



PRODUCT DISCLOSURE STATEMENT

FOR CA\$ Ca\$h REWARDS & MEMBERSHIP DATABASE PROGRAM

Effective Date 18TH SEPTEMBER 2017

This Product Disclosure Statement (PDS) is important. It describes the features, benefits, risks, terms and conditions, and fees and charges (if any) applying to use of the *Ca\$ Ca\$h Rewards Program and the Membership Database Program*.

Please read the PDS carefully. It will help you to:

- Decide whether the *Ca\$ Ca\$h Rewards Program* will meet your needs; and
- Compare the *Ca\$ Ca\$h Rewards Program* to other loyalty services.

You may contact us:

- by calling **08 8920 6900**, during business hours; or
- by email: **admin@casclub.com.au**; or
- by writing: C/O The General Manager, Casuarina All Sports Club, PO Box 41834, Casuarina NT 0811

This PDS is divided into:

Section A – A summary of the features, benefits and risks applying to use of the *Ca\$ Ca\$h Rewards Program*

Section B – Fees and Charges applying to use of the *Ca\$ Ca\$h Rewards Program*.

Section C – Ca\$ Ca\$h Rewards Program general Terms and Conditions

Section A - Summary of Features, Benefits and Risks

Features:

The *Ca\$ Ca\$h Rewards Program* is a loyalty system that allows you to earn *points* on your members card at the Casuarina All Sports Club located at 269 Trower Road, Casuarina NT 0810

The *Ca\$ Ca\$h Rewards Program* is not valid for use at any other venue.

Points are awarded every time you produce your member card and purchase products and or services at Casuarina All Sports Club.

Each *point* redeemed has a value of 1 cent;

Points accumulated will remain active until 11:59pm on the 1st day of the 3rd month of each year. Casuarina All Sports Club reserves the right to review and amend the valid period for points.

Casuarina All Sports Club may offer bonus *points* for promotional purposes which enable you to earn more *points* just by using your Members Card each time you shop;

Points are available for redemption, as soon as you meet any qualifying requirements;

The number of *points* earned and the current point balance is available each time you present your Members Card.

Benefits:

The *Ca\$ Ca\$h Rewards Program* gives you an instant, relevant reward. The system gives you a choice, you get to choose where you want to redeem your *points*. It is simple to use, just present your Member Card at every transaction and you will earn *points*.

You don't have to wait for a statement or redemption voucher to redeem your *points*; they are available at your very next transaction, you redeem what you want when you want, it's that easy.

The *Ca\$ Ca\$h Rewards Program* is a loyalty system designed to reward you, it is simple, relevant and gives you the choice.

Risks.

If you lose your Members Card you risk losing your *points*. Lost Members Cards can be locked thereby reducing your risk. Report all lost Members Cards immediately, see Terms and Conditions below.

If you don't redeem your *points* by the 30th June every year, the *points* expire so it is important that you check your point balance and redeem your *points* regularly.

Section B - Fees and Charges

Membership cards are available at the time of joining the Casuarina All Sports Club.

A fee will be charged for any replacement Members Card.

There are no transactions or account keeping charges.

Any tax, liability, or duty arising from your participation in the *Ca\$ Ca\$h Rewards Program* is your responsibility.

Section C - Ca\$ Ca\$h Rewards Program General Terms and Conditions

These Terms and Conditions apply to the *Ca\$ Ca\$h Rewards Program* and shall come into force immediately upon you using the Members Card. These Terms and Conditions may change from time to time and you can obtain a copy of the current Terms and Conditions from the Casuarina All Sports Club by telephoning 08 89206900, during business hours or emailing admin@casclub.com.au

1 Meaning of Words

In this Product Disclosure Statement:

Conditions or Terms and Conditions means the Terms and Conditions set out in this PDS

Point means a loyalty point issued or redeemed by Casuarina All Sports Club in connection with *Ca\$ Ca\$h Rewards Program*.

Member means the person who completed the Casuarina All Sports Club membership application form.

Ca\$ Ca\$h Rewards Program means Casuarina All Sports Club who supply goods and services in respect of which loyalty *points* will be issued or redeemed under the *Ca\$ Ca\$h Rewards Program*.

Terminal means an electronic terminal, which processes *Ca\$ Ca\$h Rewards Program* transactions. Excludes Gaming, KENO, TAB and other non-related points of sale.

We, Us, Our and Ours means Casuarina All Sports Club (ABN 12 559 752 723) of 269 Trower Road, NT 0810

Ca\$ Ca\$h Rewards Program means a card based loyalty program operated by Casuarina All Sports Club, or its authorised representatives, and means those arrangements by which a Member is issued *Points* by purchasing goods and services from Casuarina All Sports Club using their Member Card and is able to redeem *Points* in accordance with these Terms and Conditions;

You means the Member.

