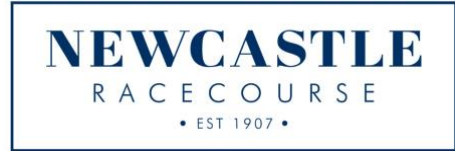


# Ascot VIP Rewards Program Terms & Conditions



## Important information about the Ascot VIP Rewards Program

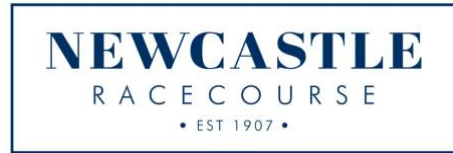
Effective Date: 7 July 2018

Newcastle Jockey Club is pleased to introduce the Ascot VIP Rewards Program for the 2018/19 season.

We encourage each Ascot VIP Rewards participant to read the terms and conditions below. In addition, we wish to highlight the following points:

- The Ascot VIP Rewards Program commences on 7 July 2017 and rewards participants for their spend in the Ascot Bar of the Newcastle Racecourse.
- Ascot VIP is an enduring program that continues from financial year to financial year.
- Ascot VIP points do expire on 30 June each year?
- Please refer to the full terms and conditions below and [newcastleracecourse.com.au](http://newcastleracecourse.com.au) for more information about the program.

# Ascot VIP Rewards Program Terms & Conditions



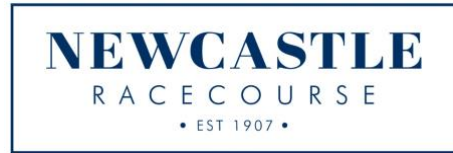
**Effective Date: 1 July 2017**

These terms and conditions (as amended from time to time by NJC) will apply on and from the above Effective Date to the Ascot VIP Rewards program launched on 7 July 2018 and to all Ascot VIP Rewards points earned by participants after that date.

## **1. Introduction**

- 1.1 These Terms and Conditions form the basis of the Ascot VIP Rewards program, together with the conditions of entry. It is the participants responsibility to read and understand all relevant documents.
- 1.2 These Terms and Conditions govern all aspects of the Program and every participant is bound by them. By signing up for the Ascot VIP Rewards program the participant accepts these Terms and Conditions (as amended from time to time) on each occasion the participant uses their Ascot VIP Card or claims or utilises a Reward or Benefit or does anything else contemplated by these Terms and Conditions, or attempts to do any of these things.
- 1.3 Every effort has been made to ensure that the information provided to participants in relation to Ascot VIP Rewards is correct. The NJC is in no way responsible or liable if any information provided to participants concerning Ascot VIP Rewards is inaccurate or incomplete.
- 1.4 NJC reserves the right to change the Program and/or these Terms and Conditions at any time at its discretion in accordance with section 10 below. The version of these Terms and Conditions published on the NJC website from time to time is the current version and will bind all participants.
- 1.5 These Terms and Conditions are for the benefit of each Ascot VIP participant and NJC.
- 1.6 These Terms and Conditions are governed by and will be constructed in accordance with the law in force in the State of New South Wales, Australia. The participant should note their rights under the Competition and Consumer Act 2010 (Cth) and

# Ascot VIP Rewards Program Terms & Conditions



relevant State and Territory legislation which cannot be contracted out of by the NJC. Nothing in these Terms and Conditions either limits, or purports to limit, these rights.

- 1.7 NJC includes its employees and representatives. References to “we”, “us” and “our” are references to NJC.

## 2. Definitions

*Base Rate* means the number of Standard Points earned by a participant for an Eligible Transaction. The base rate is currently set at 10 points per \$1 spent (per section 5 below).

*Benefits* means any of the facilities, discounts, products, upgrades, services, or arrangements offered by NJC (including Rewards) available to the participant from time to time under Ascot VIP Rewards.

*Bonus Points* means Program points that are awarded for participation in a NJC or Partner Promotion (excluding Standard Points). Bonus Points are separate to Standard Points but both are Points. Bonus Points are earned at the rate specified in the relevant Promotion (which may be different to the Base Rate).

*Club Rules* means the rules of NJC as amended from time to time in relation to any aspect of the NJC's operations, including (without limitation) its Constitution, By-laws and conditions of entry.

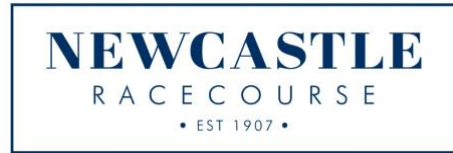
*Dollars* means Australian dollars.

*Eligible Transaction* means a transaction (as described in section 5 below) by which a participant makes a purchase from NJC that NJC has notified a participant is eligible to earn Points and, at the time of the transaction, the participant has successfully scanned their Ascot VIP Card.

