

O-REWARDS PROGRAM TERMS & CONDITIONS

1. GENERAL

1.1 These terms and conditions apply to the rewards program known as o-rewards ('the program') created and administered by Oscars Hotels Pty. Ltd. ABN 13 100 497 765 ('the company').

1.2 References to:

1.2.1 "we", "our" and "us" are references to the company.

1.2.2 "membership" means membership of the program.

1.3 By participating in the program, you agree to be bound by these terms and conditions and provide the consent specified in clause 4. relating to personal information.

1.4 The terms and conditions governing the program are subject to change and can be amended by the company's management from time to time. A copy of the current terms and conditions are available from any participating Oscars venue from time to time or at www.o-rewards.com.au. Membership of the program is offered to patrons of participating Oscars venues at the company's discretion.

1.5 O-rewards points will commence accruing in your points account after your application for membership to the program has been processed by membership or reception staff and you have received a membership card.

1.6 The accrual of o-rewards points, spending of such points or the redemption of rewards are not available in conjunction with any other offer, discount, promotion or program offered by the company unless stated otherwise.

1.7 The company reserves the right to decide any matter or settle any dispute arising directly or indirectly in respect of, or in connection with, the program. The company's decision on any such matter or dispute will be final and binding and no correspondence will be entered into.

1.8 Subject to any applicable law which cannot be excluded, the company accepts 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 in respect of, or in connection with, the program. You release and discharge the company from any liability for any such loss, damage or injury. If the company is liable to you in any way, then that liability will be limited to allocating to your points account, the number of o-rewards points, which the company considers is appropriate in connection with your relevant claim.

1.9 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 with, your participation in the program, the accumulation or the redemption of o-rewards points or any other rewards issued pursuant to the program.

1.10 Unless otherwise stated, any material published by the company pertaining to these terms and conditions, including material relating to the rate of accrual of o-rewards points, redemption of o-rewards points for any rewards and the number of o-rewards points required to be earned and maintained for any level of participation, will form part of the terms and conditions of the program. These may be varied by the company from time to time at its discretion.

1.11 If all or part of any clause in 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. 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. OSCARS REWARDS TIERS

2.1 Initially, there are three (3) tiers of membership of the program, being Bronze, Silver and Gold.

2.2 As the program develops, additional tiers may be added to the program.

2.3 All persons who become members of the program will start on the Bronze tier.

2.4 Points criteria: To be eligible for the Bronze, Silver and Gold tiers, you must earn and maintain the specified number of o-rewards points correlating to those tiers within a twelve (12) month period (or such lesser period as we may specify from time to time).

2.5 Review of member tier levels: The number of points earned by a member during the most recent twelve (12) month period (or such lesser period as we may specify from time to time) will be regularly examined.

2.5.1 Upgrading tier levels: If we deem that a member is eligible for upgrade to a higher level in the program, the member will be notified of his/her promotion to that level as soon as is reasonably practicable;

2.5.2 Downgrading tier levels: If we deem that a member should be downgraded to a lower level in the program, the member will be notified of his/her relegation to that level as soon as is reasonably practicable.

2.6 Expiry of Points: O-reward points expire for Bronze and Silver tier members on 30 June every year whereas o-reward points do not expire for Gold tier members.

2.7 The company reserves the right to make any changes to these terms and conditions, at any time, including to:

2.7.1 create, amend or remove tiers of the program to which different terms and conditions apply including, but not limited to, the benefits applicable to each tier of the program, the method and rates of accrual of o-rewards points and other rewards offered to you as part of the program;

2.7.2 set and change the number of o-rewards points required to be earned and maintained under the program within any period for eligibility to any tier of the program;

2.7.3 move you into another tier of the program regardless of the amount of o-rewards points accrued by you at any time, without notice to you.

2.8 Subject to any changes we may make, your participation in the program will enable you to receive the benefits appropriate to the level you are assigned. The list of benefits for each tier is published at o-rewards.com.au and in brochures at each participating venue.

2.9 Any o-rewards points that are accrued through any means other than being earned through eligible transactions will not be considered in assigning tiers of the program.

2.10 Any bonus discount offered when o-rewards 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. EARNING AND REDEEMING O-REWARDS POINTS

3.1 O-rewards points will be accrued as a result of certain eligible transactions at the standard rate unless otherwise stated.