2 Membership

- 2.1 Any person may apply to become a Member by completing an application form at Casuarina All Sports Club reception.
- 2.2 On completion of a membership application form, you will be issued with a Member Card. Your Members Card contains a record of your loyalty *points*. Your Members Card may be provided immediately, collected by arrangement, or sent to you by post.
- 2.3 Membership is available at a fee.
- 2.4 As per our constitution the Board of Management reserve the right to refuse any membership application.
- 2.5 You can check the number of loyalty *points* on your Members Card at any Terminal.
- 2.6 By agreeing to the terms of Membership, you agree to opt into the Loyalty Program. Members are welcome to opt out of the Loyalty Program by contacting the Club Reception.

3 How to earn loyalty points

- 3.1 Points will be credited to your Members Card for purchases (excludes KENO, TAB and other non-related points of sale). *Points* may also be credited to your Members Card for promotional and incentive programs from time to time. The Casuarina All Sports Club will determine which goods or services qualify and the number of *points* that will be credited to your Members Card for such purchases.
- 3.2 From time to time there may be promotions that give you the opportunity to earn more loyalty *points*. You earn loyalty *points* regardless of how you pay.

4 How to use loyalty points

- 4.1 Once your membership application is approved and you have accumulated sufficient loyalty *points* on your Members Card you may request to redeem those *points*. Redemption of *points* can occur regardless of what department the *points* were issued.
- 4.2 The Casuarina All Sports Club may set a minimum redeemable value and this may vary for different goods or services. Casuarina All Sports Club will redeem *points* for goods purchased or as part payment for goods or services if you so request on production of your Members Card.
- 4.3 The number of *points* redeemed will be deducted from the point balance on your Members Card.
- 4.4 You will not be able to have *points* issued or redeemed by Casuarina All Sports Club if the Ca\$ Ca\$h Rewards Program ceases.
- 4.5 *Points* will be credited to your Members Card immediately. *Points* earned can only be redeemed in the next transaction.
- 4.6 The maximum number of *points* that may be stored on your Member Card at any one time is 200,000. Accordingly, you should ensure that you redeem any *points* that you may have earned, before that number is reached. In the event that your Members Card exceeds 200,000 *points* any additional *points* will not be valid and will not be credited to the Member Card and cannot be redeemed.
- 4.7 Casuarina All Sports Club is not liable if a Ca\$ Ca\$h Rewards Program Terminal is unavailable for use or cannot be used.
- 4.8 Any tax, liability, or duty arising from your participation in the *Ca\$ Ca\$h Rewards Program* is your responsibility.

5 Deductions of points

- 5.1 In addition to deductions for redemptions, the *Ca\$ Ca\$h Rewards Program* will deduct from the *points* balance, any *points* credited in error and any *points* relating to a transaction which is cancelled or reversed or where a refund is given.
- 5.2 In the event of there being insufficient loyalty *points* on your Members Card, we may require payment for any loyalty *points* issued at the time of the transaction for which the refund is being sought.
- 5.3 To obtain a refund, the cash register receipt evidencing the allocation of loyalty *points* and your Members Card must be produced. This requirement is in addition to any other proof of purchase required.
- 5.4 *Points* accumulated throughout each month will remain active until 11:59 pm on the 1st day of March each year.
- 5.5 Casuarina All Sports Club reserve the right to make any changes at any time without prior notice and in their absolute discretion to:
 - (a) the goods and services which qualify for *Ca\$ Ca\$h Rewards Program*; and
 - (b) the number of *points* which you will receive as a result of acquiring such goods and services; and

- (c) the number of *points* which are required, to redeem qualifying *Ca\$ Ca\$h Rewards Program* goods and services.

6 How to use Cash on Card

- 6.1 Once your membership application is approved and you have the option to load your members card with CASH or EFTPOS funds.
- 6.2 The Casuarina All Sports Club has determined that a maximum value of \$1000 can be loaded on a member's card at any point in time. This is deemed to be separate from the total value of points available on the member card. The money loaded onto the member's card can be used to purchase different goods or services.
- 6.3 In the event the Ca\$ Ca\$h Rewards Program ceases, any legitimate claim for money loaded onto the card will be refunded upon proof of identity.
- 6.5 Once a Cash or EFTPOS is loaded onto a member card, it must be used to purchase eligible products at the Casuarina All Sports Club, and it cannot be refunded in cash or EFTPOS.
- 6.6 The Casuarina All Sports club will not be held responsible for any money loaded onto the member card in the event the card is lost or stolen. Casuarina All Sports club reserves the right to question the validity and legitimacy of any funds loaded onto the member card. The Casuarina All Sports Club will confiscate any money and report any fraudulent or illegal activity to the appropriate authorities.
- 6.7 Casuarina All Sports Club is not liable if a Ca\$ Ca\$h Rewards Program Terminal is unavailable for use or cannot be used.
- 6.8 Any tax, liability, or duty arising from your participation in the *Ca\$ Ca\$h Rewards Program* is your responsibility.

