

PANTHERS REWARDS

TERMS & CONDITIONS

1. GENERAL

- 1.1 These terms and conditions apply to the rewards program known as Panthers Rewards. It has been created and is administered by Penrith Rugby League Club Ltd ABN 57 000 578 398 (the 'Club').
- 1.2 References to:
 - 1.2.1 "we", "our" and "us" are references to the Club.
 - 1.2.2 "membership" means membership of Penrith Rugby League Club Ltd.
- 1.3 By participating in the Panthers Rewards program, you agree to be bound by these terms and conditions and provide the consent specified in clause four (4) relating to personal information.
- 1.4 The terms and conditions governing the Panthers Rewards program are subject to change, and can be amended by Club management from time to time. A copy of the current terms and conditions are available from any Panthers Club Reception, or Panthers Club website. The Panthers Rewards program is offered to members of the Club at the Club's discretion.
- 1.5 Your Club membership provides you with the opportunity to participate in the Panthers Rewards program.
- 1.6 Panther Points and Panther Status Points will only commence accruing in your points account after your application for membership to the Club has been processed by membership or reception staff and you have received a membership card.
- 1.7 The accrual of Panther Points, spending of Panther Points, or the redemption of rewards is not available in conjunction with any other offer, discount, promotion or program offered by the club unless stated otherwise.
- 1.8 The Club reserves the right to decide any matter or settle any dispute arising directly or indirectly out of, or in connection to Panthers Rewards program. The Clubs decision on any such matter or dispute will be final and binding and no correspondence will be entered in to.
- 1.9 Subject to any applicable law which cannot be excluded, the Club accepts no liability for any loss, damage or injuries suffered or sustained, (including but not limited to direct, or consequential loss, or losses arising from our actions including acts of negligence) by you arising directly or indirectly out of, or in connection to Panthers Rewards program. You release and discharge the Club from any liability for any such loss, damage or injury. If the Club is liable to you in any way, then that liability will be limited to allocating to your points account, the number of Panther Points, which the Club considers is appropriate in connection with your relevant claim.
- 1.10 Unless otherwise stated you are solely responsible for any taxes, GST duties, levies, fees, or other charges levied or imposed arising from, as a result of or in connection to, your participation in Panthers Rewards program, the accumulation of Panther Rewards Points or the redemption of Panther Points or any rewards.

- 1.11 Unless otherwise stated, any material published by the Club pertaining to these terms and conditions, including material relating to the rate of accrual of Panther Points, redemption of Panther Points for any rewards, and the number of Panther Status Points required to be earned and maintained for any level of participation, will form part of the terms and conditions of Panthers Rewards program. These may be varied by the Club from time to time at their discretion.
- 1.12 If part or all of any clause of these terms and conditions is deemed illegal, invalid or unenforceable, then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable. If that is not possible, it will be severed from these terms and conditions and the remaining provisions of these terms and conditions will continue to have full force and effect.

2. LEVELS OF PANTHERS REWARDS

- 2.1 There are five (5) tiers of Panthers Rewards program being:
- 2.1.1 One (1) star
 - 2.1.2 Two (2) star
 - 2.1.3 Three (3) star
 - 2.1.4 Four (4) star
 - 2.1.5 Black Panther
- 2.2 All eligible members of the Club who participate in Panthers Rewards program will begin in the one (1) star tier.
- 2.3 Points criteria: To be eligible for the one (1) star, two (2) star, three (3) star, four (4) star and Black Panther tiers, you must earn and maintain the specified number of Panther Status Points correlating to those levels within a twelve (12) month period (or such period as we may specify from time to time). The number of Panther Status Points required to achieve, or maintain, each level is:
- 2.3.1 One (1) star tier: 0 – 5,999
 - 2.3.2 Two (2) star tier: 6,000 – 19,999
 - 2.3.3 Three (3) star tier: 20,000 – 59,999
 - 2.3.4 Four (4) star tier: 60,000 – 99,999
 - 2.3.5 Black Panther: 100,000
- 2.4 Upgrading tier levels: The number of Panther Status Points earned by Club members during the most recent twelve (12) month period will be examined on the 16 day of each calendar month and those Club members who become eligible for a higher level of Panthers Rewards program will be notified of their promotion to that level during the course of the following month.
- 2.5 Downgrading tier levels: In April of each year those Club members who have not earned or maintained the number of Panther Status Points over the previous twelve (12) months required to remain eligible at their current level will be downgraded. Members will be advised during the course of the following month - May of their new level.
- 2.5.1 At our discretion in limited situations members may remain in a tier where they have not met the Status Points criteria in the prior twelve (12) months based on extenuating circumstances (for example cases of personal/medical hardship or extended absence)
- 2.6 Expiry of Points: Panther Points expire for one (1) star, two (2) star and three (3) star tiers on 31 December every year. Panther Points do not expire for four (4) star and Black Panther tiers.
- 2.7 The Club reserves the right to make any changes to these terms and conditions, at any time, including to:

- 2.7.1 create, amend or remove levels of the Panthers Rewards program to which different terms and conditions apply including but not limited to the benefits applicable to each level of Panthers Rewards program and the method and rates of Points accrual and rewards offered to you as part of the Panthers Rewards program;
 - 2.7.2 set and change the number of Panther Status Points required to be earned and maintained under the Panthers Rewards program within any period for eligibility to any level of Panthers Rewards program;
- 2.8 Subject to any changes we may make, your participation in Panthers Rewards program will enable you to receive the benefits appropriate to the level you are assigned. The list of benefits for each tier is available from each Clubs reception.
- 2.9 Any bonus discount offered when Panther Points are used for purchase is restricted to selected outlets, may not be combined with any other offer and may not be valid for use with some products and services. Use of this discount is at our complete discretion.

3. EARNING AND REDEEMING PANTHER POINTS AND PANTHER STATUS POINTS

- 3.1 Panther Points and Panther Status Points will be accrued as a result of certain eligible transactions at the standard rate unless otherwise stated.
- 3.1.1 Members can earn points when purchasing at selected food and beverage outlets. To earn points for purchasing food and beverage, members must give their members card to the staff member making the transaction and ensure it is swiped through the Point of Sale (POS) terminal.
 - 3.1.2 The specific outlets where Points are accruable are available from each club. Port Macquarie specific outlets are The Backyard, Event Centre, Kove Café, Kove Bar, Kove Bistro, The TAPP, Players Bar, Panthers Merchandise Shop.
 - 3.1.3 Points are also earned for activities such as Raffles, Bingo, Poker and Keno when purchased on site.
 - 3.1.4 Members can also earn Points when playing Electronic Gaming Machines (EGMs) and Multi Terminal Gaming Machines (MTGM). To earn Points using Gaming Machines, it is the members responsibility to ensure their members card is inserted into the Gaming Machine they are using while playing.
 - 3.1.5 Points are not accrued when payment is made by points, prize cards or vouchers. Points are only accrued on payments made by a member with Cash or EFTPOS/Credit Card.
- 3.2 Accrual rate: for the purpose of assigning tier levels Panther Status Points are accrued based on:
- 3.2.1 One (1) Panther Status Point is earned for every \$1 spent in selected food and beverage or other outlets for one (1) star or two (2) star members
 - 3.2.2 Two (2) Panther Status Points are earned for every \$1 spent in selected food and beverage or other outlets for three (3) star, four (4) star and Black Panther members
 - 3.2.3 One (1) Panther Status Point is earned for every \$10 of turnover on an Electronic Gaming Machine (EGM)
 - 3.2.4 One (1) Panther Status Point is earned for every \$50 of turnover on a Multi Terminal Gaming Machine (MTGM)
 - 3.2.5 One (1) Panther Status Point is earned for every \$1 spent within KENO
 - 3.2.6 One (1) Panther Status Point is earned for every \$1 spent within meeting and event spaces. The name on the invoice must match the name of the member. Panther Points cannot be issued to members who are booking events on behalf of an organisation or business.
 - 3.2.7 Panther Points that are accrued through any means other than being earned through eligible transactions will not be considered in assigning tiers of Panthers Rewards program. Bonus

Points, Prize Points, Points Multipliers or points earned through Promotions will not be considered in assigning tiers of Panthers Rewards program.

