INFINITY ∞ REWARDS

TERMS & CONDITIONS

EFFECTIVE DATE: 1 SEPTEMBER 2024

1. INTRODUCTION

1.1 The Infinity Rewards Rules (described as the "**Rules**") contain the terms and conditions by which the Infinity Rewards loyalty program ("**Infinity Rewards**") operates.

1.2 The Rules are effective from the date displayed above (the "**Effective Date**"). The terms and conditions in the Rules and applicable Infinity Rewards documentation replace all previous terms and conditions relating directly or indirectly to Infinity Rewards.

1.3 Members accept the Rules in accordance with **Rule 2.1**.

1.4 Members can access the current Rules at the Guest Services Desk and on the Casino Canberra website (*http://casinocanberra.com.au/*).

1.5 Casino Canberra may amend the Rules from time-to-time in accordance with **Rule 3**.

1.6 A Member may be entitled to certain Privileges by being a Member of Infinity Rewards.

1.7 Membership does not give any person a right of entry to Casino Canberra and Casino Canberra reserves the right to refuse entry.

1.8 Subject to **Rule 10** in respect of Third-Party Offers, Casino Canberra is the provider of goods or services under Infinity Rewards applicable to any transaction arising out of Casino Canberra.

2. MEMBERSHIP

2.1 An application to become a Member, ongoing participation in Infinity Rewards by a Member and/or the claiming of Privileges by a Member constitutes acceptance by that Member of the Rules and an agreement to comply with them.

2.2 An individual[1] can apply to become a Member in accordance with the following:

(a) by completing an Infinity Rewards application form available from the Guest Services Desk and/or the Casino Canberra website;

(b) by supplying Appropriate Identification (which will be scanned or copied into the applicable Casino Canberra member database) and any other information requested to enable Casino Canberra to undertake necessary security, KYC, and customer due diligence checks in relation to the individual; and

(c) by permitting Casino Canberra to take a photograph of themselves (which the Member acknowledges may be collected, used, and disclosed for identification, security, KYC, customer due diligence, access, and safety purposes).

2.3 Subject to the Rules, membership to Infinity Rewards is granted in accordance with the Rules.

2.4 An applicant's membership is effective from the time and date that:

(a) Casino Canberra approves the application to become a Member; and

(b) the applicant's details are registered in the applicable Casino Canberra member database.

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1 Membership is only open to individuals and is not open to corporate or other entities.

2.5 A Card displaying the Member's name, membership number and member photo will be issued to the Member after registration of the Member's details in the applicable Casino Canberra member database.

2.6 Membership of Infinity Rewards is only available to individuals aged 18 years or over who are not excluded from Casino Canberra. Casino Canberra will refuse an application for membership of any person, who through security, KYC, and customer due diligence checks is determined to be not suitable for membership.

2.7 An applicant who is an Employee is not permitted to join or maintain membership of Infinity Rewards or participate in any activities relating to the Infinity Rewards. Casino Canberra, in its absolute discretion, reserves the right to exclude or suspend certain contractors or individuals from:

(a) participation in Infinity Rewards; or

(b) providing goods and/or services to Casino Canberra in relation to Infinity Rewards.

2.8 Casino Canberra may from time-to-time require the Member to produce specified items of Appropriate Identification.

2.9 The Member must notify Casino Canberra of any:

(a) change of name as soon as possible by identifying themselves in person at the Guest Services Desk and presenting Appropriate Identification in both the new and old names; and/or

(b) change of address or phone number as soon as possible after the change by presenting in person at the Guest Services Desk or providing details in writing to Casino Canberra or as otherwise advised by Casino Canberra.

2.10 Depending on the item or items of Appropriate Identification and/or other information presented by the Member, Casino Canberra, in its absolute discretion, reserves the right to limit the Member's participation in any Privileges at the time of joining Infinity Rewards or at any subsequent time.

2.11 Members who are excluded or who have had their licence to be on the Casino Canberra property withdrawn or revoked shall have their membership of Infinity Rewards suspended or terminated.

2.12 In the event that a Member's Account does not register a transaction during any continuous period of Six Months, Casino Canberra reserves the right to cancel the Member's Points on that Account.

