

# TERMS & CONDITIONS

## 2018 MEMBER BENEFITS

These Terms are binding on you. These terms and conditions apply to your participation in the Wests Member Benefits Program. Your participation in our Wests Member Benefits Program indicates your acceptance of these terms and conditions, and has the same force and effect as if you had actually signed these terms and conditions.

### 1. Understanding these Terms

In these Terms: "Program Partner" means a person or organisation which has agreed to offer certain benefits to Members under the Wests Member Benefits Program; "We", "our" and "us" means the Western Suburbs (N'cle) Leagues Club Ltd ABN 24 000 973 919 referred to as Wests below; "You" means the Wests Member who is eligible to participate in the Wests Member Benefits Program.

### 2. Changes in these Terms

We may vary these terms and conditions from time to time without prior notice by updating our website. The revised terms and conditions will take effect when they are posted on this website, at [www.westsnewcastle.com.au](http://www.westsnewcastle.com.au) or such other website we may use from time to time or published.

### 3. Participation in the Member Benefits Program

Under our Wests Member Benefits Program, our Program Partners have agreed to provide you with benefits that may include discounts, upgrades or other offers.

Eligibility to participate is open only to individual persons. Your participation is at our discretion, and we may accept or revoke your eligibility without prior notice and for any reason, including if you: Fail to comply with these terms and conditions; or Cease to be a Member of Wests.

### 4. Program Benefits

The benefits available under the Wests Member Benefits Program are listed on our website and in other correspondence and advertising issued by us or by our Program Partners from time-to-time. We take reasonable care to ensure that information we publish in relation to the Wests Member Benefits Program is accurate but do not accept any liability relating to information provided by third parties. All descriptions of benefits we publish are based on information supplied by Program Partners.

All benefits are subject to availability and other terms and conditions which may be imposed by Program Partners. All offers are subject to availability and cannot be used in conjunction with any other offer. These may be communicated by us on behalf of the Program Partner in the media outlined above or by the Program Partner. Unless otherwise stated, no benefit may be used in conjunction with any other offer.

The benefits are available to Wests Members only and cannot be sold, transferred, assigned or otherwise dealt with except with the consent of Wests and the relevant Program Partner.

To claim a benefit, you must communicate to the Program Partner that you are a Wests Member and that you wish to obtain a benefit under the Wests Members Benefit Program as follows:

If you contact the Program Partner by telephone, you must notify the Program Partner at the outset of the first telephone conversation that you are a Wests Member requesting the benefits and provide your current full financial Wests Membership number as required by the Program Partner; In a face-to-face transaction, you must present your current full financial Wests Membership card; or You may be required to telephone in advance

## TERMS & CONDITIONS CONTINUED

or make a booking prior to attending a Program Partner's business and claiming a benefit. Please refer to our website for any such special conditions.

### 5. Program Partners and Transactions

Under the Wests Member Benefits Program, we arrange for Program Partners to offer certain benefits to Wests Members. Program Partners are not the agents of Wests and have no authority, express or implied, to bind Wests or to make any representations, warranties or statements on our behalf.

We are not a party to any transactions entered into between a Wests Member and a Program Partner and are not responsible for any such transactions, but we reserve the right to monitor complaints and disputes.

We are not liable in any way for:

- Any use of your Wests Membership card by another person;
- Any failure by you to notify a Program Partner that you are seeking a benefit under the Wests Member Benefits Program when purchasing goods or services;
- A Program Partner not offering or making a benefit available for any reason;
- A failure by a Program Partner to comply with the terms of any transaction entered into with you; or
- The suspension and/or termination of the Wests Member Benefits Program.

We make no warranties, whether express or implied and whether arising under legislation or otherwise, nor shall we be liable in any way in respect of the condition, suitability, quality, fitness or safety of any goods or services supplied under the Wests Member Benefits Program to you by a Program Partner.

Any liability relating to the payment of tax, including GST, which arises from your participation in the Wests Member Benefits Program by virtue of your purchasing any goods or services from a Program Partner, is your responsibility.

### 6. Member's Obligations and Responsibilities

You are responsible for the use of the Wests Membership card, and any breach of these terms and conditions.

You must not:

- Abuse or misuse the Wests Member Benefits Program, any benefits, facilities, services or arrangements accorded to you as a result of the Wests Member Benefits Program;
- Act in any way which is likely to be detrimental to the interests of Wests,
- Program Partners or the Wests Member Benefits Program;
- Supply or attempt to supply any false or misleading information, or make any misrepresentation to us;
- Sell, assign, transfer or acquire, or offer to sell, assign, transfer or acquire any Program benefit other than in accordance with these terms and conditions; or
- Act in any way which, in our reasonable opinion, breaches or is likely to breach these terms and conditions or is inconsistent with the intent of these terms and conditions.