Other exclusions are described in section 5 below and NJC may notify participants of other transactions that are or are not Eligible Transactions from time to time at its discretion in accordance with section 11 below.

*E-ticket* means an electronic ticket that can be printed and scanned through the gate entry at Newcastle Racecourse.

# Ascot VIP Rewards Program Terms & Conditions



*Feature Race Days* means Newcastle Spring Racing Carnival, Newcastle Newmarket Race Day and the Boxing Day Races.

*Participant* means a person who is a current Ascot VIP card holder and has willingly agreed to participate in the Ascot VIP reward program.

*Ascot VIP Number* means the Ascot VIP card number associated with a participant's card.

*Members' Reserve* means the facilities within the Racecourse that are accessible only by Members and their guests.

*Ascot VIP Card* means the non-transferable card issued to a participant for use in the Ascot VIP reward program.

*Outix* means ticket booking platform Newcastle Jockey Club utilises for ticket bookings. Fees apply.

*NJC* means Newcastle Jockey Club ABN 13 000 002 513.

*NJC Administration* means the Newcastle Jockey Club Administration which can be contacted on (02) 4961 1573.

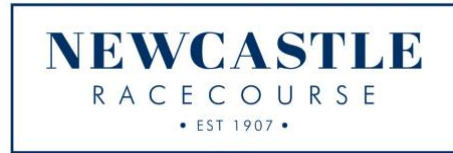
*NJC website* means [newcastleracecourse.com.au](http://newcastleracecourse.com.au)

*Oncourse spend* means purchases at Point of Sale terminals throughout the permanent facilities (as notified by NJC from time to time) within the Racecourse.

*Partner* means an official partner or sponsor of NJC (as nominated by NJC from time to time) that is an organisation with whom NJC has an agreement concerning:

- (a) NJC crediting to participants certain Bonus Points or Benefits (where applicable) on behalf of that organisation as a result of certain eligible transactions involving that organisation's products or services; and/or
- (b) that organisation supplying other Rewards or Benefits to participants as agreed with the NJC.

# Ascot VIP Rewards Program Terms & Conditions



*Point of Sale* means NJC sales terminals located within the Racecourse as published (and as amended) by NJC from time to time.

*Points or Ascot VIP Rewards points* means points in the Ascot VIP Rewards program and includes Standard Points and Bonus Points (collectively) unless otherwise stated.

*Program* means Ascot VIP Rewards (as defined below).

*Promotion* means an opportunity to earn (a) Bonus Points or another Benefit through a particular transaction or activity or behaviour that NJC has notified participants is a Promotion or eligible to earn Bonus Points or the Benefit, on terms specified by the NJC from time to time.

*Racecourse* means Newcastle Racecourse, Darling Street, Broadmeadow NSW 2292 and Cessnock Racecourse, Racecourse Road, Cessnock NSW 2325.

*Race meeting* means a race meeting conducted by NJC at Newcastle Racecourse or Cessnock Racecourse.

*Ascot VIP Rewards* means the loyalty program of that name operated by NJC on and from 7 July 2018 by which participants can earn Points and Benefits under the Terms and Conditions, together with the Club Rules and any other Program rules and other communications provided to participants from time to time.

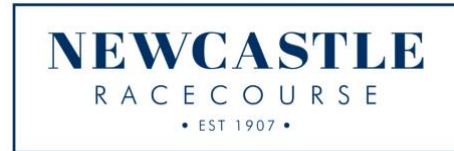
*Financial Year* means the period from 1 July to 30 June inclusive.

*Redemption* means (a) the exchange of Points for a Reward or through offers made to participants from time to time.

*Reward* means any voucher, pass, merchandise item, NJC product or service, Partner product or service, or other reward obtained by a participant through the redemption of Points under Ascot VIP Rewards.

*Standard Points* means Program points issued at the Base Rate for spend on Eligible Transactions (including any GST but excluding tips and any spend using vouchers or redeeming Points).

# Ascot VIP Rewards Program Terms & Conditions



*Terms and Conditions* means these Terms and Conditions as amended from time to time.

