

Suspension/Termination of Membership

65. If any of the following occur:

- a. failure by a Member to strictly comply with these Terms and Conditions whether intentional or otherwise; or
- b. failure by the Member to comply with the terms and conditions associated with any promotional activity related to the Federal Rewards Club or Club Forté; or
- c. repeated failure by the Member to insert the Member's Membership Card into the card reader of a Gaming Machine whilst playing a Gaming Machine; or
- d. the Member reaching an annual Gaming Limit agreed with Federal Group Casinos for the purposes of playing Gaming Machines; or
- e. conduct by any Member which Federal Group Casinos at their sole and absolute discretion considers to be dishonest, offensive, disruptive, unlawful and/or intimidating to patrons or staff; or
- f. conduct by any Member which Federal Group Casinos at their sole and absolute discretion consider as interfering with or misusing equipment or property; or
- g. the death of the Member; or
- h. the bankruptcy of the Member; or
- i. at any time the Member has been asked to leave the premises, has been excluded or barred from Wrest Point or Country Club Tasmania; or
- j. a Member is excluded from gambling at Wrest Point or Country Club Tasmania under the TGES scheme and therefore cannot participate in the Loyalty Program; or
- k. the Member has had a cheque payable to Wrest Point or Country Club Tasmania returned by their financial institution; or
- l. the Member becomes an Employee; or
- m. the Member breaches the rules of any game played in either Wrest Point or Country Club Tasmania; or
- n. Federal Group Casinos holds any concern about the Member's ability to manage their gambling,

Federal Group Casinos at their sole and absolute discretion may immediately terminate and/or suspend (at Federal Group Casinos' option) the relevant Member's membership of the Federal Rewards Club or Club Forté (or any particular Membership Tier) and/or cancel any or all Loyalty Points or Status Credits (and/or any particular category of Loyalty Points) which that Member has accrued.

66. In the event that a membership is terminated by either the Member or Federal Group Casinos, the Membership Card must be immediately returned to Federal Group Casinos where any Customer Funds stored on the Membership Card will be returned to the Member.

67. In the event that the Member:

- a. does not wish to be bound by these Terms and Conditions or any amendment to these Terms and Conditions; or
- b. becomes an Employee of either Wrest Point or Country Club Tasmania; or
- c. in any other event wishes to terminate his or her membership of the Federal Rewards Club or Club Forté,

the Member must return the Membership Card to Federal Group Casinos and sign a termination advice form upon which membership of the Federal Rewards Club or Club Forté and all of the Member's Loyalty Points and Status Credits will be cancelled.

68. In the event that a Member does not register any activity on a Membership Card (including any previously issued Membership Cards) at either Wrest Point or Country Club Tasmania for a continuous period of three (3) years, any Loyalty Points which have been accumulated in respect of that Member may be cancelled and Federal Group Casinos reserve the right to terminate the relevant Member's membership.

Privacy

69. The Loyalty Program is operated in accordance with the Privacy Act 1988 and Federal Group's Privacy Policy. The Policy may be viewed on our website or a copy obtained from a customer service desk within Federal Group Casinos.

Termination of Operation of Federal Rewards Club or Club Forté

70. Federal Group Casinos may suspend the operation of the Federal Rewards Club and/or Club Forté or cease to operate the Federal Rewards Club and/or Club Forté at any time without notice.

71. In the event that the Federal Rewards Club and/or Club Forté ceases to operate, all Loyalty Points which have not been exchanged for currently available rewards within 30 days of Federal Group Casinos issuing a notice to Members that the Federal Rewards Club and/or Club Forté has ceased to operate will be cancelled. In addition, all other benefits and rewards which have been accumulated in connection with the Federal Rewards Club and/or Club Forté will be deemed to be cancelled if they have not been used by such date.

72. In the event that the Federal Rewards Club and/or Club Forté ceases to operate, any Customer Funds that have not been collected by the Member within 30 days of Federal Group Casinos issuing a notice to Members that the Federal Rewards Club and/or Club Forté has ceased to operate will be dealt with in accordance with the Gaming Control Act 1993 and any other relevant legislation.

General

73. The Federal Rewards Club and Club Forté are trade promotions and are not a gaming activity.

74. Federal Group Casinos reserve the right to waive the application of any of these Terms and Conditions and/or amend or materially alter these Terms and Conditions at any time without notice.