7 Lost, stolen, faulty or damaged Cards

- 7.1 If your Members Card is faulty or damaged when issued, or becomes damaged through no fault of your own, you can obtain another Members Card and request the loyalty *points* recorded on the faulty or damaged Members Card be credited to the replacement Members Card.
- 7.2 Casuarina All Sports Club will not be responsible for any delay in replacing *points* on a faulty or damaged Member Card.
- 7.3 If a Member Card is lost or stolen it must be immediately reported, so as to "lock" the Members Card.
- 7.4 Casuarina All Sports Club will take all reasonable steps to confirm the number of *points* recorded on the lost or stolen Members Card at the time that the Members Card is locked. This may take up to 24 hours from the time that you report your Members Card as lost or stolen.
- 7.5 *Points* recorded on a locked Members Card may be transferred to a replacement Members Card. If your Members Card is subsequently found, the replacement Members Card will be inactive, and cannot be used.
- 7.6 Casuarina All Sports Club will not be responsible for any delay in replacing *points* on a lost or stolen Member Card or for any unauthorised use of a Member Card.

8 Personal information about you

8.1 Information concerning you, including information contained in the Membership application form and information about transactions you perform using your Members Card will be held in a database at the Casuarina All Sports Club. The Casuarina All Sports Club database may contain the following information about you:

- your name, address, e-mail address & telephone number(s); and
- your date of birth; and
- Identification reference number: and
- your transaction details associated with the issue and redemption of loyalty *points*; and
- any loyalty *points* issued to you or redeemed by you.

8.2 The Casuarina All Sports Club database will also be made available to and used by select employees of the Casuarina All Sports Club for administration, marketing (direct and all other kinds), planning, product development, research and other commercial purposes.

8.3 Each Member consents and agrees to:

- agreeing to all terms associated with the Loyalty program upon receiving membership; and
- the provision of the information on the Membership application form; and
- the disclosure of any information contained in the Casuarina All Sports Club database to employees, Management, or to the Casuarina All Sports Club Board of management.

9 Your Privacy

9.1 We understand the importance of protecting your privacy and we are committed to comply with the Privacy Act 1988, and to the National Privacy Principles.

9.2 We only use your personal information to:

- administer and manage the *Ca\$ Ca\$h Rewards Program*;
- respond to any query raised by you or any participant in the *Ca\$ Ca\$h Rewards Program*; and
- facilitate our internal business operations, including fulfilment of any legal requirements and confidential systems maintenance and testing.

9.4 We may disclose your personal information if it is necessary to do so in the following circumstances:

- to our external service providers that provide services for the purposes only of our business, on a confidential basis, for example organisations providing Card authorisation, clearing and settlement services and mailing houses;
- to anyone with whom you transact using your Members Card, to process your *Ca\$ Ca\$h Rewards Program* transaction;
- to Starttec Systems or any other administrator or agent appointed to administer the *Ca\$ Ca\$h Rewards Program*;
- to administer your involvement in the *Ca\$ Ca\$h Rewards Program*;
- to resolve queries raised by you or any participant in the *Ca\$ Ca\$h Rewards Program*.

- 9.5 We acknowledge that, as well as our duties under legislation, we owe a general duty of confidentiality to you. However, in some cases we may disclose your personal information if:
- (a) disclosure is compelled or permitted by law; or
 - (b) there is a duty to the public to disclose; or
 - (c) our interests require disclosure; or
 - (d) disclosure is made with your express or implied consent.
- 9.6 We may disclose information about or provided by you to employees or outside contractors for the purpose of our businesses. Any outside contractor to whom we disclose information will have access to that information only for the purpose of our business and is prohibited from using that information for any other purpose whatsoever.
- 9.7 You agree that we may disclose information about you in those cases where the Privacy Act 1988 (Commonwealth) permits disclosure of such information.
- 9.8 You may request us:
- (a) for details of the personal information we hold about you; and
 - (b) to correct any of the personal information we hold about you.

We will deal with your request for access to information or correction of information within a reasonable time.