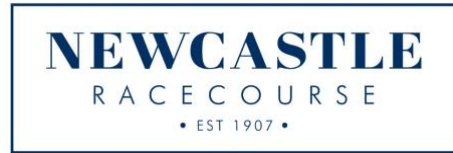
### **3. Participation in Ascot VIP Rewards**

- 3.1 Subject to these Terms and Conditions, all patrons are eligible to participate in Ascot VIP Rewards.
- 3.2 Employees, directors, contractors, suppliers and other representatives of NJC and organisations or individuals involved in supplying products or services to NJC or providing sponsorship benefits to the Ascot VIP Rewards program, and the aforementioned parties' immediate families, are not eligible to participate in Ascot VIP Rewards.
- 3.3 Each participant shall remain responsible for advising NJC of any change of name or address. Changes can be made by contacting NJC Administration.
- 3.4 Should a participant be suspended for any reason in accordance with the Club Rules, their Ascot VIP Rewards account will be inaccessible for the duration of the suspension. Despite any such suspension, Point expiry rules will still apply, per section 6 of these Terms and Conditions.
- 3.5 Participation in Ascot VIP Rewards will cease upon request from a participant (including by death) or advising NJC of that person's wish to be excluded from the Program, and upon such cessation all Points and Benefits will be cancelled from the date of cessation.

### **4. Use of Ascot VIP Reward Card**

- 4.1 A participant's Ascot VIP Rewards Card is required to be used by the participant in Eligible Transaction spends and participation in any Promotion (as required by the terms of the Promotion) at Race meetings in order for Standard Points and Bonus Points to be allocated to that participant under Ascot VIP Rewards.
- 4.2 It is the sole responsibility of the participant to bring their Ascot VIP Rewards Card to the Race meeting and to ensure that their Ascot VIP Rewards Card is scanned as required. No retrospective on course spend amendments, recognition of Eligible

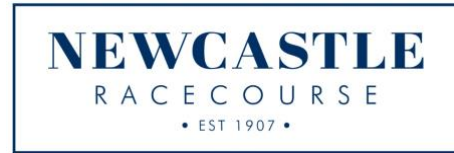
# Ascot VIP Rewards Program Terms & Conditions



Transactions, or participation in Promotions, will be made for participants who do not adhere to the above conditions at the time of processing the relevant transaction (as the case may be).

- 4.3 The Ascot VIP Rewards Card is and shall remain the property of NJC and must be returned on demand. It is not a payment or credit card.
- 4.4 The Ascot VIP Rewards Card is valid for use only by the participant and is not transferable under any circumstances.
- 4.5 The Ascot VIP Rewards Card is valid for use only during the Racing Season for which the participant has joined the program.
- 4.6 NJC reserves the right to require the participant to produce their Ascot VIP Rewards Card at any time while making an Eligible Transaction or claiming or utilising any Rewards or Benefits.
- 4.7 In the event of loss or theft of an Ascot VIP Rewards Card, it is the responsibility of the participant to immediately advise NJC.
- 4.8 NJC will not be liable for misuse of a lost or stolen Ascot VIP Rewards Card or for any delay in providing a replacement card.
- 4.9 Replacement Cards - If a participant requires a replacement Ascot VIP Rewards Card, a replacement card fee of \$5.00 (GST inclusive) will be charged, subject to section 4.10 below.
- 4.10 Replacement Card fee waivers - The replacement card fee will be waived upon request by the participant under the following circumstances: (a) Stolen Card - police report or reference number required. (b) Faulty Card - card has inoperable barcode.
- 4.11 By using the Ascot VIP Rewards Card or Ascot VIP Rewards Number, or by claiming any Reward or Benefit, the participant agrees to be bound by the Terms and Conditions and provides the consents specified in section 16 relating to Privacy.

# Ascot VIP Rewards Program Terms & Conditions

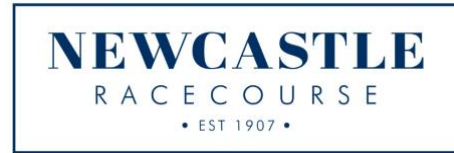


## 5. Earning Standard Points and Bonus Points

- 5.1 Subject to section 5.3, a participant may earn Standard Points at a Base Rate of 10 Point per \$1 spent on Eligible Transactions (including any GST but excluding tips and any spend using vouchers or by redeeming Points) but only when: (a) transacting at permanent Point of Sale terminals within the Ascot Bar or other POS outlet as determined by the NJC from time to time, where Ascot VIP Rewards Cards can be scanned (Points can only be earned at outlets where Ascot VIP Rewards Cards can be scanned) and scanning their Ascot VIP Rewards Card.
- 5.2 Subject to section 5.3, Participants may earn Standard Points on Eligible Transactions for purchasing hospitality
- 5.3 The following transactions and categories of spend with NJC (or spend at the following venues, as the case may be) are NOT Eligible Transactions and therefore are excluded from earning Ascot VIP Rewards Points:
- (a) Subcontracted events and festivals;
  - (b) Non-race day functions;
  - (c) General admission ticketing;
  - (d) Any on course spend at Point of Sale terminals outside of the Ascot Bar or at an unauthorised POS terminal.
  - (e) any tips or gratuities;
  - (f) any spend on purchases or transactions paid for using vouchers or by redeeming Points;
  - (g) any purchase or transaction made at a point of sale that does not allow Ascot VIP Rewards Cards to be scanned;
  - (h) any third party booking fee (such as Outix); and
  - (i) any other purchase or transaction as notified by NJC from time to time (including on the NJC Website). (\* Products may be eligible for Bonus Points from time to time.) See the NJC website and applicable Ascot VIP Rewards communications for further information on transactions that are not eligible to earn Points.
- 5.4 Up to date details on Eligible Transactions and Bonus Point Promotions are set out on the NJC website.
- 5.5 To earn Points on Eligible Transactions in permanent food and beverage outlet Points