## TERMS & CONDITIONS CONTINUED

### 7. Privacy

By using your Member ID in conjunction with the Wests Member Benefits Program, you consent to:

- The Program Partner collecting certain information relating to your transaction(s) and transferring it to us; and
- The use of such information by us.
- The information collected may include your Wests Membership number, the date and time of your transaction and details of purchases, benefits obtained by you, and other information relating to the transaction (Transaction Information).
- All Program Partners are required to only use the Transaction Information for the purposes of the Wests Member Benefits Program.
- We may use the Transaction Information for the purpose of administering the Wests Member Benefits Program, tracking your use of the Wests Member Benefits Program and providing a range of services relating to the Wests Member Benefits Program.
- We may also use the Transaction Information (together with other personal information collected from you) for the purpose of providing communications (including marketing) and specific services tailored for you.
- If you have already chosen not to receive marketing information from us, we will continue to abide by your wishes.
- If you wish to learn how to opt out of receiving marketing information, or to change your preferences, or to make an inquiry or complaint or to obtain a copy of our Privacy Policy, please read our full privacy statement.
- Program Partners will not have access to your name and address unless you agree to provide it to them.
- We take no responsibility for any information you may give to any Program Partner.
- We are in no way responsible or liable for the acts or omissions of the Program Partners.
- You should therefore refer to the privacy policies of Program Partners for information on how they handle your personal information.

Where any of the above information comprises "Personal Information" under the Privacy Act 1988, it will be handled in accordance with our Privacy Policy. Wests uses contractors, agents and suppliers to assist us in servicing you. These parties may require access to some of your personal or confidential information. In such cases we require these parties to maintain confidentiality and not misuse information. Examples of these parties include our computer system support companies.

### 8. Suspension or Termination

We may suspend or terminate your eligibility to participate in the Wests Member Benefits Program and your use of the Membership card without notice and for any reason, including if you:

- Do not comply with these terms and conditions;
- Do not comply with the conditions of any product or service offered by a Program Partner or for the Wests Member Benefits Program; or
- Cease to be a Member of Wests.

## TERMS & CONDITIONS CONTINUED

In such circumstances, we may cancel and/or refuse to honour any Program benefits that have been redeemed by or provided to you. Subject to applicable laws, we will not be liable to you or any third party for any loss or damage whatsoever suffered by any person as a result of any such suspension, termination or cancellation.

### 9. Warranties and Liabilities

To the extent permitted by law: Neither Wests, nor its licensors or employees or related bodies corporate, make any representations or warranties as to the accuracy, reliability, completeness, currency or timeliness of the Wests Member Benefits Program, or any communications provided on or via the use of our website or brochures;

Or Wests excludes all conditions and warranties, express or implied by law (statutory or otherwise) and any liability for any loss or damage suffered in connection with the use of the Wests Member Benefits Program;

Neither Wests, nor its licensors or employees, accept any liability for any injury, loss or damage incurred by:

Participation in the Wests Member Benefits Program; Use of or reliance on any benefits provided by the Program Partners in the Wests Member Benefits Program, whether arising from negligence or otherwise. If any law prohibits the exclusion of such liability, Wests limits its liability, to the maximum extent possible, to the resupply of the relevant services or paying for the relevant services to be resupplied; and You indemnify Wests from and against any losses, damages, costs and expenses incurred by it in connection with your breach of these terms and conditions or any other legal obligation by you, or your use of or conduct in the Program

### 10. Severability

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this agreement is not affected.

### 11. Waiver

Our failure to exercise or enforce any one or more of our rights under these terms and conditions will not constitute a waiver of such rights unless such waiver is granted by us in writing.

### 12. Complaint Procedure

Any complaints you have in relation to a benefit offered by a Program Partner are between you and the Program Partner. Please contact the relevant Program Partner in such a case. If you wish to lodge a complaint about the Wests Member Benefits Program then contact us directly via the contact details set out below.

### 13. Contact Details

If you wish to contact us please use any of the methods below:

Email: [marketing@westsnewcastle.com.au](mailto:marketing@westsnewcastle.com.au)

Mail: Marketing, Wests Member Benefits Program

PO Box 72 New Lambton NSW 2305

Telephone: (02) 4935 1420

### 14. Governing Law

These terms and conditions are governed by the laws of New South Wales, Australia. We and you irrevocably submit to the exclusive jurisdiction of the courts of New South Wales.

# TERMS & CONDITIONS CONTINUED

## WESTS GIFT CARDS

### Use of Wests Gift Cards

The Wests Gift Card has a value equal to the purchase amount and is valid for 12 months from the date of purchase shown on the rear of the card.

Wests Gift Cards can be used at all Wests outlets including Wests New Lambton, Wests Mayfield, Nelson Bay, Wests Cardiff, Wests City, Balance Collective gyms at Mayfield, New Lambton, Nelson Bay, Cardiff and City and at The Executive Inn and The Gateway Inn, Newcastle.

This includes restaurants, bars, accommodation and health clubs and can be used to purchase any Wests product including in-house events, meals, beverages, memberships, accommodation and health services.