- 9.9 You authorise each participant in the *Ca\$ Ca\$h Rewards Program* to seek access to the personal information we hold about you if you request us to do so or if you consent (for example, to credit unused loyalty *points* to a replacement Members Card) or where the law requires or permits us to do so.

10 Termination and restrictions on transfer of points

- 10.1 The *Casuarina All Sports Club* reserves the right to suspend or terminate the *Ca\$ Ca\$h Rewards Program* at any time without prior notice. Confirmation of that termination will be displayed at the venue. That confirmation will set out the reasons for termination and the location where loyalty *points*, if any, can be redeemed. *Casuarina All Sports Club* will not be liable for the suspension or termination of the *Ca\$ Ca\$h Rewards Program* including (without limitation) for any loyalty *points* on your Members Card at the time of suspension or termination.
- 10.2 You may terminate your membership at the *Casuarina All Sports Club* at any time by giving written notice and returning your Members Card. You may redeem any *points* recorded on your Members Card at the time you return your Members Card provided that they have not expired.
- 10.3 The *Casuarina All Sports Club* may terminate your participation in the *Ca\$ Ca\$h Rewards Program* without notice for any reason. Confirmation of that termination will be sent by post, to you.
- 10.4 In the event of your membership being terminated, all points will be forfeited to the club, and the member is not entitled to any further compensation. Cash or EFTPOS that has been loaded onto the members' card will be reimbursed by the same method, once management are satisfied of its legitimacy. Your details will remain on our database. For audit purposes a record of your transactions will be maintained. In the case of your membership being cancelled by *Casuarina All Sports Club*, the reasons for termination will also be maintained.

- 10.5 Loyalty *points* cannot be sold, transferred, assigned or otherwise dealt with except in accordance with these Terms and Conditions. Loyalty *points* have a value of one (1) cent in Australian currency, per point.

11 Warranties and liabilities

- 11.1 All conditions and warranties whether express 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 *Ca\$ Ca\$h Rewards Program* are expressly excluded to the full extent permitted by law. Any liability Casuarina All Sports Club or *Ca\$ Ca\$h Rewards Program* may have to you under statute in respect of such goods and services which cannot be excluded is limited, where permitted, to the value of the loyalty *points* issued at the time of the supply of the goods or services, at the option of *Casuarina All Sports Club*.
- 11.2 Any liability that *Casuarina All Sports Club* may have to you whether for negligence, breach of contract or otherwise is limited in any case to a maximum of one (1) cent in Australian currency for each point on your Members Card at the time the liability arose.

12 Notices

Where these Conditions require notification of any kind to be given, such notification shall be deemed to be given by *Casuarina All Sports Club* to you, if it is sent to your postal or email address appearing in the *Casuarina All Sports Club* database.

13 Errors, disputes and complaints

- 13.1 If you believe an error has been made, or an unauthorised transaction has occurred, or if you have a complaint, you should call the telephone number on the reverse of your Member Card or call us on 08 8920 6900 immediately. If we cannot resolve the error or complaint we will ask you to put your complaint in writing and send it to:

The General Manager
Casuarina All Sports Club
PO BOX 41834
CASUARINA, NT 0811

We will correct any error that is found to be ours as soon as possible.

- 13.2 If we do not immediately resolve your complaint to your satisfaction we will inform you in writing of our procedures for investigating and handling complaints. We will notify you of the name and contact number of the person who is investigating your complaint.
- 13.3 We will respond to you about any complaint (normally within 21 days). If we need more time or details to complete our investigation, we will inform you in writing. Unless there are exceptional circumstances, we will complete our investigation within 45 days.
- 13.4 Where an investigation continues beyond 45 days, we will inform you of the reasons for the delay, give you monthly updates on the progress of the investigation and a date when a decision can reasonably be expected. We will not do this if we have requested a response from you and we are waiting for that response.
- 13.5 We will inform you in writing of the outcome, unless we settle the dispute immediately to the satisfaction of you and us. If the dispute relates to a transaction, or otherwise is not resolved to your satisfaction, we will inform you of the reasons in writing and of any further action you can take to resolve the dispute.

- 13.6 There are other external avenues for dealing with disputes. Your State or Territory Government has a consumer rights protection agency such as the Office of Fair Trading. Telephone numbers are in the telephone directory.

14 Changes to this PDS

- 14.1 This PDS can be changed by us at any time if we change it in accordance with any applicable law.
- 14.2 Any changes will be published at the venue.

15 More information

If you want more information about using the *Ca\$ Ca\$h Rewards Program*, call the telephone number on the reverse of the Member Card during business hours, or contact us on 08 8920 6900 or email admin@casclub.com.au