

# Barker Hotel Gaming Loyalty Terms and Conditions

## 1. GLOSSARY OF TERMS

"Card" means the card issued to you that incorporates the Barker Hotel Loyalty system and carries the Barker Hotel logos.

"Conditions" and "Terms & Conditions" means the terms and conditions contained in this document.

"Inactivity" means no transaction recorded on the member account for 12 months.

"Member" refers to the person whose details and signature appears on the application form.

"Point" means a Loyalty Point issued or redeemed by any venue in connection with the Barker Hotel Loyalty Program.

"Status Point" is a measurement used to tier members – They are not redeemable for Cash and are non-transferrable

"Promotional Activities" means activities by which a member may accrue loyalty points, other benefits and/or entry into a prize draw.

"Barker Hotel Loyalty System" means a mag stripe based loyalty program operated by Barker Hotel or its authorised representatives, and means those arrangements by which a member is rewarded by collecting Barker Hotel points and other promotional activities by purchasing goods and services from participating Barker Hotel venues using their Card and is able to redeem Barker Hotel Points or offered additional rewards in accordance with these terms and conditions.

"Redeem" means to exchange points for a reward / offer.

"Turnover" means total dollars bet from the credit meter of a gaming machine.

"You" means the member who completed the Barker Hotel membership application form and any person who uses Barker Hotel LOYALTY

"We, Us, Our and Ours" means Barker Hotel Loyalty

"Player Activity Statement" is a statement that details a members gaming activity for the specified time period in which gaming activity has taken place.

## 2. GENERAL

2.1. These terms and conditions may be changed or varied at any time by Barker Hotel without notice and / or without assigning any reason. Barker Hotel may also change at any time without notice any other matter connected to the Program, including but not limited to changes of

- accrual rates for earning points
- the means by which Points may be accrued
- points required to qualify for a particular Reward
- rewards offered in connection with the Program
- points required to be eligible for a particular category of membership

- eligibility ages
- participants

*Note: Any changes or variations to the terms and conditions will not be retrospectively enacted, these can only take affect **from** the date of inception*

2.2. The card may be used only by the member and in accordance with Barker Hotel Terms & Conditions of use

2.3. Any changes will be published on Barker Hotel website. Terms & conditions will also be available on premise at Barker Hotel, 32 Gawler St, Mount Barker SA 5251

2.4. Barker Hotel reserves the right to terminate the Program at any time. Upon such termination, Members will have three months (or such longer period as Barker Hotel may specify) from the date of notice of termination within which to accrue and redeem Points. At the end of the relevant period, all Points not redeemed will expire.

2.5. First use of a Card by a Member and/or his/her signing of a Card means that the Member has read and understood these terms and conditions and accepts them as well as any rules, policies and procedures that may be adopted by Barker Hotel LOYALTY and confirms his / her eligibility for membership, as amended from time to time. The Member further agrees to immediately advise Barker Hotel of any change of address and other personal details provided by the Member on the application for membership to the Program.

2.6. Barker Hotel are not liable for any loss or damage whatsoever which is suffered (including but not limited to direct, indirect or consequential loss) or for personal injury which is suffered or sustained by a member as a result of their membership to this Program, except for any liability that cannot be excluded by law.

2.7. Barker Hotel's decision on all matters pertaining to the Program, including but not limited to the distribution of rewards, is final and binding with no correspondence being entered into.

### 3. MEMBERSHIP

3.1. Membership of the Program provides Members with the opportunity to participate in promotions and to accumulate Points for the purchase or use of Eligible Goods and Services.

3.2. The number of Status Points earned by Members will determine their eligibility for tiered Rewards during the period of the membership of the Program if such a scheme is employed. For full details on Barker Hotel tiering program please visit <https://www.thebarkerhotel.com.au/gaming/>

3.3. Membership to Barker Hotel LOYALTY is free.

3.4. A person may not hold more than one Barker Hotel LOYALTY membership.

3.5. Membership is not available to employees and their immediate families of Barker Hotel affiliated companies or agencies including employees at venues associated with this Program.