3.3 Bonus Panther Points

- 3.3.1 One (1) additional Bonus Panther Point will be earned for every \$10 of turnover on an Electronic Gaming Machine (EGM) for three (3) star, four (4) star and Black Panther members
- 3.3.2 One (1) additional Bonus Panther Point will be earned for every \$50 of turnover on a Multi Terminal Gaming Machine (MTGM) for three (3) star, four (4) star and Black Panther members
- 3.3.3 One (1) additional Bonus Panther Point will be earned for every \$1 spent within meeting and event spaces at each club for three (3) star, four (4) star and Black Panther members. The name on the invoice must match the name of the member. Panther Points cannot be issued to members who are booking events on behalf of an organisation or business.
- 3.3.4 Bonus Panther Points will not be considered in assigning tiers of Panthers Rewards program

3.4 The Club is not liable for the failure of your membership card to accrue Panther Points for any reason whatsoever (including but not limited to membership card terminal error, operator error or misrepresentation, our act or omission (including negligence), or membership card malfunction).

3.5 The Club reserves the right:

- 3.5.1 to adjust the number of Points you have accrued if the Points were as a result of the Club membership card terminal error, operator error or misrepresentation, our act or omission (including negligence), membership card malfunction or for any other reason resulting in the Points being invalidly accrued; and
- 3.5.2 to change the rate and manner in which Points are accrued (including but not limited to the transactions that we classify as eligible transactions and the standard rate of accrual) and set and change the number of Points to be redeemed for any product or reward.

3.6 Points will not validly accrue on your points account while your Club membership card is being used by another person.

3.7 Panther Points used by you will be deducted from your points account balance at the time of the transaction or at the time you request them to be used for any other purpose.

3.8 Members are entitled to receive a monthly player activity statement. To obtain one, members need to see the Clubs Duty Manager.

3.9 We will not be responsible for replacing Panther Points due to a lost, stolen, damaged or faulty Club membership card.

3.10 Some rewards in Panthers Rewards program may be offered on a limited or first come, first serve basis, this will be at our discretion and no disputes will be considered.

3.11 Points and any rewards forming part of Panthers Rewards program are not transferable, refundable or exchangeable for cash.

3.12 All rewards that are offered in Panthers Rewards program are subject to availability and we reserve the right to cancel, withdraw or substitute any rewards at any time in our absolute discretion.

3.13 We do not accept liability for:

- 3.13.1 any lost or stolen rewards or gifts (including vouchers) after they have been issued;
- 3.13.2 any loss or damage arising from our cancellation, withdrawal or substitution of any rewards that form part of Panthers Rewards; or
- 3.13.3 the unavailability of any rewards or gift that we previously displayed or promoted as being

available for the redemption of Panther Points or any other means.

- 3.14 The Club make no representation and gives no warranty (either expressly or impliedly) as to the quality, standard, fitness or suitability for purpose of rewards or gifts that form part of Panthers Rewards program.

4. PRIVACY

- 4.1 The information we collect arising directly or indirectly out of or in connection with your Club, membership and participation in the Panthers Rewards program shall become and remain our property.
- 4.2 The Club will, at your request, provide you with access to your personal information held by the Club in accordance with our Privacy Policy, which is available at www.panthers.com.au.

5. TERMINATION OF THE PANTHERS REWARDS PROGRAM

- 5.1 You may terminate your Club membership at any time by giving written notice to the Club or by returning your membership card to the Club, at which time, all Panther Points, Panther Status Points and associated rewards will be permanently cancelled.
- 5.2 The Club may terminate or suspend your membership (in our absolute discretion) if they believe (in our absolute discretion) that the following occurs:
- 5.2.1 you fail to strictly comply with these terms and conditions;
 - 5.2.2 your Club membership expires, is cancelled or is suspended;
 - 5.2.3 your conduct is deemed to be offensive, dishonest, disruptive, intimidating, unbecoming or prejudicial to our interests;
 - 5.2.4 you interfere with or misuse any equipment or property;
 - 5.2.5 in the event that you die
- 5.3 In the event we terminate your Club membership;
- 5.3.1 all of your Panther Points, Panther Status Points and associated rewards will automatically be cancelled (and for the purpose of clarity will not be redeemable) from the time we terminate your membership;
- 5.4 The Club may suspend or terminate the operation of Panthers Rewards program at any time and without prior notice to you. We give no warranty as to the continuing availability of Panthers Rewards program.
- 5.5 Due to legislative restrictions on gaming related advertisements, a notice informing members of the suspension or termination of the operation of Panthers Rewards program may only be displayed in certain areas within the Club's premises (Members Notice Board).
- 5.6 In the event that the operation of Panthers Rewards program is terminated for whatever reason, all Panther Points may be cancelled 30 days from the Club issuing a Members Notice and you will not be able to redeem any rewards 30 days after the Club issues a Members Notice.