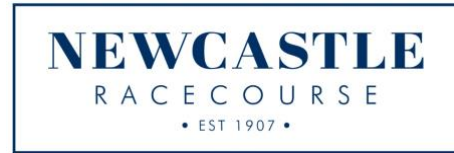
# Ascot VIP Rewards Program Terms & Conditions



of Sale in the Ascot Bar, participants must ensure their Ascot VIP Rewards Card is swiped at the participating outlet Point of Sale. It is the responsibility of the participant to scan their Ascot VIP Rewards Card during the transaction before the staff member has cashed the transaction off. The participating outlets and Points of Sale on individual race meetings may vary between race days.

- 5.6 NJC may change the Base Rate at any time, or vary the Base Rate by tier, in accordance with section 10 below. There is no cap to the number of Ascot VIP Rewards points a participant can earn.
- 5.7 For the purposes of allocating Points, Eligible Transactions spend will be rounded up to the nearest dollar (if the total is 50 cents or more) or down to the nearest dollar (if the amount is 49 cents or less) at the end of each transaction.
- 5.8 Standard Points for Eligible Transactions will ordinarily be allocated to a participants Ascot VIP Rewards account within five business days after the relevant transaction, except that Standard Points earned for Eligible Bonus Points will ordinarily be allocated to the participants Ascot VIP Rewards account within one week after completion of the relevant Promotion.
- 5.9 A participant may also earn Bonus Points from time to time, as made available by NJC and Partners, for participation in Promotions (including for making Eligible Transactions as part of a Promotion) on the terms published from time to time by the NJC or Partner and the applicable terms set out in section 17 of these Terms and Conditions. The rate at which Bonus Points are issued will be determined by NJC.
- 5.10 Points will not be awarded in relation to any Eligible Transaction that is cancelled or refunded or the relevant product or service is returned. NJC may cancel or deduct any Points that have been awarded in relation to cancelled, refunded or returned Eligible Transactions or products or services.
- 5.11 Except as provided elsewhere in these Terms and Conditions, or as otherwise specified by NJC, Points will be credited only to the account of the participant who made the Eligible Transaction.

# Ascot VIP Rewards Program Terms & Conditions

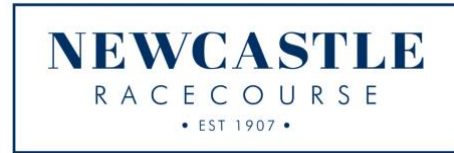


- 5.12 The basis upon which participants may be permitted to accumulate Standard Points (including any formulae for accruing Points) shall be determined by NJC in its sole and absolute discretion and may change from time to time in accordance with section 10 below.
- 5.13 Ascot VIP Rewards points are not money, cannot be transferred or exchanged or refunded for money and cannot be used by any person other than the participant who accumulated the Points. Points are not subject to participants direction, control or other entitlement (except as expressly stated herein) and cannot be redeemed for cash. Ascot VIP Rewards points cannot be purchased.
- 5.14 It is the participants responsibility to ensure that their Ascot VIP Rewards Card has been:
- (a) (b) properly scanned at the Point of Sale terminal when making an Eligible Transaction at a Point of Sale, prior to the transaction being cashed off by the staff member.
- If a participant experiences any issues with this process at a NJC Race meeting, it is the responsibility of the participant to advise the bar/ outlet staff at the time of purchase and request a receipt; they will instruct you to contact the Administration on (02) 4691 1573 and a NJC representative will award the Points to your account. No Points amendments will be made after the race day and no Points or other benefits will be allocated for transactions not recorded against a participants Card on the relevant day.
- 5.15 NJC will not be liable in any way in relation to the unavailability of Points which fail to accumulate as a result of Partner error, technical malfunction, or by reason of operator fault, misrepresentation or any other reason beyond the reasonable control of NJC.
- 5.16 NJC reserves the right to adjust a participant's Points balance and to withdraw or alter any Benefits or Rewards where such Points, Benefits or Rewards have accumulated as the result of any error, technical malfunction, operator fault, misrepresentation or any other reason, including any act or omission (including negligence) by NJC or a Partner.
- 5.17 Any notice issued by NJC to the participant specifying the number of Standard Points or Bonus Points accumulated by the participant may be adjusted by NJC by any

# Ascot VIP

## Rewards Program

### Terms & Conditions



subsequent notice.