75. The Member agrees to be bound by any amendment of these Terms and Conditions from the date Federal Group Casinos specifies that the amendment comes into force. A current copy of these Terms and Conditions is available for inspection at the Member Services Desk at Country Club Tasmania or the Member Services Desk at Wrest Point.

76. In the event of any inconsistency between any other document brought into existence for the purposes of the Loyalty Program, the Federal Rewards Club or Club Forté, and these Terms and Conditions, these Terms and Conditions shall prevail.

77. Whilst all reasonable care is taken to ensure that information, publications and advertisements supplied or provided in connection with the Loyalty Program is accurate, Federal Group Casinos do not accept liability for any errors or omissions (including negligence) in such information, publications and advertisements, whether written or oral.

78. All dispute settlements or decisions made by Federal Group Casinos are final and binding.

79. To the extent permitted by law, Federal Group Casinos 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 of Federal Group Casinos relating to or arising out of Loyalty Program membership, and the Member releases and discharges Federal Group Casinos including its employees, agents and contractors from any such liability, damage or loss.

80. Any tax liabilities and other duties arising from the accumulation of Loyalty Points, and the receipt and use of benefits or rewards are and remain the sole responsibility of the Member.

81. Any alteration made to Associated Documentation by any person other than Federal Group Casinos 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 Associated Documentation should be kept in a safe place by the Member.

82. In consideration of Federal Group Casinos admitting the Member to membership of the Federal Rewards Club or Club Forté, the Member agrees to be bound by these Terms and Conditions and acknowledges the right of Federal Group Casinos to rely upon them.

83. To the extent that any provision of these Terms and Conditions is illegal or unenforceable, it is severed without affecting the validity or enforceability of the remaining Terms and Conditions.

Definitions

84. In these Terms and Conditions unless the context otherwise requires:

- a. "Photographic Identification" means such current, original and valid forms of government issued photographic identification of the Member as Federal Group Casinos require, such as but not limited to a passport or driver's licence issued by an Australian State or Territory.
- b. "Associated Documentation" means any document arising from the operation of the Federal Rewards Club or Club Forté including but not limited to vouchers, complimentary slips, and similar documents;
- c. "Cash Back" means the redemption of Loyalty Points in cash;
- d. "Customer Funds" means cash added to the Membership Card by the Member via a Gaming Machine or a cashier;
- e. "Employee" means full time, part time or casual employees of Federal Group Casinos and includes contractors to Federal Group Casinos or any Related Entity or Related Body Corporate holding a special employee licence issued pursuant to the Gaming Control Act 1993;
- f. "Federal Group Casinos" means Wrest Point Hotel Casino and Country Club Tasmania;
- g. "Gaming Machine" means an electronic gaming machine;
- h. "Loyalty Points" means any points (and includes any substitute as determined from time to time by Federal Group Casinos in their sole and absolute discretion) other than Status Credits which the Member may have accumulated as a Member of the Federal Rewards Club and/or Club Forté;
- i. "Loyalty Program" means the Federal Rewards Club and Club Forté;
- j. "Member" is a person who is granted membership of the Federal Rewards Club or Club Forté;
- k. "Membership Card" means a card issued to a Member by Federal Group Casinos pursuant to these Terms and Conditions which continues to be to be valid and has not been cancelled by Federal Group Casinos including the Federal Rewards Club card or a Club Forté card;
- l. "Membership Cycle" means the fixed period of membership commencing from the date that a Member is admitted to membership of Club Forté and concluding when the next fixed period commences, with the duration of the fixed period to be determined and varied at the sole and absolute discretion of Federal Group Casinos;
- m. "Membership Tier" means the level of Club Forté membership which is allocated to a Member in accordance with these Terms and Conditions;
- n. "PIN" means a four (4) digit Personal Identification Number;
- o. "Player Activity Statement" means the player activity statement which Federal Group Casinos are required to provide to Loyalty Program Members pursuant to the Tasmanian Liquor and Gaming Commission's Casino Licence Rules and Premium Player Program Rules;
- p. "Qualifying Period" means the fixed period of Federal Rewards Club membership determined and varied at the sole and absolute discretion of Federal Group Casinos for the purposes of a Federal Rewards Club Member qualifying for consideration for Club Forté membership;
- q. "Related Entity" and "Related Body Corporate" have the same meanings as those in the Corporations Law;
- r. "Status Credits" means the non-cashable credits that are earned by Members which are used solely to determine eligibility for a particular Membership Tier within Club Forté; and
- s. "Terms and Conditions" means these Terms and Conditions as amended from time to time and any policies or guidelines adopted by Federal Group Casinos from time to time in its discretion in relation to the conduct of the Loyalty Program.