2.13 A Member may, at any time, cancel their membership by contacting the Guest Services Desk. Upon receipt of a cancellation request, Casino Canberra will cancel the relevant membership and all accumulated Points, Comps, and/or Privileges relating to that membership will immediately expire.

Updating membership information

2.14 A Member who:

(a) joined Infinity Rewards prior to the Effective Date and is assigned to the "Gold", "Ruby", or "Diamond" Tier of membership as at the Effective Date; and

(b) wishes to continue to earn Points and claim Privileges (as a Member of Infinity Rewards) beyond the date being Six Months from the Effective Date, must, within this six-month period:

(c) complete the current Infinity Rewards application form;

(d) supply Appropriate Identification (which will be scanned or copied into the applicable Casino Canberra member database) and any other information requested to enable Casino Canberra to undertake necessary security, KYC, and customer due diligence checks in relation to the individual; and/or

(e) permit Casino Canberra to take an up-to-date photograph of themselves (which the Member acknowledges may be collected, used, and disclosed for identification, security, KYC, customer due diligence, access, and safety purposes).

2.15 In circumstances where a Member has not complied with **Rule 2.14** above, the Member may not earn Points or claim Privileges.

Biennial review of membership

2.16 Members who are assigned to the "Gold", "Ruby", or "Diamond" Tier of membership will be reviewed by Casino Canberra no less frequently than biennially and with a view to determining whether the Member's details remain up-to-date and the Member is suitable for membership. In doing so, Casino Canberra may request a Member to:

(a) complete the current Infinity Rewards application form;

(b) supply Appropriate Identification (which may be scanned or copied into the applicable Casino Canberra member database) and any other information requested to enable Casino Canberra to undertake necessary security, KYC, and customer due diligence checks in relation to the individual; and/or

(c) permit Casino Canberra to take an up-to-date photograph of themselves (which the Member acknowledges may be collected, used, and disclosed for identification, security, KYC, customer due diligence checks, access, and safety purposes).

2.17 In circumstances where a Member has not complied with **Rule 2.16** above, the Member may not earn Points or claim Privileges.

2.18 Notwithstanding **Rules 2.14** – **2.17** above, a Member's membership of Infinity Rewards may be terminated or suspended at any time and for any reason in accordance with the Rules.

3. CHANGES TO MEMBERSHIP TERMS AND CONDITIONS AND PRIVILEGES

3.1 Subject to this **Rule 3**, Casino Canberra reserves the right to amend the Rules (in a material way or otherwise), including, without limitation, making amendments to:

(a) the Rules;

(b) any Casino Canberra policies or documents referred to in the Rules;

(c) the type and availability of Privileges;

(d) the number of Points required for the redemption of Privileges by Members assigned to the "Gold", "Ruby" or "Diamond" Tiers;

(e) any restrictions or limits on the redemption of Privileges;

(e) the expiry, cancellation or the accrual of Points or Comps;

(f) the duration of Membership Cycles; and

(g) the goods and services available at or from Casino Canberra.

3.2 Casino Canberra will notify Members of any material changes to the Rules, and where such changes will limit the Privileges available under the Rules, where practicable, will give Members at least 30 days' notice by detailing the changes:

(a) on the Casino Canberra website; and/or

(b) in an email to the address notified to Casino Canberra by the Member (if any).
Where applicable, updated Rules will also be available at the Guest Services Desk.

3.3 It is the Member's responsibility to ensure that he or she keeps up-to-date with the Rules and the requirements of Infinity Rewards by reviewing the Casino Canberra website.

4. MEMBERSHIP CARDS

4.1 A Member is only entitled to one Account and is permitted only one valid Card.

4.2 It is the responsibility of the Member to safeguard their Card and take precautions against the loss, theft, or any unauthorised use, of their Card.

4.3 A Card is valid for use only by the Member to whom it is issued and is not transferable in any circumstances.

4.4 A Member must not give their Card to any other person for use by that person. A breach of this Rule shall be Card misuse which may result in termination or suspension under **Rule 11**.

4.5 In the event of loss, theft or unauthorised use of a Card, the relevant Member must immediately report the loss, theft or unauthorised use (as the case may be) to Casino Canberra. In these circumstances, Casino Canberra will not be responsible for any use of the Card including any redemption of Privileges.

4.6 Casino Canberra may replace a lost, stolen or damaged Card in its absolute discretion and subject to Appropriate Identification requirements.