#### 5.18 Bonus Points and other Promotions:

(a) NJC may from time to time enter into arrangements with its Partners in relation to the awarding of Bonus Points or other Benefits to participants on behalf of those Partners. Such arrangements may change from time to time and may include the awarding of Bonus Points for participation in Promotions, or as purchasing incentives. Those Bonus Points and/or Benefits are earned in accordance with the terms and conditions offered by the Partner, and are subject to change.

(b) NJC may, from time to time, also offer other arrangements or approve other ways in which participants may earn Points and Benefits. Additional terms and conditions applicable to earning those Points and Benefits will be made available through the NJC website.

(c) participants should check all applicable terms and conditions with the relevant Partner or on the NJC website or by calling NJC Administration before participating in any such Promotion or purchasing the applicable products or services.

5.19 NJC reserves the right to personalise offers of Benefits or Points to individual or groups of participants, to offer different Base Rates or other Point earn rates or Benefits (or applicable terms and conditions) to different participants, and participants acknowledge that not all participants will receive the same offers.

#### 6. Points Expiry

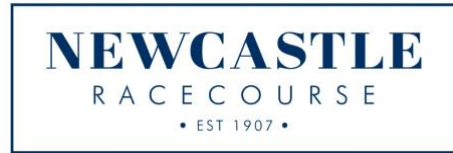
6.1 Points accumulated through the Ascot VIP Rewards Program expire 30 June each year. Points cannot be re-credited or used once they have expired. For example, Points awarded on 21 May 2018 will expire on 30 June 2018.

#### 7. Awarding of Points

7.1 There may be some delay between an Eligible Transaction at a NJC Race meeting and the awarding of Points. NJC will take all reasonable steps to limit such delays beyond the reasonable processing time, but will not be liable in the event of delays which are not within its reasonable control.

7.2 Bonus Points will ordinarily be awarded within one week after the Promotion end date

# Ascot VIP Rewards Program Terms & Conditions



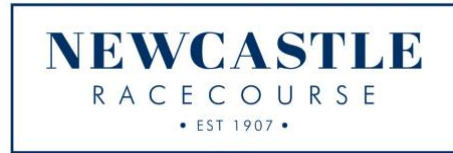
but the NJC and Partners will not be liable in the event of delays which are not within their reasonable control.

- 7.3 Participants can check their Ascot VIP Rewards points balance when making a purchase or by calling NJC Administration.
- 7.4 Except as expressly stated otherwise in these Terms and Conditions, participants cannot pool or combine their Ascot VIP Rewards points with those of other participants and Points cannot be assigned, transferred, or otherwise made available for the benefit of any other person or legal entity.

## **8. Benefits and Rewards**

- 8.1 Ascot VIP Rewards participants may also from time to time have access to a suite of Partner offers and discounts (as published by NJC from time to time). These offers will be accessible through the NJC website, will vary from time to time, and are provided by Partners by arrangement with NJC. Such Benefits offered by Partners are earned in accordance with the terms and conditions offered by the Partner, and are subject to change. Those terms and conditions will be made available through the NJC website. Participants should check all applicable terms and conditions with the relevant Partner or on the NJC website or by calling NJC Administration before participating in any such offer or purchasing the applicable products or services.
- 8.2 NJC may at any time and without prior notice change the Benefits and Rewards that are to be made available or offered to participants. NJC shall have no obligation to make available or offer any particular Reward or Benefit.
- 8.3 Except as required by law, NJC shall not be liable in any way to any participant in relation to the availability or withdrawal of a particular Benefit or Reward that may have been previously displayed or promoted as being available. NJC will not be liable for any failure to offer any particular Benefit or Reward.
- 8.4 Benefits and Rewards cannot be used in conjunction with other discount programs, offers or special events, whether run by NJC or a third party, unless otherwise approved by NJC or specified in the terms and conditions of a particular discount program, offer or special event.

# Ascot VIP Rewards Program Terms & Conditions



8.5 Benefits and Rewards cannot be assigned, transferred, or otherwise made available for the benefit of any other person or legal entity.

## **9. Redeeming Rewards and Benefits**

9.1 A participant may redeem their Ascot VIP Rewards points as soon as they have sufficient Points for an available Reward redemption item.

9.2 Provided that the participant has the required number of Points, NJC may allow participant to redeem their Ascot VIP Rewards points for Rewards which the NJC, in its sole and absolute discretion, chooses to make available at the time of redemption. Once redeemed, Ascot VIP Rewards points will be subtracted from the participants account. Reward and Benefit availability is limited.