LOYALTY PROGRAM

TERMS & CONDITIONS

FEDERAL
Rewards
CLUB

CLUB
FORTÉ

Membership

1. Federal Group Casinos operate a Loyalty Program which is comprised of two separate clubs, specifically the Federal Rewards Club and Club Forté.
2. An applicant can become a Member of the Federal Rewards Club provided they have presented an original of at least one (1) item of valid Photographic Identification and have completed a Federal Rewards Club application form that has been accepted by Federal Group Casinos.
3. Club Forté membership is only available to invited persons, who:
 - a. have completed the required identification check to the satisfaction of Federal Group Casinos; and
 - b. have agreed an annual gaming limit with Federal Group Casinos that will apply to Gaming Machine play; and
 - c. have completed the Club Forté application form that has been accepted by Federal Group Casinos; and
 - d. in the case of Tasmanian residents, have completed a minimum of six (6) months membership in the Federal Rewards Club.
4. Membership of the Federal Rewards Club or Club Forté becomes effective once the requirements for that membership have been fully met and the details on the application form have been registered into the membership database.
5. A Membership Card displaying the applicant's name and membership number will be issued to the applicant upon registration of the applicant's details into the membership database.
6. Loyalty Program membership will only be available to individuals aged 18 years or over who are not excluded from either Wrest Point or Country Club Tasmania.
7. Loyalty Program membership is granted and maintained at the sole and absolute discretion of Federal Group Casinos.
8. An applicant who is currently employed by or contracted by Federal Group Casinos is not permitted to be a Member or participate in any promotion.
9. Federal Group Casinos may at any time require a Member to supply current Photographic Identification for the purposes of confirming the Member's identity and residential address.

10. The Member undertakes to notify Wrest Point or Country Club Tasmania of any change of name or other personal details as soon as possible after such change, by identifying themselves in person at Wrest Point or Country Club Tasmania and presenting at least one item of supporting Photographic Identification.

11. Federal Group Casinos has the sole and absolute discretion to limit the Member's participation in any rewards, benefits and/or promotions at the time of joining or at any subsequent time.

Membership Cards

12. A person is only entitled to one membership number and is permitted only one Membership Card displaying that number at any one time.
13. It is the sole responsibility of the Member to safeguard their Membership Card and take precautions against the loss, or any unauthorised use, of their card.
14. A Membership Card issued to the Member may only be used by that Member. The Member must not give their Membership Card to another person or Member for any purpose whatsoever.
15. The Member must sign their Membership Card upon receipt and will be issued with a card PIN which can be personalised. A PIN may be required to be entered to authenticate transactions, including but not limited to, accessing Member information, redeeming membership Loyalty Points and redeeming or expending Customer Funds.

Loyalty Points and Status Credits

16. Loyalty Points and Status Credits are awarded to Members for gaming, food, beverage and accommodation spend in Country Club Tasmania and Wrest Point, and for other activities as Federal Group Casinos may from time to time offer upon presentation and use of their Membership Card.
17. Different entitlements and arrangements for Membership Cards, Loyalty Points and Status Credits may exist for Members who are not Tasmanian residents.

18. Loyalty Points and Status Credits may accrue at a different rate for Members within each Membership Tier of Club Forté but will accrue at the same rate for each Member of the Federal Rewards Club.

19. The Member is not permitted to accrue Loyalty Points, Status Credits or other benefits or rewards as a result of spend by a person other than the Member named on the face of the Membership Card.

20. The basis, if any, upon which a Member may be permitted to accumulate Loyalty Points or Status Credits (including any formulae for accrual) shall be determined by Federal Group Casinos at their sole and absolute discretion and may change from time to time.

21. Loyalty Points and Status Credits are not transferable and cannot be used by any person other than the Member who accumulated those points or credits.