4.7 Casino Canberra reserves the right to charge a reasonable fee for replacement Cards or to cancel a membership if a Member, in Casino Canberra's opinion, has claimed an excessive number of lost, damaged and/or stolen cards.

4.8 A Card is and will remain the property of Casino Canberra and must be returned or destroyed on request by Casino Canberra.

5. POINTS, COMPS AND BENEFITS - EXCLUSIONS AND RESTRICTIONS

5.1 Exclusions or restrictions on the ability of a Member who is assigned to:

(a) the "Gold", "Ruby", or "Diamond" Tier of membership, to earn Points or claim Privileges are set out in **Rule 2.15**, **Rule 2.17**, this **Rule 5** and/or (if applicable) a Program Information Brochure,[2] and

(b) the "Jade" Tier of membership, to earn Comps or claim Privileges are set out in this **Rule 5** and the terms and conditions of the invitation issued to the Member to join the "Jade" Tier (an '**Invitation**') (refer **Rule 8.7** below).

5.2 Members cannot earn Points or Comps (as applicable) in relation to those exclusions or restrictions or claim Privileges in relation to which those exclusions or restrictions apply.

5.3 Points, Comps and Privileges that Casino Canberra 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 (unless authorised by Casino Canberra in its absolute discretion).

5.4 Subject to **Rule 14**, Casino Canberra shall not be liable in any way for Privileges which are unable to be claimed as a result of a technical malfunction, operator fault, misrepresentation for which Casino Canberra is not responsible, or for any other reason outside of Casino Canberra's reasonable control.

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2 If published (and therefore applicable), a Program Information Brochure will be available at the Guest Services Desk and/or on the Casino Canberra website.

5.5 Privileges cannot be used in conjunction with other discount programs, offers or special events at Casino Canberra, unless otherwise specified in the terms and conditions of a particular discount program, offer or special event.

5.6 All Privileges are subject to availability.

6. EARNING POINTS

6.1 Subject to the Rules (including, without limitation, **Rule 5**), Points are awarded to Members who are assigned to the "Gold", "Ruby" or "Diamond" Tiers of membership based on their play on casino games and for other activities as Casino Canberra may determine from time-to-time as applicable to these Tiers.[3]

6.2 Subject to the Rules (including, without limitation, **Rule 5**) and the Invitations issued to Members, Comps are awarded to Members who are assigned to the "Jade" Tier of membership based on their play on casino games and for other activities as Casino Canberra may determine from time-to-time as applicable to this Tier.[4]

6.3 The basis on which a Member is to accrue Points or Comps (as applicable) will be determined by Casino Canberra at its absolute discretion and may change from time to time. Where Points or Comps are accrued in relation to table game play this will be based on an estimate of the Member's play and Members are bound by these estimates. For the avoidance of doubt, Points and Comps may be accrued on a different basis.

6.4 In order for Points or Comps (as applicable) to accrue to the Member's Account, the Member must have presented or registered his or her Card before the relevant play or activity commences.

6.5 The Member is not permitted to accrue Points, Comps or Privileges as a result of play by a person other than the Member named on the face of the Card. Casino Canberra may, in its absolute discretion, permanently remove all Points or Comps (as applicable) earned in contravention of this **Rule 6**.

6.6 Subject to **Rule 14**, Casino Canberra will not be liable in any way in relation to:

(a) the unavailability of Points or Comps; or

(b) the incorrect accumulation of Points or Comps, as a result of a technical malfunction, operator fault, misrepresentation for which Casino Canberra is not responsible, or for any other reason outside of Casino Canberra's reasonable control.

6.7 Casino Canberra reserves the right to adjust the Member's Points and/or Comps balance (and its calculation of the Points or Comps earned by the Member) and/or any Privileges where such Points, Comps and/or Privileges have accumulated as a result of the reasons set out in **Rule 6.6**.

6.8 Any notice issued by Casino Canberra to the Member specifying the number of Points and/or Comps (as applicable) which have been deemed to accumulate by the Member shall be final and conclusive, subject to any adjustment under this **Rule 6**.

6.9 The Member must regularly check their Infinity Rewards Points and/or Comps balance (as applicable) and notify Casino Canberra of any omissions or discrepancies within thirty (30) days of earning or using the applicable Points or Comps. Casino Canberra may require the Member to confirm in writing the details of the error claimed by the Member and supply any supporting documentation.

