

HARVEST GOLD LOYALTY PROGRAM T&C's

1. DEFINITIONS AND INTERPRETATION

In these Terms and Conditions unless the context otherwise requires:

- 1.1 "Harvest Hotels" means Harvest Hotels Party Limited ACN 613 405 904.
- 1.2 "Harvest Gold" means the loyalty program offered by the Harvest Hotels pursuant to which Participants accrue Rewards Points and redeem Rewards.
- 1.3 "Community Partners" means organisations with whom the Harvest Hotels has an arrangement concerning that organisation providing goods, services, benefits, or entitlements to Participants as part of Harvest Gold.
- 1.4 "CardPay" means a Harvest Gold Participants 'Opted In' Electronic Gaming account, that controls Centralised Cash Control Equipment (CCCE) transfers off and on Electronic Gaming Machines.
- 1.5 "Membership" means a person's membership of Harvest Hotels.
- 1.6 "Membership Card" means a card issued to a person by Harvest Hotels in respect of their Participation in Harvest Gold.
- 1.7 "Participant" means those members referred to in clause 3.1.
- 1.8 "Participant's Account" means the account opened by the venue in the name of each Participant in which Harvest Hotels records all Rewards Points earned by a Participant and all Redemptions of Rewards Points by the Participant.
- 1.9 "Redemption" occurs when a Participant uses Rewards Points to redeem a Reward from the Harvest Gold program.
- 1.10 "Reward" means a good, service, benefit or entitlement available through Harvest Gold.
- 1.11 "Rewards Points" means the Points which a Participant accrues when they purchase food or beverages in the Venue (Bonus Points) or participates in gaming activities (Points2Play and/or Bonus Points) or uses other facilities as may be determined by Harvest Hotels from time to time. These Points can be redeemed as Rewards, food and beverage Items or Credits back into the Gaming Machines to be decided at the discretion of Harvest Hotels.
- 1.12 "Qualifying Points" means the Points (Tier Points) which a Participant accrues when they purchase food or beverage in the Venue or participates in gaming activities or uses other facilities as may be determined by Harvest Hotels from time to time. These Points are used to calculate Tiers.
- 1.13 "S7000" means Aristocrat Technologies Australia Gaming System
- 1.14 "Terms and Conditions" means these terms and conditions plus any material referred to in clause 2.3.
- 1.15 "Tiers" – is a definition needed for this?

1.15 "Venue" means a property owned and operated by Harvest Hotels.

1.16 "180 Day rolling period" means the preceding 180 days.

1.17 References to "we", "our", and "us" are references to the Harvest Hotels.

2. GENERAL

2.1 These Terms and Conditions apply to Harvest Gold and its Participants.

2.2 These Terms and Conditions are separately for the benefit, and separately enforceable by, each of the Venues and Harvest Hotels.

2.3 Unless otherwise stated, any material published by Harvest Hotels pertaining to these Terms and Conditions, including material relating to the rate of accrual of Rewards Points, redemption of Rewards Points or any Rewards and the number of Qualifying Points required to be earned and maintained for any Tier of Harvest Gold, will form part of the Terms and Conditions of Harvest Gold.

2.4 These Terms and Conditions may be amended by Harvest Hotels from time to time. Participants are precluded from making any claim against Harvest Hotels for any compensation in respect of any damage or loss in respect of any change to the Terms and Conditions.

2.5 A copy of the Terms and Conditions are provided to members upon registration to Harvest Gold and are available from the Venue on request

2.6 Harvest Hotels reserves the right to determine any matter or settle any dispute arising directly or indirectly out of or in connection to Harvest Gold or these Terms and Conditions and Harvest Hotels decision on any such matter or dispute will be final and binding.