3.6. Any person over the age of 18 years may apply to become a member by completing an application form at Barker Hotel

3.7. On completion of a membership application, you will be issued with a Card. Barker Hotel will determine the manner of delivery for a Card to a Member at its absolute discretion.

Barker Hotel will not be responsible for any loss suffered by a Member due to non-delivery of a Card, provided that Barker Hotel correctly addressed the delivery to the address provided by the Member to Barker Hotel.

3.8. You may use your card at any participating Barker Hotel venue immediately upon receipt

3.9. Barker Hotel reserves the right to refuse any application for membership or terminate membership at any time for any reason, at its sole discretion, including without limitation if a member has breached or has been barred under the Liquor Licensing Act or Gaming Machines Act, or as may be amended from time to time. In the event that membership is terminated, all accumulated Points or benefits above the minimum value will be available for redemption for a period of 7 days.

3.10. The Card remains the property of Barker Hotel and must be returned upon request

3.11. A person may not hold more than one Card

3.12. Members must notify Barker Hotel immediately if the Card is lost or stolen

3.13. Barker Hotel accepts no responsibility for fraudulent use of lost or stolen Cards

3.14. Barker Hotel reserve the right to after 12 months of inactivity on a member's account, to cancel the membership and members will lose any accumulated points or benefits.

3.15. The Barker Hotel loyalty program will provide Player Activity Statements to members at least every quarter. Members will receive a Player Activity Statement when they have had any turnover in the nominated period. Player Activity statements include the total amount spent, the total amount won, and the overall net win or loss result as a minimum.

The Player Activity Statements (PAS) will be sent via email to the member's email address first. If a member does not have an email address, they will be set to "Collect in Venue" which will require visiting the cashier to get the PAS printed. If the PAS has not been emailed or collected (printed) between the 1st and the 7th of the new quarter, their membership will be "Paused". The membership will remain paused until the member collects their printed statement from the cashier. Once the statement has been printed, the membership will be reactivated, and all outstanding statements will be printed.

3.16. Death or bankruptcy of a member will result in cancellation of membership and forfeiture of all accumulated Reward points

3.17. Any fraud or misuse of the Card or improper conduct (as determined by Barker Hotel in its absolute discretion) or breach of these terms and conditions will result in Barker Hotel taking appropriate action (as determined by Barker Hotel in its absolute discretion) which may include the cancellation of membership and the forfeiture of the Card and any Points.

## 4. POINTS

4.1. Points are not transferable. Points may only be redeemed by the Member who has earned them and proof of identification may be required.

4.2. All Points are redeemed on a first earned / first redeemed basis

4.3. In addition to deductions for redemptions, Barker Hotel 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.

4.4. In the event there being insufficient points on your account, you may be required to pay for those points issued at the time of the transaction for which the refund is being sought.

4.5. You may check the number of Barker Hotel points on your Barker Hotel account at any participating Barker Hotel venue either via the member kiosk or from the cashier

4.6. Barker Hotel points are available for redemption for a period of 12 months from the date earned. Barker Hotel reserves the right to truncate points older than 12 months if not used prior.

4.7. Points issued first will be the first to be redeemed.

## 5. EARNING POINTS

5.1. Your Card must be presented at each transaction to earn points. In order to obtain points, you must notify the participating venue prior to the purchase transaction that it is a Barker Hotel purchase by presenting your Card at the point of sale.

5.2. From time to time there may be promotions that give you the opportunity to earn more Barker Hotel points and/or enter into other promotional activities.

5.3. Barker Hotel points may also be credited to your Barker Hotel account for promotional and incentive programs including promotional activities offered by Barker Hotel venues from time to time. Barker Hotel and its participating venues will determine which goods or services qualify for the promotional activities and the number of points that will be credited to your Barker Hotel account for such purchases.