9.3 Participants acknowledge that terms and conditions apply to Reward items obtained by redeeming Points, which terms and conditions shall be made available at the time of redemption, and include the following:

(a) Reward items (such as dining experiences) are limited and are offered subject to availability;

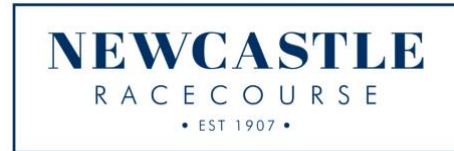
9.4 The redemption of any Points, Reward or Benefit is subject to the participant having the sufficient Ascot VIP Rewards points balance, at the time of the redemption request.

9.5 The terms and conditions upon which Ascot VIP Rewards points may be redeemed for Rewards, including the number of Ascot VIP Rewards points required to be accumulated for any Reward or redeemed for any particular Reward, shall be determined by NJC in its sole and absolute discretion, and may be amended or changed by NJC without notice.

9.6 Additional terms regarding the redemption of Ascot VIP Rewards points for particular types of Rewards are set out in the terms published by or on behalf of NJC from time to time on the NJC website. Where there is inconsistency between these Terms and Conditions and any other terms and conditions published on the NJC website, these Terms and Conditions prevail.

9.7 Except as required by law, Rewards will not be replaced if stolen, lost, damaged,

# Ascot VIP Rewards Program Terms & Conditions



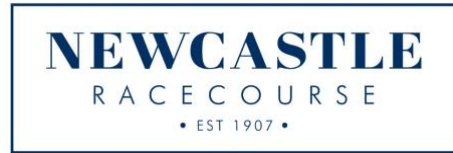
destroyed or otherwise altered after delivery to the delivery address nominated by you. Neither NJC nor a Partner will accept a Reward where the product is no longer of merchantable quality due to any act or omission on the participants part, including where the Reward has been damaged by use for a purpose for which it was not intended while in the participants possession.

- 9.8 In addition to any statutory rights a participant may have and which cannot be excluded by these Terms and Conditions, a participant may return any Rewards which are faulty, damaged or unfit for use within 21 working days of delivery. If a participant requests a refund in respect of any such Reward, which is demonstrated to be faulty, damaged or unfit for use, NJC will return the Points within the 21 working days period and make the necessary adjustments the participants Ascot VIP Rewards account. Adjustments to Points may take up to 7 working days.
- 9.9 It is the responsibility of each participant, at point of purchase or any other means that NJC may make available, to keep track of all redemptions made against their Ascot VIP Rewards account and ensure that sufficient Points are held in credit to cover any Rewards redemption requests. Participants must report any unauthorised Reward claims or discrepancies from their account within 60 days of the occurrence.

## **10. Changes to the Program**

- 10.1 NJC reserves the right to change the Program and/or these Terms and Conditions at any time at its discretion.
- 10.2 NJC shall use all reasonable endeavours to notify participants:
- (a) of any changes to the Program and/or these Terms and Conditions; and
  - (b) at least 30 days in advance of any changes to the Program and/or these Terms and Conditions that materially reduce the benefits available to all or most participants under the Program, but NJC shall not be liable in any way for any failure to do so.
- 10.3 Each participant agrees that posting details of any change to the Program on the NJC website shall be sufficient notice for the purposes of this section 10.

# Ascot VIP Rewards Program Terms & Conditions



## **11. Cancellation or Transfer of Rewards and Benefits**

- 11.1 Rewards and Benefits made available under the Ascot VIP Rewards program cannot be transferred or cancelled by the participant once they have been issued.
- 11.2 Participants who elect not to use a Reward or Benefit once it has been issued will not be entitled to any credit or reinstatement of Points or Benefits. The Reward will be deemed forfeited.

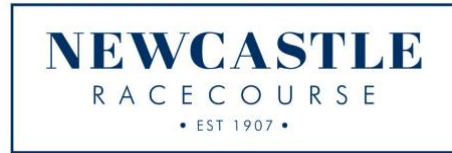
## **12. Goods & Services Tax (GST)**

- 12.1 Ascot VIP Rewards subscription payments paid by participants are subject to GST.
- 12.2 Awarding Points - NJC does not charge GST on the awarding of points to participants. However, the goods and services purchased which give rise to the awarding of points may be subject to GST.
- 12.3 Redeeming Points - NJC does not charge GST on any Points redeemed for goods and services provided through the Ascot VIP Rewards program.
- 12.4 This information relates to Ascot VIP Rewards only and should not be taken as a guide to the GST impact on other loyalty programs.
- 12.5 All other taxes and duties that may be payable in respect of a patron's participation in the Program or the claiming or use of a Reward or Benefit are the sole responsibility of the participant.