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3 Information in relation to the earning of Points is available in the Program Information Brochure.

4 Information in relation to the earning of Comps is available in the Member's Invitation.

7. CLAIMING PRIVILEGES

7.1 Subject to the Rules (including, without limitation, **Rule 2.14**, **Rule 2.17**, and **Rule 5**) and (as applicable) an Invitation, Casino Canberra may allow Members to use their Card for the purpose of claiming Privileges which Casino Canberra has chosen to make available. The Privileges made available by Casino Canberra to Members may vary between the membership Tiers (including, without limitation, in relation to the Points or Comps (as applicable) required to redeem a Reward).

7.2 Casino Canberra's obligation to provide any particular Privilege is limited to its obligations under the Rules and (as applicable) an Invitation. Casino Canberra shall not be liable in any way to the Member in relation to the unavailability or withdrawal of particular Privileges.

7.3 A Member's Points or Comps may not be combined with any another Member's Points or Comps in order to claim Privileges.

7.4 Members claim Privileges at their own discretion. Casino Canberra does not give any warranty or make any representation in relation to the underlying value of any Privilege granted to the Member.

7.5 Title and risk in all goods or services that are claimed by a Member shall pass to the Member upon the Member taking delivery.

Rewards

7.6 In order to exchange Points or Comps (as applicable) for Rewards, which Casino Canberra has made available and for which the Member has accrued the required Points or Comps (as applicable) and met all applicable terms and conditions, the Member must present to Casino Canberra (or the Third Party Offeror) the Member's Card and do such other things as may be required by Casino Canberra (or the Third Party Offeror) including, but not limited to, signature and date of birth verification checks, and/or the presentation of Appropriate Identification.

Benefits

7.7 Casino Canberra may offer Benefits to Members, from time-to-time, in accordance with the Members achieving certain criteria (including, without limitation, a particular level of approved activity recorded on a Member's Card and/or a Member's Tier level).

7.8 The way in which a Member can claim and be awarded Benefits varies, and for further details refer to the Program Information Brochure or (as applicable) an Invitation.

Promotional Offers

7.9 Casino Canberra may offer Promotional Offers from time-to-time. Promotional Offers will vary and are subject to their own specific terms and conditions (which may include only being open to certain Tier(s) of membership or certain Members). Casino Canberra may limit, cap, or exclude the earning of Points or Comps (as applicable) for some Promotional Offers.

8. MEMBERSHIP TIERS AND MEMBERSHIP CYCLE

8.1 There are four (4) Tiers of membership: "Gold", "Ruby", "Diamond" and "Jade". The entry Tier is the "Gold" Tier. All new Members will be automatically assigned to the "Gold" Tier (upon their application for membership being approved) unless otherwise determined by Casino Canberra in its absolute discretion. The "Jade" Tier is by invitation only and the accumulation of Points does not create any obligation on Casino Canberra to issue an Invitation to a Member to join the "Jade" Tier.

Gold, Ruby and Diamond Tiers

8.2 In relation to Members assigned to the Gold, Ruby, and Diamond Tiers, and subject to **Rule 8.5**:

(a) the Points earned by a Member during a Membership Cycle[5] may qualify the Member for a higher Tier in the following Membership Cycle[6]; and

(b) the number of Points required to be earned to qualify for, and retain, the "Gold", "Ruby", and "Diamond" Tiers is published on the Casino Canberra website[7].

8.3 At the end of a Membership Cycle, if a Member of the "Ruby" or "Diamond" Tiers has not met the minimum entry level requirements of the Member's currently assigned Tier level, the Member will be re-assigned to an appropriate Tier level for the following Membership Cycle.

Upgrades

8.4 If Casino Canberra (in its absolute discretion) determines to upgrade a Member to the "Ruby" or "Diamond" Tiers during a Membership Cycle, the Privileges for that Membership Cycle will be issued to the Member on a pro rata basis and cannot exceed that of the new Tier level to which the Member is assigned.

8.5 Any Tier upgrades are at Casino Canberra's absolute discretion and subject to the provision of any information requested in connection with Casino Canberra's security, KYC, and customer due diligence processes (for example, information in relation to the Member's sources of wealth and funds) and Casino Canberra's satisfaction with that information.