2.7 Participants participate in the Harvest Gold at their own risk. Subject to any applicable law which cannot be excluded, we are not liable for any loss, damage or injuries suffered or sustained (including but not limited to direct or consequential loss or losses arising from our negligence) by a Participant arising directly or indirectly out of or in connection to Harvest Gold. Participants release and discharge us to the full extent permitted by law from any liability for any such loss, damage or injury. If we are liable to a Participant in any way, then our liability will be limited to allocating to a Participant's Account the number of points which we consider is appropriate in connection with the claim.

2.8 Unless otherwise stated, Participants 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, their participation in Harvest Gold, the accumulation of Rewards Points or the Redemption of Rewards.

2.9 If part or all of the clause of these Terms and Conditions is 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.

3. PARTICIPANTS

3.1 Subject to clause 8, all guests of Harvest Hotels who are of or over the age of 18 years will be eligible to become Participants.

3.2 To become a member of Harvest Gold:

(a) An application for membership must be submitted to the Venue; and

(b) the Participants details are verified with appropriate identifying documentation.

3.3 Participants signing into Harvest Gold will be offered CardPay upon sign up, allowing Participants to use their member card to transfer funds on and off Electronic Gaming Machines. Please refer to section 10.

4. REWARDS TIERS

4.1 There are currently 4 tiers of Rewards being DIAMOND, SAPPHIRE, RUBY and GOLD.

4.2 All Participants are entitled to start at the GOLD Tier.

4.3 To be eligible for RUBY Tier a Participant must earn and maintain the required number of Qualifying Points required under Harvest Gold within the last 180 day rolling period.

The number of Qualifying Points required to be earned and maintained for RUBY Tier will be published by Harvest Hotels from time to time.

4.4 To be eligible for SAPPHIRE Tier a Participant must earn and maintain the number of Qualifying Points required under Harvest Gold within the last 180 day rolling period. The number of Qualifying Points required to be earned and maintained for SAPPHIRE Tier will be published by Harvest Hotels from time to time.

4.5 To be eligible for DIAMOND Tier a Participant must earn and maintain the number of Qualifying Points required under Harvest Gold within the last 180 day rolling period. The number of Qualifying Points required to be earned and maintained for DIAMOND Tier will be published by Harvest Hotels from time to time.

4.6 Members will be reviewed for promotion from a lower tier to a higher tier automatically by \$7000 upon card usage at POS or insert into an Electronic Gaming Device, only once the Participant has accrued the set amount of Qualifying Points.

4.7 Subject to clause 4.8 Members will be reviewed for demotion from a higher tier to a lower tier every 6 months, within 2 weeks of the bi-annual date. The 1st evaluation date will occur on the 10th of October 2023, and then every 6 months from the 10th of October 2023.

4.8 (a) Harvest Hotels reserves the right to not demote any Participant at its sole discretion.

(b) Harvest Hotels reserves the right to demote any participant at its sole discretion.

(c) Harvest Hotels reserves the right to amend, change, or discontinue the evaluation date at any time at its sole discretion.

4.9 Harvest Hotels may from time to time:

(a) create, amend or remove Tiers and the method and rates of Qualifying Points and Rewards Points accrual and Rewards offered as part of Harvest Gold;

(b) set and change the number of Qualifying Points required to be earned and maintained under Harvest Gold within any period for eligibility to any Tier;

(c) move a Participant into another Tier of Harvest Gold at any time without notice, regardless of the amount of Qualifying Points accrued by a Participant,

4.10 Participants are precluded from making any claim against Harvest Hotels for any compensation in respect of any change referred to clause 4.9.

5. MEMBERSHIP CARDS

5.1 A Participant is permitted to use one Membership Card only.

5.2 The Membership Card issued to a Participant remains the property of Harvest Hotels.

5.3 A Participant must not permit their Membership Card to be used by any other person for the purpose of accruing Rewards Points, Qualifying Points, redeeming Rewards or for any other purpose.

