

TERMS AND CONDITIONS (Effective from 25 July 2019)

DEFINITIONS

"Act" means the Gambling Act 2003.

"Card" means the card issued by SkyCity to a Full Member in connection with his/her Membership and, for the avoidance of doubt, includes a Temporary Card.

"Eligibility Age" means the minimum age specified by SkyCity for a person to become a Member, which may differ for different locations.

"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 Members will earn Points from the purchase or use of such goods, services and facilities.

"Full Member" means a person whose application for Membership of the Programme has been accepted, but excludes Temporary Members and those persons who have 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 Service Provider.

"PIN" means the personal identification number for use with a Card.

"Points" means loyalty points earned by a Member from the purchase or use of Eligible Goods and Services and loyalty points otherwise awarded to a Member by SkyCity under the terms and conditions of the Programme.

"Premier Bonus Dollars" means loyalty dollars issued to a Member by SkyCity from time to time (in connection with a promotional event or otherwise) 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 Premier 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 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 by SkyCity to a Temporary Member which is valid for seven days (or such lesser or greater period as SkyCity may specify) 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 participate in exclusive promotional events and activities from time to time offered by Participants and/or other third parties; and
 - Full Members with the opportunity to redeem Points for Rewards and/or Premier Bonus Dollars.
- 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. Suitable photo identification, proof of residential address and other evidence acceptable to SkyCity may be required before an application is accepted or a Card is issued.
- 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 of such category will expire at the end of six months (or such lesser or greater period as SkyCity may specify) and be reassessed according to the criteria applying at that date.
- SkyCity 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 trespasses in any area at any property owned or operated by SkyCity or its related companies or is subject to an exclusion order issued under the Act). A Member is not eligible to accumulate Points or participate in exclusive promotional events and activities from time to time offered by Participants and/or other third parties, and a Full Member is not eligible to redeem Points for Rewards or Premier Bonus Dollars, under the Programme during any period that that Member has been trespassed from, or is subject to an exclusion order issued under the Act in relation to, any property owned or operated by SkyCity or its related companies. Notwithstanding, a Full Member may, subject to clauses 31 and 32, withdraw funds from that Member's Card during any such period.
- Membership is personal to each Member and is not transferable.
- Each Card is the property of SkyCity and must be returned to SkyCity on demand, including on termination or cancellation of Membership. SkyCity will determine the manner of delivery of a Card to a Member in its sole discretion. SkyCity will not be responsible for any loss suffered by a Member due to misuse or non delivery of a Card. If a 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. Each Member further agrees to immediately advise SkyCity of any change of address and other details provided by that Member on their application for 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 their 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 and Premier Bonus Dollars. At the end of the relevant period, all Points and Premier Bonus Dollars not redeemed will expire and be forfeited.
- 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 other 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 sole discretion.
- SkyCity may at any time establish, change or remove 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.
- Death or bankruptcy of a Member will result in immediate cancellation of Membership and forfeiture of all Points and Premier Bonus Dollars of that Member.
- These terms and conditions may be amended at any time without notice by SkyCity. The latest version of the terms and conditions for the Programme can be found at skycity.co.nz. 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; and
 - Participants.
- Each Member authorises SkyCity and/or any related company of SkyCity to contact, if applicable, the NZ Transport Agency, the Department of Internal Affairs or any other source (each a **"source"**) to verify, obtain, dispose of or exchange information about that Member, including without limitation for the purposes of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009. Each Member authorises each source to provide SkyCity with any information about that Member.
- A Service Provider may make payments to SkyCity in respect of Points earned by Members from the purchase or use of Eligible Goods and Services from that Service Provider. SkyCity may make payments to a Rewards Provider in respect of goods and services they provide in consideration of the redemption of Points by a Full Member from that Rewards Provider.
- SkyCity is not responsible, and will not accept any liability, for any Card or system failure or for a Member not swiping or not correctly swiping his/her Card and neither SkyCity or any Participant is under any obligation to provide the relevant Member with Points or any other thing under any of these circumstances.

POINTS

- Points are not transferable and may only be redeemed by a Full Member who has earned them or otherwise been awarded them by SkyCity.
- Unless otherwise permitted by SkyCity in its sole discretion, Points are valid for six months from the date of accrual and any Points that are not redeemed within six months of the date of accrual will expire. All Points are redeemed on a "first-in-first-out" basis.
- Any Points accrued by a Member in connection with a transaction which is subsequently cancelled or where a refund is subsequently given will be deducted from that Member's Points balance.

- Full Members cannot earn and redeem Points in the same transaction. Points earned from the purchase or use of Eligible Goods and Services in any one transaction can be redeemed immediately in a separate transaction, but cannot be 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 a Full Member swiping his/her Card and entering his/her correct PIN. Proof of identification may be required at the time of redemption.
- Rewards are not transferable, refundable or exchangeable for cash, provided that SkyCity may from time to time offer a cash redemption option as a Reward in its sole discretion.
- SkyCity is not responsible for lost or stolen Rewards or 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 sole 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 earns the requisite level of Points over the relevant period of time (as determined by SkyCity in its sole discretion from time to time), that Full Member may, unless otherwise directed by that Full Member, be sent promotional mailings and coupons by SkyCity.

