelines adopted by Crown from time to time in its discretion that apply to the conduct of the Crown Signature Club;

**"Tier"** means the level of membership;

**"Tier Brochure"** means the brochure that describes the particular Privileges available to a member of a Tier and some of the applicable exclusions and restrictions; and

**"Third Party Offers"** means offers made as part of the Program but which are provided by third party suppliers of goods and/or services including Retail Tenants (the parties making such offers are **"Third Party Offers"**).