5.4 Harvest Hotels is not liable for the theft, loss, misuse of or fault in a Participant's Membership Card.

5.5 A Participant must ensure that their Membership Card is:

(a) inserted into, and accepted by, the Membership Card reader (e.g. of a gaming machine); and

(b) is working and accruing Rewards Points and Qualifying Points during the course of play of the gaming machine or at a point of sale terminal etc. (as the case may be).

5.6 Harvest Hotels is not liable for the failure of a Membership Card to accrue Rewards or Qualifying 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).

5.7 Participants must promptly notify Harvest Hotels (preferably) in writing:

- (a) if their Membership Card is malfunctioning; or
- (b) if their Membership Card is lost, stolen, damaged or misused in any way.

5.8 If a Membership Card is lost or stolen, a Participant will be required to provide the Venue with photo identification to obtain a replacement Membership Card.

6. REWARDS POINTS, QUALIFYING POINTS & REWARDS

6.1 Rewards Points generated by a Participant will accrue to a Participant's Account.

6.2 Accrued Rewards Points are not transferable.

6.3 The accrual of Rewards Points or the redemption of Rewards is not available in conjunction with any other discount, promotion or program offered by Harvest Hotels unless stated otherwise.

6.4 The manner in which a Participant accrues Rewards Points or redeems Rewards will be determined by Harvest Hotels and may change from time to time. Participants are precluded from making any claim against Harvest Hotels for any compensation in respect of any change referred to in this clause.

6.5 Only Qualifying Points that have been earned in an eligible transaction (as determined by Harvest Hotels in its absolute discretion from time to time) are used to determine the Tier.

6.6 Rewards Points that are earned through Loyalty Bonus, Birthday Points, Visitation Points or any other gift, or prize, or promotion are not included when determining the Tier.

6.7 Harvest Hotels may adjust the number of Rewards Points accrued to a Membership Card if Harvest Hotels, in its absolute discretion, determines the Rewards Points were accrued in breach of these Terms of Conditions or as a result of Membership Card terminal error, operator error or misrepresentation, act or omission (including negligence), membership card malfunction or for any other reason resulting in the Rewards Points being invalidly accrued; and

6.8 A Participant may only redeem Rewards from Rewards Points validly accrued by the Participant.

6.09 Birthday Rewards form part of Harvest Gold and will be offered by Harvest Hotels to Participants who visit the Venue's during their birthday month, as per the details provided by the participant upon registration to Harvest Gold.

6.10 Rewards Points and Qualifier Points will expire for all Harvest Gold Participants 180 days after accrual. When these rewards are redeemed \$7000 will ensure the oldest points will be redeemed first.

6.11 Rewards Points that are redeemed for Rewards will be deducted from a Participant's Account balance.

6.12 Harvest Hotels will not be liable for replacing Rewards Points due to a lost, stolen, damaged or

faulty Membership Card.

6.13 The Rewards offered by Harvest Hotels for each of the Tiers will be determined by Harvest Hotels, are subject to availability and may change from time to time. Participants are precluded from making any claim against Harvest Hotels for any compensation in respect of any change referred to in this clause.

6.14 Rewards are subject to availability and Harvest Hotels reserves the right to cancel, withdraw or substitute any Rewards at any time.

6.15 Harvest Hotels and the Venues may request suitable identification when a Participant redeems Rewards. If suitable identification is not provided, Harvest Hotels and/or the Venue may refuse to permit the Participant to redeem the Rewards.

6.16 Harvest Hotels is not liable for:

- (a) any lost or stolen Rewards or Rewards vouchers after they have been issued;
- (b) the unavailability of any Rewards that were previously displayed or promoted as being available for the redemption of Points.

7. PRIVACY

7.1 Participants consent to Harvest Hotels collecting and retaining personal information (including information concerning a Participant's membership) for the purposes of:

- (a) carrying out the functions and activities that are necessary for us to meet our obligations to a Participant under these Terms and Conditions;
- (b) disclosing a Participant's personal information to third parties who are engaged by Harvest Hotels to assist in meeting Harvest Hotels obligations to a Participant under these Terms and Conditions;
- (c) marketing the Venue/s or Harvest Hotels goods and services to a Participant;
- (d) disclosing a Participant's personal information to selected third parties to allow them to market their goods and services to a Participant unless a Participant informs us otherwise; and
- (e) meeting legal requirements or fulfilling any purpose authorised by or under law.