## **13. Termination of Ascot VIP Rewards**

- 13.1 NJC gives no warranty as to the continuing availability of Ascot VIP Rewards.
- 13.2 Subject to section 10, NJC expressly reserves the right to terminate, suspend or change Ascot VIP Rewards at any time without notice. These changes may affect any features of Ascot VIP Rewards and these Terms and Conditions.
- 13.3 In the event that the Ascot VIP Rewards program ceases to operate, all Ascot VIP Rewards points that have not been exchanged for available Rewards or Benefits within

# Ascot VIP Rewards Program Terms & Conditions



30 days of NJC issuing a notice of the cessation to participants, will be cancelled. In addition, all Rewards, Benefits and Tier Status entitlements that have been accumulated in connection with the Ascot VIP Rewards program will be deemed to be cancelled if they have not been issued or used by the same date.

## **14. Termination of Patron Participation**

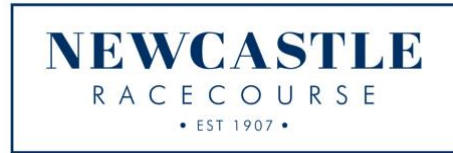
- 14.1 A participant may terminate his/her participation in Ascot VIP Rewards at any time by notifying NJC in writing that he/she does not wish to participate further in the Program.
- 14.2 NJC reserves the right at any time in its absolute discretion to suspend or terminate a patron's participation in Ascot VIP Rewards for reasonable cause, which shall include any breach of these Terms and Conditions.
- 14.3 Each Participant agrees that he/she will not:
- (a) act in a way which breaches these Terms and Conditions;
  - (b) transact using their Ascot VIP Rewards Card while intoxicated or act in an offensive manner toward any other patron any NJC staff member or any other member of the public;
  - (c) abuse or misuse the Ascot VIP Rewards Program, any Rewards, Benefits, facilities or services arrangements awarded to the participant as a result of their participation in the program;
  - (d) engage in illegal or fraudulent activities; or
  - (e) supply or attempt to supply false or misleading information, or make a misrepresentation to NJC.
- 14.4 All Points, Benefits and Rewards to which the participant is entitled at the time of termination of the patron's participation in Ascot VIP Rewards shall be forfeited upon termination and will not be reinstated.

## **15. General**

- 15.1 If any part of a scheduled Race meeting including any race, performance, event or any other element of the Race meeting is cancelled, abandoned, postponed or relocated, in whole or in part, due to adverse weather conditions or for any other cause beyond NJC's control, there is no right to refund, exchange or credit and no obligation is



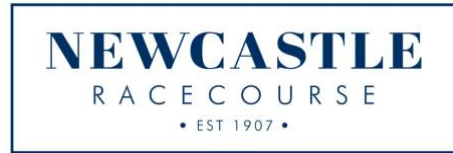
# Ascot VIP Rewards Program Terms & Conditions



assumed by NJC for the arrangement of a substitute event, performance or any other element.

- 15.2 Programs, menus, duration and timing may be subject to alteration without notice. NJC reserves the right to vary, add, withdraw or substitute advertised programs, menus and facilities.
- 15.3 In the absence of manifest error, NJC's determination regarding any matter under these Terms and Conditions is conclusive and will not be disputed by a participant.
- 15.4 All conditions and warranties, whether expressed or implied and whether arising under statute or otherwise, as to the condition, suitability, quality, fitness or safety of any goods or services supplied under the Ascot VIP Rewards program are expressly excluded to the full extent permitted by law. Any liability that NJC may have to a participant under statute in respect of such goods and services which cannot be excluded is limited, where permitted, to:
- (a) supplying, or paying the cost of supplying, the services again, or
  - (b) replacing or repairing, or paying the costs of replacing or repairing, the goods; or
  - (c) supplying equivalent goods or services,
- at the NJC's sole discretion.
- 15.5 Subject to section 15.4, any liability that the NJC may have to a participant whether for negligence, breach of contract or otherwise is limited:
- (a) in the case of any claim relating to Points, to crediting that number of Points to the participants account;
  - (b) in the case of any claim relating to a Reward, to crediting to the participants account the number of Points published by NJC as required to be redeemed to claim that Reward; or
  - (c) in any other case, providing Benefits or other goods or services to the value of the claim.
- 15.6 Each participant agrees that to the extent that NJC is required to provide notice of any matter or to publish any matter to participants under these Terms and Conditions or otherwise, posting details of that matter on NJC website shall be sufficient notice (or publication as the case may be) of that matter to the participant and it is the participants responsibility to stay up to date with the Program by regularly reviewing

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those matters notified/published on the NJC website.

