

## TERMS AND CONDITIONS

### DEFINITIONS

“**Card**” means the card issued to a Full Member in connection with his or her Membership and, for the avoidance of doubt, includes a Temporary Card.

“**Eligible goods and services**” means the goods, services and facilities of a Service Provider in respect of which SKYCITY has agreed (with the Service Provider) that Full Members will earn Points from the purchase or use of such goods, services and facilities.

“**Eligibility Age**” means the minimum age specified by SKYCITY for a person to become a Member which may differ for different locations.

“**Full Member**” means a person whose application for Membership of the Programme has been accepted and who has not ceased to be a Member under the terms and conditions of the Programme.

“**Members**” means both Full Members and Temporary Members and “**Membership**” has a corresponding meaning.

“**Participant**” means a Rewards Provider or a Service Provider.

“**PIN**” means the personal identification number for use with the Card or a Temporary Card.

“**Points**” means loyalty points earned by a Full Member from the purchase or use of eligible goods and services and otherwise awarded to Temporary Members or otherwise by SKYCITY under the terms and conditions of the Programme.

“**Programme**” means the Rewards programme administered by SKYCITY and called (in respect of Members joining pursuant to these terms and conditions) the SKYCITY Action Rewards programme or other such name as SKYCITY may determine.

“**Reward**” means the benefits, goods, services and facilities (including without limitation tickets and vouchers) provided from time to time under the Programme that can be obtained by a Full Member through the accumulation and redemption of Points.

“**Rewards Provider**” means any person who has an agreement with SKYCITY for Full Members to obtain Rewards from that person in consideration of the redemption of Points.

“**Service Provider**” means any person who has an agreement with SKYCITY such that Full Members will earn Points for the purchase or use of eligible goods and services supplied by that person.

“**SKYCITY**” means SKYCITY Action Management Limited, its successors and assigns.

“**Temporary Card**” means a card issued to a Temporary Member which is valid for seven days from the date of its first activation.

“**Temporary Member**” means a person who is not a Full Member of the Programme but is issued a Temporary Card and can accumulate Points. However that person is unable to redeem any Points earned for Rewards unless they become a Full Member before their Temporary Card expires.

### MEMBERSHIP, CARDS AND PARTICIPATION IN GENERAL

- Membership of the Programme provides Members with the opportunity to accumulate Points and Full Members with the opportunity to redeem Points for Rewards. The number of Points earned by Full Members will determine their eligibility for Rewards during the Membership of the Programme, and their Membership category.
- Membership is free to each individual who has reached the Eligibility Age that applies to the location to which the individual's Membership is attributed. Photo identification or other evidence acceptable to SKYCITY is required before an application is accepted or a Card is issued. SKYCITY reserves the right to refuse any application for Membership or terminate Membership at any time for any reason at its discretion (including without limitation if a Member trespasses in any area at the property of a Service Provider or agrees to bar him/herself from entering the property of a Service Provider or is subject to an exclusion order under the Gambling Act 2003).
- Membership is personal to each Member and is not transferable.
- The Card is the property of SKYCITY and must be returned to SKYCITY on demand including on a termination of Membership. SKYCITY will determine the manner of delivery of a Card to a Member in its absolute discretion. SKYCITY will not be responsible for any loss suffered by a Member due to misuse or no delivery of a Card, provided that SKYCITY correctly addressed the delivery to the address provided by the Member to SKYCITY. If the Card is lost or stolen, SKYCITY must be notified without unreasonable delay and SKYCITY may impose a charge for any replacement Card provided. SKYCITY is not responsible and will accept no liability for misuse of lost or stolen Cards.
- 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 and confirms his/her eligibility for Membership, as amended from time to time. The Member further agrees to immediately advise SKYCITY of any change of address and other details provided by the Member on the application for the Membership of the Programme.
- SKYCITY reserves the right to terminate the Programme at any time. Upon such a Termination:
  - Full Members will have one month; and
  - Temporary Members will have only the remaining number of days until expiration of the Temporary Card, (or such longer period as SKYCITY may specify) from the date of notice of termination within which to accrue Points and for Full Members to redeem Points. At the end of the relevant period all Points not redeemed will expire.
- SKYCITY may agree to combine the Programme with any other loyalty or rewards programme, or agree to Points being exchanged or exchangeable for loyalty reward points under any such programme (and vice versa), on such terms and conditions (including as to the exchange of Points into loyalty/reward points of that other Programme (and vice versa) as it may determine in its absolute discretion.
- SKYCITY may establish, change or remove at any time different categories of Membership to which different rules apply including but not limited to Point accrual rates, means of accruing Points and, for Full Members, Rewards offered. Membership of such category will expire at the end of six months (or such longer period as SKYCITY may specify) and be reassessed according to the criteria applying at that date.
- Death or bankruptcy of a Member will result in immediate cancellation of Membership and forfeiture of Points.
- These terms and conditions may be amended at any time without notice by SKYCITY. SKYCITY may also change at any time without notice any other matter connected to the Programme, including but not limited to changes regarding:
  - 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 Programme;
  - Points required to be eligible for a particular category of Membership;
  - Eligibility Ages;
  - Participants.