### Terms and conditions of use

- Wests Gift Cards are equivalent to in-house cash and can only be redeemed for products provided by The Wests Group Australia
- Third party products like tickets for external events or other items not produced by Wests are not able to be purchased with this card
- Lost or stolen cards cannot be replaced
- Gift cards can be swiped at any till
- No change will be given
- Cards that have been fully redeemed will be destroyed
- Members are able to use their membership card with the Wests Gift Card to receive membership discounts
- Members are able to use valid vouchers in conjunction with the gift card

Gift cards purchased at Balance can only be used to acquire health services including membership to the gyms, child minding, learn to swim or personal training.

Please take your card to the Help Desk at Wests Clubs to check conditions of use or discuss any problems or call 4935 1200.

## RAFFLE HOUSE RULES

It is our aim to make an enjoyable, fun experience for participants in all of our promotions. To assist with this and for compliance reasons we have the following house policy for all raffles conducted on our premises.

It is a condition of entry to these promotions that each person complies with these rules. Please see your promotions staff before the game begins if you do not understand or do not think you can comply as refunds are not allowed once the promotion has begun.

- Members and visitors can participate in this game.
- Under 18's must be accompanied by a responsible adult.
- No person conducting or assisting in the conduct of the game is to participate in the game as a player.

## TERMS & CONDITIONS CONTINUED

- Tickets are \$1 for 5 numbers.
- Members who show a valid membership card receive \$5 free numbers when \$5 of tickets are purchased (\$10 - \$10 free etc)
- There is no limit on tickets purchased.
- All ticket numbers are distributed by the attendant on a purely random basis and cannot be manipulated.
- Only tickets paid for during a raffle session can be used for claiming prizes in that session.
- Prizes are chosen from the prize pool by the winners as they require with the largest prizes offered from first number drawn.
- Once prizes are taken from the display they cannot be exchanged for other goods on display.
- No cash prizes can be awarded.
- Only goods on display (meat, electrical items or toys), Wests vouchers or shopping vouchers.
- A winning ticket number will be called and repeated.
- All prizes advertised will be given away during the session.
- Prize winning numbers will be called over the PA system and shown on the raffle screen.
- Should any breakdown occur with machinery the raffle will cease and an alternative may be substituted.
- Winning numbers must be verified by a staff member and must be present at the time of the game and claim their prize within 4 minutes otherwise a redraw will take place.
- The raffle caller is the adjudicator of the promotion.
- When a discrepancy arises it is the caller who has the final say before prize is allocated.
- All other issues should be discussed with the Services and Facilities Manager on duty.
- Prizes kept for storage must be marked with the members name, membership and phone number and details of collection.
- Prizes can be kept for a maximum of 24 hours and will then be treated as lost property unless other arrangements are made.
- A staff member cannot claim a prize.

### BINGO & HOI HOUSE RULES

It is our aim to make an enjoyable, fun experience for players in all of our promotions. To assist with this and for compliance reasons we have the following house policy for all games of bingo and hoi on our premises.

- It is a condition of entry to these games that each person complies with these rules.
- Please see promotions staff before the game begins if you do not understand or do not think you can comply as refunds are not allowed once the game has begun.
- Members and visitors can participate in this game.
- Under 18s must be accompanied by a responsible adult.

## TERMS & CONDITIONS CONTINUED

- No person conducting or assisting in the conduct of the game is to participate in the game as a player.
- All game material both electronic and paper tickets are distributed by the attendant on a purely random basis and cannot be manipulated.
- Only tickets and/or boards paid for during a session can be used for claiming prizes in that session.
- No cash prizes can be awarded.
- Prizes include Eftpos Gift cards or Wests vouchers.
- Prize winners must have their games verified by the staff running the Bingo/ Hoi session.
- If there is more than one winner in any game the prize is shared equally between the winners including line games/specials.
- Where a prize can not be equally divided a play off between winners will take place until the prize can be divided. Consolation prizes may be awarded
- A number must be called and repeated to be a valid number.
- If a number is called and repeated and is not shown, the caller will include the number as part of the game.
- The winner of the game must go out on the last number called.
- If a player does not have the last number called the prize cannot be claimed, and the game will proceed until a winner is found.
- Once all winning tickets have been verified the caller will ask if there is anyone else before closing the game for a new game to commence.
- The final draw at the end of the session is the 'clean up draw'.
- Players write their names on the back of their tickets.
- The tickets are placed in two receptacles, one for paper and one for electronic tickets, a draw is held and each winner is awarded a \$20 Wests Rewards voucher.
- There is a raffle held at all Bingo and Hoi sessions for participating patrons.
- Prize winners must have their winning ticket verified to claim their prize.
- Patrons must be present to claim their prize or a redraw will take place till we have a winner.
- The caller is the adjudicator of the promotion and has another staff member for verification.
- When a discrepancy arises it is the caller who has the final say before a prize is issued.
- All other issues should be addressed to the Manager on Duty.
- PETS are a fun new way to play Bingo, however we have limited units, one Pet per player unless there is unused PETS.
- Refreshments and in-room raffles are provided for Bingo or Hoi patrons participating on the same day.