22. Loyalty Points may expire if they have not been exchanged for benefits or rewards within three (3) years of the Loyalty Points being earned. Federal Group Casinos reserves the right to adjust a Member's Loyalty Point balance to remove expired Loyalty Points from the Member's Loyalty Point balance.

23. Status Credits are only valid for the Membership Cycle or Qualifying Period in which they are earned and do not carry over until the next Membership Cycle or Qualifying Period.

24. It is the Member's responsibility to ensure that their Membership Card has been:

- a. correctly inserted into and accepted by the card reader on a Gaming Machine and that Loyalty Points and Status Credits are being accrued while playing the Gaming Machine; or
- b. handed to the attendant prior to purchasing a TASkeno Ticket; or
- c. handed to a dealer prior to commencing any play on a Table Game that accepts Membership Cards for the earning of Loyalty Points or Status Credits; or
- d. handed to the attendant prior to paying for applicable accommodation, food or beverage at participating outlets, as selected by Federal Group Casinos,

and a failure by a Member to do so will result in the forfeiture of the Loyalty Points or Status Credits earned for that transaction.

25. If Membership Card has been left unattended by the Member in a Gaming Machine or at a Gaming Table, the Member may be required to forfeit all Loyalty Points or Status Credits earned on the card during the time it was unattended.

26. A Member may be required to achieve a minimum spend for accommodation, food or beverage prior to Loyalty Points or Status Credits being earned.

27. Loyalty Points and Status Credits earned for accommodation, food or beverage is available to one Membership Card per check, no bill splitting is permitted.

28. Loyalty Points and Status Credits will only be earned for accommodation that is booked directly with Federal Group Casinos.

29. Any points earned by the Member through promotional activity will not be considered in the calculation of Status Credits.

30. Loyalty Points and Status Credits cannot be earned for Conferences, Banqueting, Room Service, Room Charges, Special Events and Entertainment, or in conjunction with any other discount or offer.

31. Loyalty Points can only be redeemed for alcohol by Members of the Federal Rewards Club where food is provided with the alcohol at a location outside of a gaming area.

32. Federal Group Casinos shall not be liable in any way in relation to the unavailability of Loyalty Points or Status Credits which fail to accumulate as a result of a technical malfunction, or by reason of operator fault, or by Member misrepresentation or any other reason outside of the control of Federal Group Casinos.

33. Federal Group Casinos reserve the right to adjust the Loyalty Points or Status Credits balance or alter any benefits or rewards where such Loyalty Points, Status Credits, benefits or rewards have accumulated as the result

of a technical malfunction, operator fault, Member misrepresentation or any other reason outside of the control of Federal Group Casinos.

34. A Member's Loyalty Point balance may not exceed any maximum Loyalty Point balance set by Federal Group Casinos. The maximum Loyalty Point balance amount may be varied by Federal Group Casinos at its sole and absolute discretion.

35. Any notice issued by Federal Group Casinos to the Member specifying the number of Loyalty Points or Status Credits which have been deemed to accumulate by the Member shall be final and conclusive.

Membership Status

36. Where a Federal Rewards Club Member has accumulated the required number of Status Credits within the Qualifying Period, Federal Group Casinos will consider whether to issue an invitation for Club Forté membership to that Member.

37. An invitation to become a Member of Club Forté will only be issued at the sole and absolute discretion of Federal Group Casinos. A Federal Rewards Club Member's accumulation of the required number of Status Credits for a Club Forté Membership Tier does not create any obligation on Federal Group Casinos to issue an invitation to that person for Club Forté membership.

38. Membership Tier status will be reviewed at least once per Membership Cycle for existing Members of Club Forté.

39. The number of Status Credits that a Club Forté Member accumulated on the Membership Card within the Membership Cycle will be used to determine the Member's applicable Membership Tier for the following Membership Cycle. This may result in the Member being allocated to the same Membership Tier, a higher Membership Tier, a lower Membership Tier or being removed from Club Forté for the following Membership Cycle.

40. Where a Member accumulates the required number of Status Credits for a higher Membership Tier during a Membership Cycle Federal Group Casinos may, at their sole and absolute discretion, allocate the Member to a higher Membership Tier for the remainder of the Membership Cycle.