Membership Cycle

8.6 Subject to the Member's membership not having been cancelled or terminated:

(a) in the case of new Members who join Infinity Rewards on or after the Effective Date and who are assigned to the "Gold", "Ruby" or "Diamond" Tiers:

(i) the Member's first Membership Cycle commences on the gaming day that the Member's application to become a member is approved and expires Six Months from the first gaming day of the calendar month following the calendar month in which the Member's application to become a Member is approved; and

(ii) each subsequent Membership Cycle of the Member will run for consecutive periods of Six Months;[8]

(b) in the case of existing Members who joined Infinity Rewards prior to the Effective Date and who are assigned to the "Gold", "Ruby" or Diamond" Tiers as at the Effective Date:

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5 Refer to Rule 8.6 below.

6 To determine whether a Member qualifies for the "Gold", "Ruby" or "Diamond" Tiers, the Points earned by the Member during a Membership Cycle is not reduced by any amount of Points that are used by the Member to claim Privileges during the Membership Cycle. In this regard, the Points earned during a Membership Cycle may be different to the Points balance of the Member at the end of the Membership Cycle.

7 As at the Effective Date (and as published on the Casino Canberra website), the Points required to be earned over a Membership Cycle (based on a Membership Cycle of 6 Months) to attain and retain:

- the "Gold" Tier – is between zero and 24,999 Points;
- the "Ruby" Tier – is between 25,000 and 79,999 Points; and
- the "Diamond" Tier – is 80,000 or more Points.

8 For example, if a new Member's application for membership was approved during the gaming day commencing at 12 noon on 8 May 2025:

- the first Membership Cycle for the Member will commence at 12 noon on 8 May 2025 and end at 11:59am on 1 December 2025; and
- the next Membership Cycle for the Member will commence at 12 noon on 1 December 2025 and expire at 11:59am on 1 June 2026.

(i) the Member's current Membership Cycle, as at the Effective Date, is deemed to have commenced on the same day as it had commenced under the previous version of the Rules and to expire Six Months from the day that is the first gaming day of the calendar month following the calendar month in which the Membership Cycle had commenced;[9] and

(ii) each subsequent Membership Cycle of the Member will run for consecutive periods of Six Months; and

(c) in the case of Members who are re-assigned from the "Jade" Tier to the "Gold", "Ruby" or "Diamond" Tiers, they shall revert to the same Membership Cycle they had prior to being assigned to the "Jade" tier (as applicable, according to sub-paragraphs (a) or (b) above).

Jade Tier

8.7 Casino Canberra may invite (at its absolute discretion) a Member to participate in the "Jade" Tier and a Member's assignment to and participation in the "Jade" Tier is subject to:

(a) the Rules and the Invitation issued to the Member (refer **Rules 8.8** and **8.9** below); and

(b) the provision of any information requested in connection with Casino Canberra's security, KYC, and customer due diligence processes (for example, information in relation to the Member's sources of wealth and funds) and Casino Canberra's satisfaction with that information.

8.8 An Invitation shall specify (at a minimum):

(a) the period the Member is to be assigned to the "Jade" Tier (subject to any review according to **Rule 8.10**);

(b) the basis on which the Member may accrue Comps while assigned to the "Jade" Tier;

(c) the Privileges that may be claimed using Comps; and

(d) (in addition to what is set out in the Rules) any exclusions or restrictions on the ability of the Member to:

(i) earn Comps;

(ii) use Points while assigned to the "Jade" Tier; and/or

(iii) use Comps to claim Privileges (including in circumstances where a Member has unused Comps on being re-assigned to the "Gold", "Ruby" or "Diamond" Tiers).

8.9 In the event of any inconsistency between the terms and conditions of an Invitation to a Member and the Rules, the terms and conditions of the Invitation shall prevail.

8.10 Casino Canberra may:

(a) review the assignment of a Member to the "Jade" Tier at any time; and

(b) determine, in its absolute discretion, to re-assign the Member to a different Tier.

9. RETURN OF GOODS AND SERVICES POLICY

9.1 Where a Member's Points or Comps (as applicable) have been used to claim goods, and the return meets Casino Canberra's or the Third-Party Offeror's returns policy (as applicable), the Points or Comps (as applicable) used will be returned to the Member's Card.