- Information provided by Members to SKYCITY will be collected and held by SKYCITY and may be disclosed by SKYCITY to any other participant. The information may be used by SKYCITY (or any other participant) for the purposes of:
  - planning, market research and promotion and marketing of goods, services and facilities of participants and other persons;
  - administering the Programme;
  - the provision or performance of services relating to the Programme;
  - sending the Member information, including newsletters and transaction statements; and/or
  - meeting its obligations under relevant legislation, including without limitation the Gambling Act 2003, or other applicable legal requirement.
 SKYCITY and other participants will also collect information about the Member's points balance and information relating to and derived from the Member's transactions affecting his/her Points balance and may exchange such information between themselves and use it for the above purposes. Members have the right to request access to and correction of the information held by SKYCITY about them by contacting SKYCITY in writing.
- Service Providers may make payments to SKYCITY in respect of Points earned by a Full Member from the purchase by the Full Member of eligible goods and services from the Service Provider. SKYCITY may make payments to Service Providers in respect of goods and services they provide in consideration of the redemption of Points by a Full Member at the Service Provider.

### POINTS

- Points are not transferable. Points may only be redeemed by the Full Member who has earned them and proof of identification may be required. A Member is not eligible to participate in any offers by a Participant, and a Full Member is not eligible to redeem Points for Rewards, under the Programme during any period that the Member has been trespassed from, or is subject to an exclusion order issued under the Gambling Act 2003 in relation to, any property owned or operated by SKYCITY or its related companies.
- Unless otherwise permitted by SKYCITY in its sole discretion, Points are valid for 12 months from the date that they are accrued and any Points that are not redeemed within 12 months will expire. All Points are redeemed on a “first-in-first-out” basis.
- Any Points accrued for any purchase or money spent by a Full Member that is then reimbursed or refunded will be deducted from the Full Member's Points balance.
- SKYCITY is not responsible and will not accept any liability for Card or system failure for a Full Member not swiping or not correctly swiping his or her Card at the point of sale of a Service Provider and is under no obligation to provide the Full Member with Points under any of these circumstances.
- Full Members cannot earn and redeem Points in the same transaction. Points earned for a transaction can be redeemed immediately in a separate transaction, but not used to discount the transaction for which Points are earned.
- Wholesalers, tour companies, free independent travellers (FITs) invoicing through a travel agent or tour company, company invoices and gift vouchers (on purchase or redemption) are all excluded from earning Points.

### REWARDS

- Points can only be redeemed for Rewards provided by a Rewards Provider. Rewards may only be obtained by the Full Member swiping his or her Card and entering in his or her correct PIN.
- Rewards are not transferable, refundable or exchangeable for cash, provided that SKYCITY may offer a cash redemption option as a Reward in its discretion.
- SKYCITY is not responsible for lost and stolen Rewards, Reward vouchers or tickets after they have been issued or sent to the Full Member.
- SKYCITY reserves the right to cancel, withdraw or substitute Rewards at its discretion and is not responsible and will accept no liability for any loss arising from a cancellation, withdrawal or substitution of Rewards.
- SKYCITY makes no warranties or representations either express or implied and expressly disclaims any and all liabilities with respect to type, quality, standard, fitness or suitability for any purpose of all Rewards provided under the Programme except those Rewards which are to be provided by SKYCITY to a consumer as defined in the Consumer Guarantees Act 1993.
- If a Full Member visits SKYCITY regularly and earns the requisite level of Points over the relevant period of time as determined by SKYCITY they will be sent promotional mailings and coupons for use at SKYCITY.

### ABUSES OF THE PROGRAMME

- Any fraud or misuse of the Card or improper conduct (as determined by SKYCITY in its absolute discretion) or breach of these terms and conditions will result in SKYCITY taking appropriate action (as determined by SKYCITY in its absolute discretion) which may include the cancellation of Membership and the forfeiture of the Card and any Points.
- Each Member is responsible for keeping his or her PIN secure and confidential. Where the Member chooses his or her PIN he or she must not choose sequential numbers, personal information or any other easily found or known PIN. The Member must not disclose the PIN to any person except to a staff member of SKYCITY or a Rewards Provider for the purposes of redeeming Points and SKYCITY will not be responsible or liable for disclosure of a PIN by a Member outside these circumstances or uses of a Member's PIN by another person. Entry by any person of a Member's PIN to obtain Rewards will result in that Member's Points balance that Member's Points balance being irreversibly reduced accordingly.
- Membership of the Programme does not give access to the benefits of any other club or facility of SKYCITY, or a participant and does not entitle a Member to obtain access to any area, club or facility in SKYCITY or a participant to any area, to any area, club or facility in SKYCITY or a participant. Any Member found attempting to access any such area, club or facility will be deemed to be breaching these terms and conditions.