41. Federal Group Casinos may invite a person to be a Member of Club Forté or allocate a person to a particular Membership Tier even where the Member has not accumulated the required number of Status Credits.

Benefits & Rewards

42. Federal Group Casinos may allow a Member to redeem their Loyalty Points or particular categories of Loyalty Points for benefits and rewards which Federal Group Casinos, in its sole and absolute discretion, chooses to make available from time to time.

43. The benefits and rewards made available by Federal Group Casinos for the redemption of Loyalty Points may vary between the Federal Rewards Club and Club Forté and may also vary between Membership Tiers.

44. Different arrangements may exist for the redemption of Loyalty Points for benefits and rewards for Members that are not Tasmanian residents.

45. The terms and conditions upon which Loyalty Points or particular categories of Loyalty Points may be redeemed for benefits or rewards, including the number or category of Loyalty Points (if any) required to be redeemed for any particular benefit or reward, shall be determined by Federal Group Casinos at their sole and absolute discretion, and may be amended or changed by Federal Group Casinos without notice.

46. In order to exchange Loyalty Points for any benefit or reward which Federal Group Casinos have made available and for which the Member has accumulated the required Loyalty Points and met all applicable terms and conditions, the Member must present to Federal Group Casinos the Member's current valid Membership Card and do such other things as required by Federal Group Casinos including, but not limited to, confirmation of Member PIN, signature and date of birth verification checks, and/or the presentation of at least one item of Photographic Identification.

47. A Member's Loyalty Points may not be combined with another Member's Loyalty Points to redeem benefits or rewards.

48. Benefits and rewards which Federal Group Casinos 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 Federal Group Casinos at their sole and absolute discretion).

49. Federal Group Casinos may at any time and without prior notice change the benefits and rewards which may be made available to Members. Federal Group Casinos shall have no obligation to provide any particular reward or benefit nor give a reason for the change.

50. Federal Group Casinos 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 Loyalty Points.

51. Federal Group Casinos 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, Member misrepresentation or any other reason outside of the control of Federal Group Casinos.

52. Federal Group Casinos reserve the right to restrict the quantity of a particular benefit or reward that a Member may exchange for Loyalty Points.

53. Membership benefits and rewards cannot be used in conjunction with other discount programs, offers or special events at Federal Group Casinos, unless specified in the terms and conditions of a particular discount program, offer or special event.

54. Failure by the Member to claim a Member redeemed benefit or reward after a seven (7) day period may result in expiry of entitlement. Failure by the Member to claim any other prize, benefit or rewards awaiting collection or redemption after a 30 day period may result in expiry of entitlement.

Player Activity Statements

55. In accordance with the Tasmanian Liquor and Gaming Commission's Casino Licence Rules and Premium Player Program Rules, Members of Club Forté are required to view their Player Activity Statement for gambling and non-gambling activities at least once a year and Members of the Federal Rewards Club are required to view their Player Activity Statement for gambling and non-gambling activities every six (6) months.

Lost or Stolen Cards

56. In the event that the Member's Membership Card is lost or stolen the Member must immediately report the loss or theft to Federal Group Casinos.

57. At least one item of current Photographic Identification must be presented by the Member in order to obtain a replacement Membership Card.

58. Where a Membership Card is lost or stolen, Federal Group Casinos shall not be liable for any unauthorised use of the Membership Card including, but not limited to, loss of Customer Funds stored on the Membership Card, exchange of Loyalty Points, loss of player ratings or loss of any other benefits or rewards.

Cash Back

59. Federal Group Casinos may make Cash Back available to a Member. Cash Back is only available to a Member who presents a valid Membership Card and current Photographic Identification.

60. Members must have a Loyalty Point balance of a minimum of \$5.00 value prior to redeeming Cash Back.

61. The applicable rate of conversion from Loyalty Points to cash for Cash Back is determined by Federal Group Casinos and can be varied from time to time at the sole and absolute discretion of Federal Group Casinos.

62. Federal Group Casinos will not be responsible or liable for the unauthorised removal of Loyalty Points from a Member's Membership Card where that Member's Membership Card has been presented to Federal Group Casinos.

63. Federal Group Casinos may at their absolute discretion limit the availability of Cash Back, by Member, by day or/and by transaction.

64. Federal Group Casinos at their discretion may at any time cease the availability of Cash Back without notice.