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9 For example, if an existing Member's current Membership Cycle (as at the Effective Date) had commenced on 5 April 2024 – this Membership Cycle will expire on 1 November 2024.

9.2 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 the Guest Services Desk before the return transaction can proceed.

9.3 The process in this **Rule 9**, as applicable, will also apply to service refund claims.

10. THIRD-PARTY OFFERS

10.1 Casino Canberra may make available to Members, Third-Party Offers from time-to-time. It is acknowledged that the Third-Party Offers, including any goods or services provided in respect of such offers, are not provided by Casino Canberra but by the third parties as part of Infinity Rewards.

10.2 Subject to **Rule 14** and to the extent permitted by law, Casino Canberra excludes all liability in respect of such Third-Party Offers.

10.3 As Third-Party Offers are made by third parties, Casino Canberra does not make any guarantee, promise or warranty in relation to such Third-Party Offers. To the extent permitted by law, the 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 the Rules.

10.4 Subject to **Rule 14** and to the extent permitted by law, the liability of Casino Canberra and its employees or agents in respect of claiming any goods or services 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 Casino Canberra's option, to:

(a) re-crediting Points or Comps (as applicable); or

(b) repairing, replacing or resupplying the goods or services.

11. TERMINATION AND SUSPENSION

11.1 Casino Canberra may, in its discretion, immediately terminate or suspend (at Casino Canberra's option) a Member's membership of Infinity Rewards and/or cancel any Privileges, Points and/or Comps which that Member has accrued, if any of the following occur:

(a) failure by a Member to materially comply with the Rules or an Invitation;

(b) a breach of **Rule 4.4**;

(c) conduct (whether directly or indirectly) by a Member which is dishonest, fraudulent, offensive, disruptive and/or intimidating to patrons or staff;

(d) conduct by any Member which interferes with, damages or misuses equipment or property;

(e) the death, or bankruptcy of the Member;

(f) at any time the Member is subject to **Rule 2.11**;

(g) the Member has had a cheque payable to Casino Canberra returned by their financial institution (such as where a cheque is dishonoured);

(h) Casino Canberra determines by security, KYC, and/or customer due diligence checks that the Member is not suitable for Membership;

(i) the Member becomes an Employee;

(i) the Member breaches the rules of any game played in the casino; or

(k) Casino Canberra is required to do so by operation of law.

11.2 In the event that a membership is terminated under **Rule 11.1**, the Member must immediately return the Card to Casino Canberra.

12. PRIVACY

12.1 The Member agrees that:

(a) Casino Canberra may collect, use, hold and disclose, for the purposes described in **Rule 12.2**, the information the Member provides on his or her application form and other personal information (including sensitive information) that Casino Canberra collects in relation to the Member's application for, and participation in, Infinity Rewards;

(b) Casino Canberra's Privacy Policy, which is available on the Casino Canberra website, applies to the handling of the Member's personal information (including sensitive information);

(c) Casino Canberra may be required to collect, use and/or disclose certain personal information (including sensitive information) concerning the Member under legislation dealing with the regulation of the casino, anti-money laundering and counter-terrorism financing, taxation and workplace health and safety; and

(d) Casino Canberra and its authorised representatives, Related Entities and Related Bodies Corporate may disclose to each other and to any other person (including third party suppliers, agents, and contractors) who is acting in conjunction with them or any of them or on their behalf, personal information acquired by any of them about the Member or otherwise lawfully obtained by them or their authorised representatives for the purposes described in **Rule 12.2**.

12.2 The purposes referred to in **Rule 12.1** are for each of Casino Canberra and its authorised representatives, Related Entities and Related Bodies Corporate to:

(a) operate and manage Infinity Rewards, including making goods and services and Privileges available to Members;

(b) improve Member service, including by means of research, marketing, product training and development;

(c) market its products or services or the products or services of third parties;

(d) facilitate any third-party providing goods and services to the Member;

(e) comply with a lawful request including a request contemplated by Rule 12.4 of the Rules;

(f) comply or act in accordance with any Australian law including any applicable privacy legislation in force and as amended from time-to time;

(g) conduct security and surveillance and maintain safety at Casino Canberra;

(h) conduct checks in relation to Members which may include KYC checks, customer due diligence checks and identity verification;

(i) facilitating exclusion of the Member from the casino premises (for example, where the Member is subject to a current form of exclusion or has had their invitation to attend Casino Canberra revoked); and

(g) act as otherwise stated in the Casino Canberra Privacy Policy.