3.1.1 Members can earn o-rewards points when purchasing at selected food and beverage outlets. Notice of the specific outlets where o-rewards points are accruable is available at each participating venue. To earn o-rewards points for purchasing food and beverage, a member must present his/her membership card to the staff member making the transaction and ensure it is swiped through the Point of Sale (POS) terminal.

3.1.2 Members can also earn o-rewards points when playing electronic gaming machines (EGMs). To earn o-rewards points using EGMs, it is the member's responsibility to ensure the member's card is inserted into the EGM and the EGM recognises the member's card is inserted before and while playing the EGM.

3.2 Accrual rate: O-rewards points are accrued based on the following:

3.2.1 One (1) point earned for every \$1 spent in participating food, beverage or other outlets nominated by the venue.

3.2.2 One (1) point earned for every \$5 of turnover on EGMs.

3.2.3 One (1) point earned for every \$1 spent within meeting and event spaces at each participating venue. The name on the invoice must match the name of the member. O-rewards points cannot be issued to members who are booking events on behalf of an organisation or business.

3.2.4 One (1) point earned for every \$1 spent on accommodation at a participating hotel.

3.3 The company is not liable for the failure of your membership card to accrue o-rewards 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 The company reserves the right:

3.4.1 to adjust the number of o-rewards points you have accrued if the o-rewards points were as a result of the 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 o-rewards points being invalidly accrued; and

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

3.5 O-rewards points will not validly accrue on your points account while your program membership card is being used by another person.

3.6 O-rewards 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 A member is entitled to receive monthly a player activity statement. To obtain one, a member may request the Venue Manager to provide the statement.

3.8 We will not be responsible for replacing o-rewards points due to a lost, stolen, damaged or faulty program membership card.

3.9 Some rewards in the program may be offered on a limited or first come-first served basis, which will be at our discretion and no disputes will be considered.

3.10 O-rewards points and any rewards forming part of the program are not transferable, refundable or exchangeable for cash.

3.11 All rewards that are offered in the program are subject to availability and we reserve the right to cancel, withdraw or substitute any rewards at any time in our absolute discretion.

3.12 We do not accept liability for:

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

3.12.2 any loss or damage arising from our cancellation, withdrawal or substitution of any rewards that form part of the program; or

3.12.3 the unavailability of any rewards or gift that we previously displayed or promoted as being available for the redemption of o-rewards points or any other means.

3.13 The company makes no representation and gives no warranty (either expressly or impliedly) as to the quality, standard, fitness or suitability for purpose of rewards or gifts that form part of the program.

4. PRIVACY

4.1 You consent to the information we collect arising directly or indirectly out of or in connection with the program, membership and participation in the program to become and remain our property.

4.2 The company will, at your request, provide you with access to your personal information held by the company in accordance with our Privacy Policy, which is available at o-rewards.com.au.

5. TERMINATION OF THE O-REWARDS PROGRAM

5.1 You may terminate your program membership at any time by giving written notice to the company or by returning your membership card to the company, at which time, all o-rewards points and associated rewards (whether they be o-rewards points and rewards having accrued or not) will be permanently cancelled.

5.2 The company 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 conduct is deemed to be offensive, dishonest, disruptive, intimidating, unbecoming or prejudicial to our interests;

5.2.3 you interfere with or misuse any equipment or property;

5.2.4 in the event that you die;

5.3 In the event that we terminate your program membership, all of your o-rewards points and associated rewards (whether they be o-rewards 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.

5.4 The company may suspend or terminate the operation of the program at any time and without prior notice to you. We give no warranty as to the continuing availability of the program.

5.5 Due to legislative restrictions on gaming related advertisements, a notice informing members of the suspension or termination of the operation of the program may only be displayed in certain areas of participating Oscars' venues.

5.6 In the event that the operation of the program is terminated for whatever reason, all o-rewards points may be cancelled after 30 days from the company issuing a members' notice and you will not be able to redeem any rewards 30 days after the company issues a members' notice.

6. REDEMPTION OF O-REWARDS POINTS

6.1 O-rewards points can be redeemed for a variety of goods and services across all Oscars participating venues. Each individual venue contains the most up to date documentation regarding these products.