5.4. Barker Hotel is not responsible and will not accept any liability for a Card or system failure or the Member not swiping or incorrectly swiping their Card at the point of sale of a Service Provider, nor is it under any obligation to provide the Member with Points under any of these circumstances.

5.5. It is the responsibility of the Member to present their Card at the time of order or participating in gaming

5.6. Any Points credited in error will be deducted by Barker Hotel.

5.7. Any Points accrued for any purchase or money spent that is then reimbursed or refunded will be deducted from the Member's points balance.

5.8. Barker Hotel will have the sole discretion to determine which matters qualify for the earning of points, the number of points issued, the rewards offered and the participating venues or within the various parts of the venues.

5.9. Points cannot be sold, transferred, pooled or otherwise dealt with except in accordance with these Terms & Conditions

5.10. A Card can be used in gaming machines at participating Barker Hotel venues to accumulate Barker Hotel points or enter into other promotional activities.

5.11. Points credited to a Barker Hotel account as a result of participating in the playing of gaming machines can be redeemed for goods or services, or cash at Barker Hotel only. The card holder may also be offered entry into promotional activities by playing of gaming machines.

5.12. Card holders participating in gaming machine operations accumulate in Barker Hotel points a minimum of 0.5% of their respective gaming turnover

5.13. Barker Hotel, at their discretion, may offer further promotional Barker Hotel points for participation in gaming operations. Such circumstances include but are not limited to; double / triple points and random promotional member draws this requires that your Barker Hotel card is inserted at the time of each promotion. The awarding of points during these promotions is determined by the loyalty system randomly selecting winners. The purpose of these promotions is to reward existing members.

5.14. Barker Hotel may also run small promotions from the member kiosk, the card holder can randomly win points based on a successful card swipe, this is open to ALL members including non-gaming members, the amount of the point prize will not exceed ten dollars. The same Kiosk from time to time may also be used to award tickets for a 'members only' draw, the ticket is awarded by default if a random win prize is not awarded. The members only draw prize will not exceed \$250 and will be available for all members to win including non-gaming members and gaming members alike. *None of these prizes require spending any money in Barker Hotel's gaming lounge to qualify.*

5.15. In the event Barker Hotel chooses to run a trade promotion that is not covered by these terms and conditions a separate approval will need to be sought. A request will be submitted to the CBS (Office of Consumer and Business Affairs) for approval.

## **6. REDEMPTION OF POINTS**

6.1. Points are not transferable. Points may only be redeemed by the Member who has earned them, and proof of identification may be required.

6.2. Members must present their Card to redeem points from their account

6.3. When you have accumulated sufficient Barker Hotel points on your Barker Hotel account, you may request to redeem those points.

6.4. The minimum cash redemption value is \$5.00 and for all others, it is \$1.00

6.5. Redemption of Barker Hotel points can occur at Barker Hotel only

6.6. Upon acceptance of any reward / offer, the number of Points attributed to that offer will be deducted from the Member's balance

6.7. Barker Hotel may set a minimum redeemable value, and this may vary for different goods or services. Points may be redeemed for goods purchased or as part payment for goods or services if you so request on production of your Card.

6.8. The Value of a single point when redeemed for Cash is \$0.01

6.9. The number of points redeemed at your request will be deducted from the point balance on your Card.

6.10. Barker Hotel may, at any time without notice to participants, alter the number of Points required to obtain a particular reward / offer

6.11. Barker Hotel gives no warranty (whether expressed or implied) whatsoever with respect to offers provided under this scheme, other than warranties provided by the manufacturer of such rewards / offers.

6.12. Rewards / offers are subject to availability and substitution may be necessary

6.13. Barker Hotel will not be liable for the non-receipt of a reward / offer

6.14. Should a reward / offer arrive damaged or faulty, you must notify Barker Hotel within three days of receipt giving full details including the name of the carrier. It is advisable to sign for an unopened package as "unexamined".

