



PINNACLE REWARDS

MEMBERSHIP APPLICATION FORM



MEMBER'S BENEFITS

Earn points playing our gaming machines

Earn points purchasing food and beverages

Gain exclusive entry into promotions

Receive birthday offers

Receive exclusive Members' offers

Redeem your points for great rewards

THE BENDIGO CLUB - PINNACLE REWARDS APPLICATION FORM

Member \$25

Membership No. (existing members)

Mr Mrs Ms Miss Other

First Name Surname

Postal Address

Suburb State Postcode

Mobile Phone Home Phone

Email Address

Date of Birth: / / Male Female

Please state if you are a member of any sub clubs or affiliations

- I do not wish to receive club marketing material including offers or promotions
- I do not wish to receive third party offers and information relating to alcohol and gaming activities.

Gaming Machine Player Government Requirements.

I agree to receive my Player Activity Statement, in accordance with Victoria Government legislation (tick one box only):

via email via kiosk

I am over the age of 18 I have reviewed and carefully read and understood the Rules of this program. I agree to strictly abide by these Rules (including all Terms and Conditions), as amended from time to time and declare that the details in this Application are true and correct.

Signature: _____

Date: / /



YourPlay gives you the power to track how much money and time you are spending as you play. You can also use YourPlay to set limits on the money and time you spend on gaming machines and to see your playing history online at any time. YourPlay can be added to your loyalty membership card and used on any gaming machines in Victoria. You can register for YourPlay at yourplay.com.au or ask a staff member for assistance.



The Bendigo Club

22 Park Street, Strathdale VIC 3550

T: (03) 5443 0780

E: info@bendigoclub.com.au

www.bendigoclub.com

MEMBERSHIP PAYMENT DETAILS

Member \$25

I wish to pay by: Cash Cheque Visa Mastercard

Card holders name

Card number

Expiry date: / /

Signature:

OFFICE USE ONLY

Paid: Yes No

Membership No.:

Entered:

Cards Issued:

Terms and Conditions

1. Rules 1.1 These Rules apply to your membership of the Program operated at the Bendigo Club (Kilmore Racing Club Inc.). 1.2 By signing the membership application, becoming a member of the Program, using your Card or using any of the benefits arising from the Program you will be taken as having been bound by these Rules, and will be taken to have consented to these Rules. 1.3 You acknowledge that you have read and understood these Rules. It is your responsibility to ensure that you are up to date with these Rules.
2. Changes to the Program and Rules 2.1 The Bendigo Club (Kilmore Racing Club Inc.) reserves the right to, at any time and without prior notice to you, change the Program and the policies and procedures concerning the manner in which Points and Rewards can be earned and redeemed. 2.2 The Bendigo Club (Kilmore Racing Club Inc.) may, also, at any time and after 14 days' notice by public notice displayed at the Venue, change these Rules. 2.3 A copy of the current Rules may be obtained from the Venue or at the Website. You acknowledge that if there is any inconsistency between the Rules obtained from these sources, the Rules on the Website will take priority. 2.4 Changes will only be made to the Rules pursuant to this section 2 if they are reasonably necessary to protect the legitimate interests of the Bendigo Club (Kilmore Racing Club Inc.). 2.5 If a change is made to the Rules pursuant to this section 2 and it will have a material detrimental effect on you, The Bendigo Club (Kilmore Racing Club Inc.) will notify you directly of that change (e.g. by mail, phone, email or SMS).
3. Membership 3.1 The Program is provided and administered by The Bendigo Club (Kilmore Racing Club Inc.). 3.2 You must be at least 18 years old and an Australian resident to join the Program. You may be asked at any time to produce valid identification acceptable to the Bendigo Club (Kilmore Racing Club Inc.) to evidence your eligibility. 3.3 If you do not qualify or are unable to produce evidence acceptable to the Bendigo Club (Kilmore Racing Club Inc.), The Bendigo Club (Kilmore Racing Club Inc.) may, at its sole discretion, immediately terminate your membership of the Program if it determines, acting reasonably, that: (a) you are in breach of the Rules or any procedures, policies or rules imposed by The Bendigo Club (Kilmore Racing Club Inc.); (b) you are or become an Excluded Person; (c) Based on statements made by you, that you may not be gambling responsibly; (d) You do not comply with the terms and conditions relating to your Third Party Offer; (e) You misuse your Card or have used the Card of another person; and/or (f) You behave in a manner which The Bendigo Club (Kilmore Racing Club Inc.) (in its sole discretion) considers to be dishonest, offensive, disruptive, intimidating, illegal and/or improper. 15.3 If your membership to the program is cancelled pursuant to paragraph 15.2: (a) The Bendigo Club (Kilmore Racing Club Inc.) will notify you of the cancellation in writing; (b) any Points you have accumulated will automatically be forfeited (unless The Bendigo Club (Kilmore Racing Club Inc.) determines otherwise); (c) you will not be eligible to receive any benefits offered under the Program; and 15.4 If you die, your membership will be automatically cancelled and your existing Points balance will be forfeited.
6. Termination of the Program 16.1 The Bendigo Club (Kilmore Racing Club Inc.) reserves the right to, at any time and from time to time, cancel the program in whole or in part or suspend it for any period for any reason after giving 30 days' notice on the Website or on the Kiosk. 16.2 You acknowledge and agree that The Bendigo Club (Kilmore Racing Club Inc.) makes no representation or warranty that the Program will continue to be available for any period of time. 16.3 If The Bendigo Club (Kilmore Racing Club Inc.) cancels the Program pursuant to this clause 16, you will have 30 days from the date of The Bendigo Club (Kilmore Racing Club Inc.) notice to redeem all Points. Points not redeemed after this time will be forfeited.
7. Consequences of Suspension or Termination 17.1 If your membership in the Program is terminated for any reason; (a) all benefits associated with the program whether they have accrued or not will lapse; and (b) notwithstanding any other provisions in these Rules, you will not receive any marketing or promotional materials in relation to Gaming Machines and gaming products and services from the date your membership in the Program is cancelled. 17.2 If your membership in the program is terminated for any reason and you subsequently become eligible to re-join the Program, you must complete a new membership application form. 17.3 Notwithstanding any other provisions in these Rules, if your membership in the Program is suspended for any reason you will not receive any marketing or promotional materials in relation to Gaming Machines and gaming products and services during the period of suspension. 17.4 You agree that The Bendigo Club (Kilmore Racing Club Inc.) will be liable for any loss or damage whatsoever which you or anyone else may suffer as a result of any termination or suspension of your membership in the Program.