PREMIER BONUS DOLLARS

- Premier Bonus Dollars are not transferable or exchangeable for cash and may only be redeemed by a Full Member who has been issued them by SkyCity. Proof of identification may be required at the time of redemption.
- Unless otherwise permitted by SkyCity in its sole discretion, Premier Bonus Dollars are valid for three months from the date of issue and any Premier Bonus Dollars that are not redeemed within three months of the date of issue will expire. All Premier Bonus Dollars are redeemed on a "first-in-first-out" basis.
- Premier Bonus Dollars may be redeemed by Full Members for:
 - Bonus Play Chips for use on selected table games;
 - gaming machine credits for use on selected gaming machines; and/or
 - if permitted, electronic table game credits for use on selected electronic table games,
 at the SkyCity Casino in the location to which the relevant Full Member's Membership is attributed. The number of Premier Bonus Dollars required to redeem a Bonus Play Chip, gaming machine credit or electronic table game credit (as applicable) will be determined by SkyCity in its sole discretion from time to time.

CASHLESS GAMING

- A Full Member may, subject to satisfying all the conditions specified by SkyCity in its sole discretion from time to time, elect to activate cashless gaming functionality on that Full Member's Card, which once activated will enable that Full Member to:
 - credit funds to that Card;
 - debit gaming machine wagers and (if permitted) electronic table game wagers from that Card;
 - credit gaming machine winnings and (if permitted) electronic table game winnings to that Card; and/or
 - withdraw funds from that Card,
 at SkyCity Casino Auckland and, in each case, up to any applicable monetary threshold as specified by SkyCity in its sole discretion from time to time.
- Unless otherwise permitted by SkyCity in its sole discretion, funds credited to a Card will be available for 12 months from the date of crediting and any funds that are not debited or withdrawn within 12 months from the date of last activity by the relevant Member (ie last use of his/her Card) will be forfeited. All funds credited will be debited or withdrawn on a "first-in-first-out" basis.
- The crediting to or withdrawal of funds from a Card establishes a business relationship for the purposes of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 and, accordingly, a Full Member will, unless otherwise specified by SkyCity, be required to provide SkyCity with suitable photo identification and/or verified details of their residential address before any credit or withdrawal can proceed.

ABUSES OF THE PROGRAMME

- Any fraud or misuse of a Card or improper conduct (as determined by SkyCity in its sole discretion) or breach of these terms and conditions will result in SkyCity taking appropriate action (as determined by SkyCity in its sole discretion), which may include the cancellation of Membership and the forfeiture of the relevant Member's Card and any accrued Points, Rewards, Premier Bonus Dollars and/or funds.
- Each Member is responsible for keeping their PIN secure and confidential. Where a Member chooses a PIN, that Member must not choose sequential numbers, personal information or any other easily found or known PIN. SkyCity will not be responsible or liable for disclosure of a PIN by a Member or use of a Member's PIN by another person. Entry by any other person of a Member's PIN in connection with use of that Member's Card may result in that Member's Points balance being irreversibly reduced or, where the cashless gaming functionality has been activated on that Card, that Member's funds being irreversibly debited (as the case may be).
- Membership of the Programme does not give a Member 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 operated by SkyCity, a related company of 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.

PRIVACY

- All information provided by Members to SkyCity (**"Information"**) will be collected and held by SkyCity and, to the extent permitted by law, may be disclosed by SkyCity to any third party, including a Participant, and/or used by SkyCity or that third party, 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;
 - maintaining security and safety at any property owned or leased by SkyCity, any related company of SkyCity or any Participant;
 - recovering any debt owed to SkyCity, any related company of SkyCity or any Participant;
 - preventing or investigating any actual or suspected misconduct, fraud or unlawful activity;
 - administering and/or assisting compliance with applicable host responsibility programmes for potential and problem gamblers, including (but not limited to) managing exclusions, requests to re-enter, trespass orders and request to leave premises notifications; and/or
 - meeting obligations under relevant legislation, including (without limitation) the Act, or other applicable legal requirement.
- SkyCity and other Participants will also collect information about a Member's Points balance and information relating to and derived from a Member's transactions affecting his/her Points balance and may exchange such information between themselves and use it for the above purposes.
- Pursuant to section 177 of the Act, certain information relating to a Member held by SkyCity must be retained for 7 years following that Member's final business interaction with SkyCity. Members have the right to request access to and correction of the information held by SkyCity about them by contacting SkyCity in writing.

PROBLEM GAMBLING EXCLUSION

- To the maximum extent permitted by law, neither SkyCity nor any of its related companies (including the holders of the operator's licences and the venue licences for the SkyCity casinos) nor their officers nor employees shall in any circumstances assume any obligation or incur any liability whatsoever to a Member or to any other person (whether in contract, tort, equity, under statute, or otherwise) in relation to or for any loss, damage or other harm of any kind, whether direct, indirect or consequential, or whether personal, social, physical, economic (including gambling losses) or otherwise caused or exacerbated by, or arising from or in connection with, any problem gambling by a Member at SkyCity.