12.3 Without limiting the generality of **Rules 12.1** and **12.2**, the Member acknowledges and agrees that Casino Canberra may use, disclose, and share the Member's personal information so that Casino Canberra and its Related Entities and Related Bodies Corporate, and other third parties, can create customer preferences and insights about the

Member for Casino Canberra, its Related Entities and Related Bodies Corporate to offer products and services that may be of interest to the Member.

12.4 On the lawful request of a law enforcement agency or any other competent body or authority, or in compliance with any order of an Australian court or tribunal, Casino Canberra may divulge any information obtained by Casino Canberra and maintained by it in the conduct of Infinity Rewards with respect to the Member.

12.5 Upon request and to the extent permitted or required by law, Casino Canberra will provide the Member with access to, and the ability to correct, their personal information collected by Casino Canberra in accordance with its access procedures as set out in the Casino Canberra Privacy Policy.

Events and Promotional Communications

12.6 By a Member indicating on their Infinity Rewards application form that he or she consents to receiving information regarding events and promotions relating to Casino Canberra which may be communicated or sent by email, mail, SMS or via third parties, the Member agrees that such material may include (but is not limited to), "mail", "regular communications", "great offers", "promotional material", "Promotional Offers" and, where applicable, "offers relating to table games and wagering and related activities" **("Promotional Material")** and the Member consents to receiving Promotional Material in connection with all products and services offered by or on behalf of Casino Canberra or its Related Entities and Related Bodies Corporate or a Third Party Offeror.

12.7 The Member may, at any time, elect to opt-out of receiving any further Promotional Material by using the unsubscribe facility for email correspondence, the opt out facility for SMS messages, or by telephoning Casino Canberra on +61 2 6243-3700, or writing to Casino Canberra at GPO Box 1890, Canberra, ACT 2601.

13. SUSPENSION OR TERMINATION OF INFINITY REWARDS

13.1 Casino Canberra gives no undertaking as to the continuing availability of Infinity Rewards and Casino Canberra may suspend or terminate Infinity Rewards at any time.

13.2 Where possible, Casino Canberra will give at least 30 days' notice to Members of such termination or suspension of Infinity Rewards in accordance with **Rule 3.2**.

13.3 In the event that Infinity Rewards is terminated, all Points or Comps which have not been exchanged for currently available Rewards by the date of termination, will cease to operate and will be cancelled. In addition, all other Benefits which have been accumulated in connection with Infinity Rewards will be deemed to be cancelled if they have not been used by the date that Infinity Rewards has been terminated.

14. LIABILTY

14.1 Nothing in the Rules affects any rights a Member may have and which by law cannot be excluded, including under the *Consumer and Competition Act 2010 (Cth)* (the "Act") and under State and Territory consumer protection legislation. For example, for consumers, services come with non-excludable warranties under the Australian Consumer Law (as set out in Schedule 2 of the Act) that they will be provided with due care and skill and be reasonably fit for their purpose.

14.2 Subject to Rule 14.1, Casino Canberra and its Related Bodies Corporate (including its officers, employees, agents and contractors) are not liable for any damages or any other loss incurred by the Member (including consequential loss), arising under or in connection

with the Rules or Infinity Rewards (including any changes to the Rules or Infinity Rewards), except to the extent that such loss or claim arises from the negligence or wilful misconduct of Casino Canberra and its Related Bodies Corporate or any of their officers, employees, agents or contractors).

15. GENERAL

15.1 Casino Canberra's decisions in relation to Infinity Rewards are final and binding.

15.2 Any tax liabilities and other duties arising from the accumulation and redemption of Points or Comps (as applicable), and the receipt and use of Privileges, are and remain the sole responsibility of the Member.

15.3 For the avoidance of doubt, Casino Canberra reserves its right to waive in respect of any Member or Members (at Casino Canberra's absolute discretion) any right or requirement of the Rules and/or the application of, or compliance with any of the Rules. Any such waiver does not operate as a waiver of such right, requirement, application or compliance if it arises again.

