

Lifestyle REWARDS

The Panthers Lifestyle Rewards Program Terms and Conditions

1. GENERAL

1.1 These terms and conditions apply to the rewards program known as Panthers Lifestyle Rewards that has been established 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 Lifestyle Rewards Program you agree to be bound by these terms and conditions and provide the consent specified in clause five (5) relating to personal information.

1.4 The terms & conditions governing the Panthers Lifestyle Rewards Program are subject to change, and can be amended by the 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 Lifestyle Rewards Program is offered to members of the Club at our discretion.

1.5 Your Club Membership provides you with the opportunity to participate in Panthers Lifestyle Reward Program

1.6 Panthers Lifestyle Reward Points will only commence accruing in your Points Account after:

1.6.1 your application for Membership to the Club has been processed by our Membership or Reception staff and you have received a Penrith Rugby League Club Membership Card.

1.7 The accrual of Panthers Lifestyle Reward Points, spending of Panthers Lifestyle Reward Points or the redemption of rewards is not available in conjunction with any other offer, discount, promotion or program offered by us unless stated otherwise.

1.8 We reserve the right to decide any matter or settle any dispute arising directly or indirectly out of or in connection to Panthers Lifestyle Rewards Program and our 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, we accept 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 Lifestyle Rewards Program and you release and discharge us from any liability for any such loss, damage or injury. If we are liable to you in any way, then our liability will be limited to allocating to your Points Account the number of Panthers Lifestyle Reward Points which we consider 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 Lifestyle Rewards program, the accumulation of Panthers Lifestyle Reward Points or the redemption of Panthers Lifestyle Reward Points or any rewards.

1.11 Unless otherwise stated, any material published by us pertaining to these terms and conditions, including material relating to the rate of accrual of Panthers Lifestyle Reward Points, redemption of Panthers Lifestyle Reward Points for any rewards and the number of Panthers Lifestyle Reward Points required to be earned and maintained for any level of participation in Panthers Lifestyle Rewards Program, will form part of the terms and conditions of Panthers Lifestyle Rewards Program, which may be varied by us from time to time at our 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, but 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 LIFESTYLE REWARDS PROGRAM

2.1 There are five (5) levels of Panthers Lifestyle Rewards Program being Earth, Air, Water, Fire and Lightning.

2.2 All eligible Members of the Club who participate in Panthers Lifestyle Rewards Program will begin in the Earth level.

2.3 To be eligible for the Air, Water, Fire and Lightning levels, you must earn and maintain the specified number of Panthers Lifestyle Reward points correlating to those levels within a six (6) month period (or such period as we may specify from time to time). The number of

Panthers Lifestyle Reward Points required to achieve or maintain each Loyalty level will be published by us and will be subject to change from time to time.

2.4 The number of points earned by Club Members during the most recent six month period will be examined at the end of each calendar month and those Club Members who become eligible for a higher level of Panthers Lifestyle Rewards Program will be notified of their promotion to that level during the course of the following month.

2.5 In April and October of each year those Club Members who have not earned or maintained the number of points over the previous six (6) months required to remain eligible at their current level will be advised during the course of the following month (May & November respectively) of their new level.

2.6 We reserve the right to make any changes to these terms and conditions, at any time, including to:

2.6.1 create, amend or remove levels of the Panthers Lifestyle Rewards Program to which different terms and conditions apply including but not limited to the benefits applicable to each level of Panthers Lifestyle Rewards Program and the method and rates of Points accrual and rewards offered to you as part of the Panthers Lifestyle Rewards Program;

2.6.2 set and change the number of Panthers Lifestyle Reward Points required to be earned and maintained under the Panthers Lifestyle Rewards Program within any period for eligibility to any level of Panthers Lifestyle Rewards Program;

2.6.3 move you into another level of Panthers Lifestyle Rewards Program regardless of the amount of Panthers Lifestyle Reward Points accrued by you at anytime without notice to you.

2.7 Subject to any changes we may make, your participation in Panthers Lifestyle Rewards Program will enable you to receive the benefits appropriate to the level you are assigned. Please see Club Reception for a list of Benefits within your assigned Tier.

2.8 Any Panthers Lifestyle Reward Points that are accrued through any means other than being earned through eligible transactions will not be considered in assigning levels of Panthers Lifestyle Rewards Program.

2.9 Any bonus discount offered when Panthers Lifestyle Reward Points are used for purchase is restricted to selected outlets, may not be used 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. POINTS & REWARDS

3.1 You will accrue Panthers Lifestyle Reward Points as a result of certain eligible transactions at the standard rate unless otherwise stated. The standard rate of accrual of Panthers Lifestyle Reward Points will be published by us, and will be subject to change from time to time.

3.2 To accrue Panthers Lifestyle Reward Points It is your responsibility to ensure that your Club Membership card is:

3.2.1 inserted into, and accepted by, the Membership card terminal (e.g. of a gaming machine); and

3.2.2 is working and accruing Panthers Lifestyle Reward Points during the course of your play of the gaming machine or at point of sale terminals etc. (as the case may be).

3.3 We are not liable for the failure of your Membership card to accrue Panthers Lifestyle Reward 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).

3.4 We reserve the right:

3.4.1 to adjust the number of Panthers Lifestyle Reward 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 Panthers Lifestyle Reward Points being invalidly accrued; and

3.4.2 to change the rate and manner in which Panthers Lifestyle Reward Points are accrued (including but not limited to the transactions that we classify as eligible transactions and the standard rate of Point accrual) and set and change the number of Points to be redeemed for any product or reward.

3.5 Panthers Lifestyle Reward Points will not validly accrue on your Points Account while your Club Membership card is being used by another person.

3.6 Panthers Lifestyle Reward 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.

3.7 We will not be responsible for replacing Panthers Lifestyle Reward Points due to a lost, stolen, damaged or faulty Club Membership card.

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

3.9 Panthers Lifestyle Reward Points and any rewards forming part of Panthers Lifestyle Rewards Program are not transferable, refundable or exchangeable for cash.

3.10 All rewards that are offered in Panthers Lifestyle 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.

3.11 We do not accept liability for:

3.11.1 any lost or stolen rewards or gifts (including vouchers) after they have been issued;

3.11.2 any loss or damage arising from our cancellation, withdrawal or substitution of any rewards that form part of Panthers Lifestyle Rewards; or

3.11.3 the unavailability of any rewards or gift that we previously displayed or promoted as being available for the redemption of Panthers Lifestyle Reward Points or any other means.

3.12 We make no representation and give 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 Lifestyle Rewards Program.

3.13 Panthers Lifestyle Reward Points will expire for some Loyalty levels at various times within the Membership year.

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 Lifestyle 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 LIFESTYLE 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 Panthers Lifestyle Reward Points and associated rewards (whether they be Panthers lifestyle Reward Points and rewards having accrued or not) will be permanently cancelled.

5.2 We may terminate or suspend your Membership (in our absolute discretion) if we 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 Panthers Lifestyle Reward Points and associated rewards (whether they be Panthers Lifestyle Reward Points and rewards having accrued or not) will automatically be cancelled (and for the purpose of clarity will not be redeemable) from the time we terminate your Membership; and

5.4 We may suspend or terminate the operation of Panthers Lifestyle Rewards Program at any time and without prior notice to you. We give no warranty as to the continuing availability of Panthers Lifestyle 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 Lifestyle 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 Lifestyle Rewards Program is terminated for whatever reason, all Panthers Lifestyle Reward 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.