6. REDEMPTION OF PANTHER POINTS

- 6.1 Panther Points can be redeemed for a variety of goods and services across all venues. Each individual venue contains the most up to date documentation regarding these products.

7. PANTHERS PORT MACQUARIE LEAGUES CLUB SPECIFIC REWARDS

- 7.1 Panther Points can be redeemed partially or in full at specified Panthers outlets (see section 3).
- 7.2 Members discounts are available only at specified Panthers outlets (see section 3).
- 7.3 Panther Points can be redeemed to purchase EFTPOS and Gift Vouchers through the Pitstop machine in club. Please see Reception staff for assistance if required.
- 7.3.1 No more than \$1000 worth of points can be redeemed for gift vouchers per day
- 7.3.2 Vouchers must be treated like cash; We do not accept liability for any lost or stolen vouchers after they have been issued
- 7.4 VIP parking is available to four (4) star and Black Panther members, at Panthers Port Macquarie Leagues Club only.
- 7.5 Tickets to selected live shows are allocated on a first in, first served basis. Members must register for their tickets at Reception at Panthers Port Macquarie Leagues Club. Black Panther members are entitled to two (2) tickets to 2 shows per year. Tickets are not transferable, refundable or exchangeable for cash.
- 7.6 The 10% discount from Panthers Shop merchandise is valid within outlets located at Panthers Stadium, the Panthers Merchandise vehicle, Penrith Panthers Leagues Club or Panthers Port Macquarie Leagues Club only. It is not valid for online purchases.
- 7.7 Complimentary use of the Courtesy Bus is for two (2) star, three (3) star, four (4) star and Black Panthers members only. 1Star and Non-members may use the bus at a charge.
- 7.8 Complimentary in-house non-alcoholic beverages are for members only and are to be consumed on-site (not in takeaway cups). Eligible drinks are hot tea, hot coffee, hot chocolate and post mix soft drinks.
- 7.8.1 Two (2) star members are entitled to two (2) eligible drinks per day
- 7.8.2 Three (3) star members are entitled to three (3) eligible drinks per day
- 7.8.3 Four (4) star members are entitled to four (4) eligible drinks per day
- 7.8.4 Black Panther members are entitled to unlimited eligible drinks per day
- 7.9 Complimentary in-house snacks are for members only and are to be consumed on-site.
- 7.9.1 Three (3) star members are entitled to two (2) snacks per week
- 7.9.2 Four (4) star members are entitled to three (3) snacks per week
- 7.9.3 Black Panther members are entitled to four (4) snacks per week
- 7.10 Complimentary tickets to selected members reward shows are allocated on a first in, first served basis. Members must register for their tickets at Reception at Panthers Port Macquarie Leagues Club. Four (4) star and Black Panther members are entitled to two (2) tickets per show.
- 7.11 Birthday Rewards are valid for the month of the members' birthday only. Birthday Rewards are a membership benefit and are required to be claimed within the required time frame.

- 7.12 Panther Points allocated as a birthday gift must be obtained in the month of the members' birthday only. The member must swipe their membership card at the member kiosk in their birthday month. Birthday points do not count towards tier status.
- 7.12.1 Two (2) star members are entitled to 1000 Panther Points
 - 7.12.2 Three (3) star members are entitled to 2500 Panther Points
 - 7.12.3 Four (4) star members are entitled to 3000 Panther Points
 - 7.12.4 Black Panther members are entitled to 3500 Panther Points
- 7.13 New Member welcome gift of 200 Panther Points will be allocated to a member upon receiving their membership card on site at Panthers Port Macquarie Leagues Club only. The points will be allocated by Reception through the POS terminal.
- 7.14 All members are entered into member only promotions. This is defined as current financial members.
- 7.15 All rewards are to be utilised by the eligible member (unless otherwise specified or agreed). Rewards are not transferable, refundable, saleable or exchangeable for cash. As per section 5.2 if a member is found to have breached these conditions, at our discretion, the member may forfeit the right to any future rewards, have their eligibility for Panthers Reward program or their club membership suspended or terminated.