18. Privacy 18.1 You agree that your Personal Information will be collected, used and disclosed in accordance with following documents (and to the extent of any inconsistency between them, in accordance with the order of precedence below): (a) these Rules; (b) the relevant privacy policy of The Bendigo Club (Kilmore Racing Club Inc.) (see www.bendigoclub.com.au); 18.2 If you send The Bendigo Club (Kilmore Racing Club Inc.) a written request, they will, to the extent that they are required to do so by law, provide you with access to or allow you to correct your Personal Information. You may contact The Bendigo Club (Kilmore Racing Club Inc.) in accordance with the details set out in the privacy policy referred to in paragraph 18.1 above regarding your Personal Information. 18.3 Subject to paragraph 18.6, you authorise The Bendigo Club (Kilmore Racing Club Inc.) and their Associated Persons to collect, hold, use, transfer and disclose your Personal Information in connection with the following purposes: (a) administration of the Program; (b) the redemption of Points and the provision of Rewards; (c) promoting, advertising and marketing of Promotions to you including by means of email, SMS, post, telephone calls or in-person presentation); (d) promoting, advertising and marketing by third parties of Third Party Offers to you (by means of email, SMS, post, telephone calls or in-person presentation); (e) promoting, advertising and marketing any of the products and services of The Bendigo Club (Kilmore Racing Club Inc.) including advertising and marketing and promotional material provided by means of email, SMS, post, telephone calls or in-person presentation); (f) improving customer service by means of research, marketing, service or product development or planning; (g) analysing your use of goods and services provided by The Bendigo Club (Kilmore Racing Club Inc.) and third parties; (h) compliance by The Bendigo Club (Kilmore Racing Club Inc.) with any law; and (i) compliance by The Bendigo Club (Kilmore Racing Club Inc.) with any lawful request of a law enforcement agency or government authority, (together, the Permitted Purposes). 18.4 Subject to paragraph 18.7, you authorise any person who provides services in relation to a Permitted Purpose to use and disclose in third parties your Personal Information to the extent they consider the use to be reasonably necessary for any of the Permitted Purposes. 18.5 If you marked the relevant box on the membership application form, you consent to receiving marketing material including gaming machine advertising in connection with Gaming Machines operated at The Bendigo Club (Kilmore Racing Club Inc.). 18.6 You must notify The Bendigo Club (Kilmore Racing Club Inc.) if you do not wish to receive marketing materials or be contacted in relation to Promotions or Third Party Offers or do not want to be contacted using a particular method (e.g. phone, email or SMS) by marking the relevant box(es) on the membership application form, and/or by writing to The Bendigo Club (Kilmore Racing Club Inc.). 18.7 If you receive any communication from The Bendigo Club (Kilmore Racing Club Inc.) that you have asked not to receive under paragraph 18.6, you must immediately inform The Bendigo Club (Kilmore Racing Club Inc.) who will use reasonable endeavours to prevent such unauthorised communication re-occurring.
19. Information Access 19.1 You may access the information currently held by The Bendigo Club (Kilmore Racing Club Inc.) in relation to your existing or any prior membership of the Program. The Bendigo Club (Kilmore Racing Club Inc.) may in its sole discretion charge a fee not exceeding the prescribed amount for providing you with such access. 19.2 You must produce valid identification acceptable to The Bendigo Club (Kilmore Racing Club Inc.) to evidence your current or prior membership of the Program before The Bendigo Club (Kilmore Racing Club Inc.) will grant you access. Unless required by law, The Bendigo Club (Kilmore Racing Club Inc.) will not allow a third party to access any information that it holds in relation to your membership of the Program on your behalf. 19.3 You acknowledge and agree that The Bendigo Club (Kilmore Racing Club Inc.) may provide information about the Program to other persons for their Personal Information to any person or body for research purposes if it is directed to do so by any government authority.
20. General 20.1 Subject to consumer guarantees set out in Division 1 of Part 3-2 of Schedule 2 of the Australian Consumer Law and to the extent otherwise permitted by law (a) without limiting any other provision of these Rules, you agree to release and forever discharge The Bendigo Club (Kilmore Racing Club Inc.) and its Associated Persons from any Claim arising in connection with the Program, Promotions, Prizes, Points, Rewards and Third Party Offers, including (without limitation) any errors or admissions (including negligence) in representations, information, publications or advertisements directly or indirectly pertaining to the Program, Promotions, Prizes, Points, Rewards or Third Party Offers; (b) all express and implied warranties (whether statutory or otherwise) relating in any way to the subject matter of these Rules (including, without limitation, in connection with the operation of the Promotions, Prizes, Points and Rewards and any goods or services obtained by you in respect of Third Party Offers) are excluded by The Bendigo Club (Kilmore Racing Club Inc.); (c) The Bendigo Club (Kilmore Racing Club Inc.) has no liability for any Claim by or against you, directly or indirectly, in connection with your membership of the Program, Promotions entered into, Prizes won, Points received, Rewards redeemed or your use of Third Party Offers and you release and discharge, and continue to release and discharge, The Bendigo Club (Kilmore Racing Club Inc.) from any and all liability for any such Claim; and (d) The Bendigo Club (Kilmore Racing Club Inc.) will use reasonable endeavours to transmit notices and other relevant information to you whether via the Kiosk, the Website or by other means, but The Bendigo Club (Kilmore Racing Club Inc.) will not be liable to you for any failure to do so. Although reasonable efforts will be made to ensure that information provided to you is correct, The Bendigo Club (Kilmore Racing Club Inc.) will not be liable to you as a result of any inaccuracy contained in the Program, the Rules and any notices or information. 