7.2 A Participant's personal information will be stored in accordance with Harvest Hotels privacy policy.

7.3 A Participant will be able to access their personal information in accordance with Harvest Hotels privacy policy.

7.4 Harvest Hotels is committed to privacy. Further information regarding Harvest Hotels privacy policy is available on request.

8. OPTING OUT AND SUSPENSION / TERMINATION OF DIAMOND REWARDS

8.1 If a Participant does not wish to participate in Harvest Gold, they can opt out at any time by contacting their Venue or Harvest Hotels. If a Participant opts out of Harvest Gold their accrued Rewards Points will be cancelled, and they will cease to be entitled to any of the benefits provided by Harvest Gold.

8.2 Harvest Hotels may suspend a Participant from participating in Harvest Gold in any of the following circumstances:

(a) if the Participant displays conduct untoward the Code of Conduct of the Venue or Harvest Hotels;
or

(b) if the Participant becomes an employee, agent or contractor of Harvest Hotels.

(c) at the sole discretion of Harvest Hotels

8.4 Harvest Hotels may suspend or terminate the Harvest Gold program at any time. Harvest Hotels makes no warranty as to the continuing availability of Harvest Gold.

9. RESPONSIBLE GAMING AND RESPONSIBLE SERVICE OF ALCOHOL

9.1 Harvest Hotels is committed to providing an environment in which gambling minimises harm and meets community expectation. Gaming facilities are provided in the Venues for the enjoyment of members and guests. Where problem gambling occurs, Harvest Hotels and the Venue is happy to provide information regarding community organisations that will provide support and advice. Our Venues follow Harvest Hotels Responsible Gaming and Harm Minimisation Policy along with any other relevant laws and regulations.

9.2 A Participant can request a player activity statement at any time by contacting the Venue in writing.

9.3 All members acknowledge that due to legislative restrictions on gaming related advertisements; the operation of certain Harvest Gold Promotions may only be displayed in restricted areas within the Venues premises, or for members who have opted in for Gaming Marketing.

9.4 Harvest Hotels does not supply free or extremely discounted (above 41%) alcoholic beverages in relation to the Harvest Gold Program.

9.6 Harvest Hotels is committed to maintain the Responsible Service of Alcohol in a safe environment for all members, guests and the local community. Service of alcohol will be denied to any person suspected of being under 18 years of age and to anyone who is considered to be in or approaching a state of intoxication.

10. CARDPAY ACCOUNTS

10.1 Participants will have the option to utilise S7000 CardPay option when using their Harvest Gold members card in Gaming Devices.

10.2 CardPay is a voluntary option for Participants using Harvest Gold.

10.3 Participants may opt out of using CardPay at anytime, providing they ensure all funds are withdrawn before closure.

10.4 Harvest Hotels will not allow a person to open more than one player account.

10.5 Harvest Hotels and its Venues will not extend a cash advance or any other form of credit in respect of a player account.

10.6 The following information will be provided to a person in writing at the time the person opens a CardPay account

‘The security of money in player accounts is the responsibility of both the Harvest Hotels and the account holder. The government and its agencies take no responsibility for any losses that might occur from the account.

An account holder is solely responsible for ensuring that the account holder’s personal identification number (“PIN”) is kept confidential, and that no other person has access to the account holder’s player card. The account holder is liable for any losses that might arise from, or in connection with, the account holder’s failure to comply with such responsibilities.’

10.7 Player information pamphlet must be provided to a person when they open a player account.

Help is close at Hand.

Call GambleAware

gambleaware.nsw.gov.au

1800 858 858