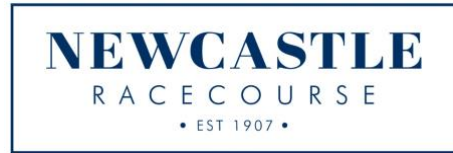
## 16. Privacy

- 16.1 Each participant agrees that participants' personal information will be managed in accordance with Club Rules and the NJC's Privacy Policy as published from time to time on the NJC website, together with any privacy notices issued (by the NJC or third parties on behalf of the NJC) in connection with the Program or specific Rewards or events.
- 16.2 In addition, each participant hereby consents to the personal information NJC or any Partner collects about the participant in connection with Ascot VIP Rewards (including in connection with the participants transactions with NJC or any Partners) being collected, held, disclosed and used by NJC, its service providers and Partners for the purpose of:
- (a) meeting any NJC or Partner commitments to participants;
  - (b) disclosing that information to any third-party service provider whom NJC or Partner engages to assist in meeting commitments to participants;
  - (c) providing participants with tailored marketing about NJC and third-party products that NJC considers will be of interest to participants;
  - (d) tracking the spend and behaviour of the participant in connection with the Ascot VIP Rewards program; and
  - (e) improving the customer service provided to participants, including by means of research, marketing, product development and planning.
- 16.3 Each participant acknowledges that data will be collected as part of Ad hoc offers (as defined at section 17.1), including race day prize draws. Such data may include personal information (and may include the location of the participant and the fact that the participant attended a particular race day), and (in addition to that data being used in accordance with section 16.2) the participant consents to such personal information being:
- (a) used for the purposes of the relevant Ad hoc offer or Promotion and tracking the spend and behaviour of the participant to assist with developing the design of the Ascot VIP Rewards program; and
  - (b) disclosed to any third-party service provider whom NJC engages to provide data analysis services.

# Ascot VIP

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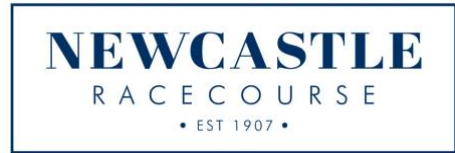
#### 17. Ad hoc offers

17.1 NJC may from time to time offer all or some participants other Benefits and/or Bonus Point opportunities (or ways to earn Benefits or Point redemption opportunities) on an ad hoc basis (Ad hoc offers). Such Ad hoc offers are usually one off or time constrained or temporary offers that are communicated to participants from time to time (for example, 2 for 1 offers etc).

17.2 Unless determined otherwise by NJC in its sole discretion, the following additional terms and conditions apply to any such Ad hoc offers:

- (a) Each Ad hoc offer is valid on the dates specified by NJC or, if no such dates are specified, the offer is valid only on the day that the offer is sent to the participant;
- (b) Each Ad hoc offer is personal to the participant it is sent to and cannot be transferred to or accepted by any other participant;
- (c) Any Ad hoc offer that includes or relates to an offer of an alcoholic beverage will only be satisfied if it can be satisfied in accordance with NJC's obligations for responsible service of alcohol. NJC promotes the responsible service of alcohol and any patron wishing to take up such an offer must be 18 years or over;
- (d) Ad hoc offers are only available to reward program participants and not their guests or any third parties;
- (e) Ad hoc offers may be made to one or more participants, or a limited number of participants, at NJC's discretion;
- (f) NJC may place limitations on Ad hoc offers in terms of the number of times an offer can be accessed by a participant or the time during which they are available. Limitations for each offer will be communicated by NJC prior to the offer being made available;
- (g) Participants must scan or provide their Ascot VIP Rewards Card to take up an Ad hoc offer at the specified Point of Sale (or permanent retail outlet);
- (h) Where an Ad hoc offer relates to a race day prize draw:
  - (i) Participants must, during the relevant promotion period stated in the race day prize draw's terms and conditions, swipe their Ascot VIP Rewards Card at the designated permanent retail outlet Point of Sale in the Ascot Bar when making the required purchase (e.g. food and beverage purchase) before the staff member has cashed the transaction off. It is the responsibility of the participant to scan their Ascot VIP Rewards Card during

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the transaction;

- (ii) the designated outlets and Points of Sale may vary between race days and will be notified to participants as part of the promotion or on the NJC website;
- (l) Ad hoc offers are subject to available stock and may be withdrawn at any time;
- (j) Ad hoc offers may be subject to other applicable terms and conditions which will be made available in the relevant communication or through the NJC website; and
- (k) In accordance with section 5.18 NJC will not be liable in any way in relation to the unavailability of Points which fail to accumulate as a result of Partner error, technical malfunction, or by reason of operator fault, misrepresentation or any other reason beyond the reasonable control of NJC.