6.15. Any tax, liability or duty arising from your participation in the Barker Hotel Loyalty System is your responsibility.

## **7. OTHER BENEFITS OF MEMBERSHIP**

### **7.1. MEMBER ONLY EVENTS**

Barker Hotel may schedule events at selected venues. Members will be advised of scheduled events via any of the following mediums – point of sale, direct mail and/or electronic mail. Invitations to member only events will be exclusively for members who have visited the gaming room – this is measurable by determining if the member has

had gaming turnover recorded during the selected period.  
Special offers at scheduled events are available exclusively to Barker Hotel members and may include free finger food, non-alcoholic beverages, and refreshments of nominal value.

## **8. PRIVACY STATEMENT**

Barker Hotel respects your privacy and complies with the National Privacy Principles and Privacy Act 1988. Unless you give us explicit consent to act otherwise, the following policy will govern how Barker Hotel handles your personal information and safeguards your privacy.

### **Our Commitment**

Barker Hotel is committed to complying with the Privacy Act 1988 National Principles for the Fair Handling of Personal Information developed by the Australian Federal Privacy Commissioner

### **What Information Do We Collect and How Will We Use It?**

Certain personal information is collected when you contact us, including but not limited to your name, gender, date of birth, email address, mobile phone number, address and your interest (responses and feedback).

We use your personal information to:

- Administer and manage the Barker Hotel loyalty system
- Respond to any query raised by you or any participant in the Barker Hotel loyalty system
- Facilitate our internal business operations, including fulfilment of any legal requirements and confidential systems maintenance and testing.

If you have opted to receive promotional materials from us, then you will receive emails, posted mail or mobile SMS messages from us to inform you of up-and-coming events and special offers of interest to you.

Your information will be held in the strictest confidence. Barker Hotel will not disclose, share, or sell any personal information about you to any third party. However, in some circumstances, we may disclose your information to our contractors and service providers, but only to the extent necessary to operate our business or provide you with the products and/or services you have requested. We require these organisations to agree to our Privacy Policy and to strict conditions governing how your personal information may be used.

### **Security of Personal Information**

We will make all reasonable endeavours to protect your personal information securely against unauthorized use and access. Your personal information will be recorded, amended, and used only by authorized persons who are required to keep your information confidential.

### **Checking and Updating Your Information**

You are welcome to request details of the personal information that we hold about you. To do so, please contact our Privacy Officer (see below for contact details). We may require personal identification before providing you with details. If you wish to update or change the personal information we hold about you, please contact our Privacy Officer. We may require up to 30 days to update our records.

### **Unsubscribe**

You can opt out of receiving contact from us at any stage simply by writing to us at 32 Gawler St, Mount Barker SA 5251 or contact Barker Hotel on (08) 8391 1003 or email at <https://www.thebarkerhotel.com.au/contact-us/>

## **Privacy Officer**

If you have any questions regarding this privacy policy, you may contact our Privacy Officer by calling (08) 8391 1003, or writing to: "Loyalty Privacy Information" Barker Hotel, 32 Gawler St, Mount Barker SA 5251 or email

<https://www.thebarkerhotel.com.au/contact-us/>

## **Changes to the Privacy Statement**

Barker Hotel is committed to comply with any laws introduced to strengthen the protection for your privacy. Our Privacy Statement will be reviewed and may be revised from time to time.

We reserve the right to change our privacy policy at any time and notify you by posting an updated version of the Privacy Policy on our website. Any changes to our Privacy Policy shall be deemed to take place on the date the changes are posted to our website.

We encourage you to regularly review these policies.

<https://www.thebarkerhotel.com.au/gaming/>

## **Further Information on Privacy**

For further information about privacy issues and the protection of privacy, visit the Office of Federal Privacy Commissioner's website.