15.4 This document is governed by, and will be construed in accordance with, the laws of the Australian Capital Territory, irrespective of where an application for membership has been completed by the Member or submitted to Casino Canberra. Each party submits to the jurisdiction of the courts of the Australian Capital Territory and of any court that may hear appeals from any of those courts, for any proceedings in connection with this document.

15.5 To the extent that any provision in the Rules is illegal, invalid or unenforceable, then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from the Rules and the remaining provisions of the Rules will continue to have full force

16. DEFINITIONS

In the Rules, unless the context otherwise requires:

- **Account means** the record of a Member's activity relating to Infinity Rewards, their Points and/or Comps and their membership details;
- **Appropriate Identification** means such current and valid forms of identification from an individual or Member as Casino Canberra requires in its absolute discretion from time-to-time in connection with the operation of Infinity Rewards. Such Appropriate Identification must be valid and current and as a minimum comply with customer identification procedures in the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)*;
- **Benefits** means the benefits available to Members as specified in the Program Information Brochure or an Invitation excluding Rewards and Promotional Offers;
- **Card** means a tangible card validly issued by Casino Canberra to a Member which is connected to the Member's Account;
- **Casino Canberra** means Casino Canberra Limited ACN 051 204 114 whose principal place of business is at 21 Binara Street, Canberra, in the Australian Capital Territory;
- **Comps** means any "comps" which the Member may have accumulated as a Member assigned to the "Jade" Tier and as further defined in an Invitation issued to the Member.
- **Effective Date** has the meaning given to that term in **Rule 1.2**;
- **Employee** has the following meanings:
  - » full time, part-time or casual employees of Casino Canberra and each Related Body Corporate;

- » contractors of Casino Canberra holding a casino employee licence pursuant to the *Casino Control Act 2006 (ACT*); or
- » any other person expressly prohibited by Casino Canberra.

- **Infinity Rewards** means Casino Canberra's customer loyalty program, known as "Infinity Rewards";
- **Invitation** has the meaning given to that term in **Rule 5.1(b)**;
- **KYC** means 'Know-Your-Customer';
- **Member** is a person who has applied for and has been approved by Casino Canberra as a member of Infinity Rewards;
- **Membership Cycle** means the period described in **Rule 8**;
- **Points** means any points (and includes any substitute as determined from time-to-time by Casino Canberra in its absolute discretion) which the Member may have accumulated as a Member assigned to the "Gold", "Ruby" or "Diamond" Tiers;
- **Privileges** means the goods and/or services that are available to Members including Benefits, Rewards, Promotional Offers and Third-Party Offers;
- **Program Information Brochure** means an information brochure that describes key elements of the Privileges available and some of the exclusions and restrictions applicable under Infinity Rewards (as published in hardcopy form and/or online on the Casino Canberra website);
- **Promotional Offers** means ad hoc and/or targeted offers and benefits open to specified Members, groups of Members, or all Members, that may change at Casino Canberra's discretion from time-to-time;
- **Related Entity** and **Related Body Corporate** have the same meanings as those in the *Corporations Act 2001 (Cth)*;
- **Rewards** means the goods and/or services made available to Members in exchange for Points or Comps;
- **Rules** means these Rules as amended from time-to-time (including any related terms and conditions contained in a Program Information Brochure, other promotional material relating to Infinity Rewards, and any policies or guidelines adopted by Casino Canberra from time-to-time in its absolute discretion that apply to the conduct of Infinity Rewards, but not including an Invitation issued to a Member);
- **Six Months** means a period beginning at 12 noon on any day of one of the calendar months and ending:
  - » at 11:59am on the corresponding day of the calendar month six months hence; or
  - » if there is no such corresponding day—at 11:59am on the day after the end of the calendar month six months hence.

  Examples:

  1 The period beginning at 12 noon on 1 May 2025 and ending at 11:59am on 1 December 2025.

  2 The period beginning at 12 noon on 30 August 2025 and ending at 11:59am on 1 March 2026.

- **Tier** means the Casino Canberra assigned level of membership for a Member under Infinity Rewards;
- **Third-Party Offers** means offers made as part of Infinity Rewards but which are provided by third party suppliers of goods and/or services; and
- **Third Party Offeror** means the person making a Third-Party Offer.