20.2 Decisions made by The Bendigo Club (Kilmore Racing Club Inc.) in relation to membership and/or the administration of the Program are final and no correspondence will be entered into. 20.3 Any tax assessment or other government charge or liability or reporting requirement in relation to your participation in the Program, Promotions, receipt of prize, and the receipt or redemption of Points or the receipt of any Rewards is your sole responsibility. 20.4 If any part of the Rules is at any time illegal, invalid or unenforceable then it will be viewed to the extent necessary to ensure that it is not illegal, invalid or unenforceable that it is not possible, it will be severed from the Rules and the remainder of the Rules will continue to have full force and effect. 20.5 These Rules and the Program itself are governed by the laws of the state of Victoria.
21. Definitions In these Rules: 'Act' means the Gambling Regulations Act 2003 (Vic) as amended from time to time; 'Associated Persons' means the directors, employees (whether full-time, part-time or casual), Related Bodies Corporate, agents, contractors, advisors and the Venue Operator, respectively, (as is applicable); 'Australian Consumer Law' has the meaning given that term in the Competition and Consumer Act 2010 (Cth); 'Card' means the card validly issued by the Venue Operator to you in relation to your membership of the Program at The Bendigo Club (Kilmore Racing Club Inc.), and upon which Points are recorded (and includes any temporary Cards) issued to you; 'Claim' means any loss, cost, claim, liability, demand or damages; 'Gaming Machine' has the same meaning as in the 'Act'; 'Kiosk' means kiosks situated at the Venue which accept the Card; 'Permitted Purposes' means the purposes specified in paragraph 18.3. 'Personal Information' means any information or opinion (irrespective of the medium in which this is stored or kept) about you, whether true or not, from which your identity can be reasonably ascertained, including without limitation: (a) Details in relation to your patronage of the Venue; (b) Details in relation to Points that you have earned; (c) Details in relation to requests you have made for Rewards (and the outcome of those requests); and (d) Your personal details such as name, address, phone numbers, email addresses and date of birth and any other information provided in your membership application form; 'Player Activity Statement' means an activity statement in accordance with the requirements under the Act that provides you with information about your membership of the Program and relating to occasions where you have used your Card while playing Gaming Machines; 'Points' means points awarded by the Venue Operator to you when you visit the Venue and Present your Card at a Kiosk, or earned during Gaming Machine play when your card is inserted in the Gaming Machine, or awarded to you when you purchase other goods and services at the Venue such as food and beverage; 'Present' means, in relation to a Card, to insert, swipe, touch or otherwise interface and exchange data between the Card and a Kiosk, a Gaming Machine or one of the Venue's point of sale locations; 'Prize' means a prize consisting of money, goods, additional Points or some other benefit, awarded by the Venue Operator to you as: (a) part of a Venue Promotion, in which case the prize awarded shall be at the Venue Operator's sole discretion; 'Promotion' means a Venue Promotion, as the context requires; 'Related Body Corporate' has the meaning given to it in the Corporations Act 2001 (Cth); 'Representation' means a clear, explicit statement that is made in writing; 'Rewards' means benefits, facilities, goods and services and arrangements (excluding gaming products and services) which may, from time to time, be offered or provided to you by the Venue Operator in exchange for Points that you earned at the Venue, in accordance with these Rules; 'Rules' means these Rules being the Rules of the Program and any amendments, additions or replacements made from time to time by the Venue Operator in its absolute and sole discretion; 'Third Party Offers' means offers of goods or services which may from time to time be offered or provided to you by third parties via the Website, the Kiosk and/or the Program promotional material, and which are not provided in exchange for Points and which may be free or provided in exchange for payment (and may include, without limitation, discount programs); 'Venue Promotion' means a promotion that is based on a game of skill with no element of chance developed by the Venue Operator for the purpose of enabling members to potentially be awarded Prizes by the Venue Operator; 'you' or 'you're' means a person who is eligible for membership of the Program and who is accepted as a member of the Program at the Venue and whose membership has not been cancelled or terminated; 'Website' means the website at which these Rules can be found as notified by the venue Operator.
22. Venue Operator details The Bendigo Club (Kilmore Racing Club Inc.), 22 Park St, Bendigo VIC 3550