

# terms & conditions

## for the Racing Rewards program

### Important information for Members about the Racing Rewards program

#### **Effective Date: 24 October 2017**

We encourage each Member to read the terms and conditions below. In addition, we wanted to highlight the following points:

- The Racing Rewards program started on 30 January 2016 and rewards Members for their spend with the Club, attendance at VRC race meetings and continuous years of Membership. All points earned prior to 30 January 2016 are void.
- Racing Rewards is an enduring program that continues from Racing Season to Racing Season, provided Members remain a financial Member from season to season. Racing Rewards points do expire however – see section 6 of the terms and conditions.
- Racing Rewards points may be earned on certain eligible transactions (see section 5 of the terms and conditions) and all points earned since 30 January 2016 are governed by these Racing Rewards terms and conditions (as they may be amended or updated from time to time). All points earned prior to 30 January 2016 are now void.
- And see section 7 of the terms and conditions for the rules that apply to Tier Status.
- Please refer to the full terms and conditions below and the VRC Website and the Members' and Racing Rewards Handbook for more information about the program.

# terms & conditions for the Racing Rewards program

**Effective Date: 24 October 2017**

These terms and conditions (as amended from time to time by the VRC) will apply on and from the above Effective Date to the Racing Rewards program launched on 30 January 2016 and to all Racing Rewards points earned by Members after that date.

*Note: these Terms and Conditions do NOT apply to any racing rewards program benefits, redemptions or points earned or redeemed prior to 30 January 2016.*

## 1. Introduction

1.1 These Terms and Conditions form the basis of the Racing Rewards program, together with the Club Rules and any other Program rules set out in the VRC Members' and Racing Rewards Handbook and other communications provided to Members from time to time. It is the Member's responsibility to read and understand all relevant documents.

1.2 These Terms and Conditions govern all aspects of the Program and every Member is bound by them. Unless the Member has notified the VRC in writing that he/she does not wish to participate in the Program (in which case the Member cannot participate in the Program), each Member accepts these Terms and Conditions (as amended from time to time) each time they pay their subscription, submit their Membership renewal, renew their Membership, use their Membership Card or Member Number, claim or utilise a Reward or Benefit or do anything else contemplated by these Terms and Conditions, or attempt to do any of these things.

1.3 Every effort has been made to ensure that the information provided to Members in relation to Racing Rewards is correct. The VRC is in no way responsible or liable if any information provided to Members concerning Racing Rewards is inaccurate or incomplete.

1.4 VRC reserves the right to change the Program and/or these Terms and Conditions at any time at its discretion in accordance with section 11 below. The version of these Terms and Conditions published on the VRC website from time to time is the current version and will bind all Members.

1.5 These Terms and Conditions are for the benefit of each Member, the VRC and each Partner.

1.6 These Terms and Conditions are governed by and will be constructed in accordance with the law in force in the State of Victoria, Australia. The Member should note their rights under the *Competition and Consumer Act 2010 (Cth)* and relevant State and Territory legislation which

cannot be contracted out of by the VRC. Nothing in these Terms and Conditions either limits, or purports to limit, these rights.

1.7 The VRC includes its employees and representatives. References to "we", "us" and "our" are references to the VRC.

## 2. Definitions

*Absentee Member* means a VRC member who is granted permission and pays a nominal fee to hold their place as a Member due to extenuating circumstances but who is not entitled to the benefits of Membership during the period of Absentee Membership. An Absentee Member is not entitled to participate in Racing Rewards during the period of his/her Absentee Membership.

*Base Rate* means the number of Standard Points earned by a Member for an Eligible Transaction. The base rate is currently set at 1 point per \$1 spent (per section 5 below).

*Benefits* means any of the facilities, discounts, products (including Members' Enclosure Daily Guest ticketing), upgrades, services, or arrangements offered by the VRC or Partners (including Rewards) available to the Member from time to time under Racing Rewards. Benefits will vary depending on a Member's Tier Status.

*Bonus Points* means Program points that are awarded for participation in a VRC or Partner Promotion (excluding Standard Points). Bonus Points are separate to Standard Points but both are Points. Bonus Points are earned at the rate specified in the relevant Promotion (which may be different to the Base Rate).

*Club Rules* means the rules of the VRC as amended from time to time in relation to any aspect of the VRC's operations, including (without limitation) its Constitution, By-laws and conditions of entry.

*Dollars* means Australian dollars.

*Eligible Transaction* means a transaction (as described in section 5 below) by which a Member makes a purchase from the VRC that the VRC has notified Members is eligible to earn Points and, at the time of the transaction, the Member has successfully scanned their Membership Card (or for transactions through VRC Customer Service or the VRC website, provided their Member Number). Please note that wagering and gambling transactions (and any amounts spent on wagering or gaming, either with VRC or any other third party) are NOT Eligible Transactions for the purposes of the Program. Other exclusions are described in section 5 below and VRC may notify Members of other transactions that are or are not

## terms & conditions for the Racing Rewards program

Eligible Transactions from time to time at its discretion in accordance with section 11 below.

*E-ticket* means an electronic ticket that can be printed and scanned through the turnstiles at Flemington Racecourse.

*Honorary Member* means a VRC member who is admitted as an honorary Full VRC Member by the Board at the Board's discretion. An Honorary Member is not entitled to be present or vote at any meeting of the VRC and is not eligible to participate in Racing Rewards.

*Member* means a person who is a current financial Full, Pre 1979, Life, Restricted or Provisional VRC Member but excluding any Absentee Member (while the Absentee Member is an Absentee Member), any Honorary Member and any Junior or Phar Lap Member. Any Absentee Member (while the Absentee Member is an Absentee Member), Honorary Member, Junior Member or Phar Lap Member is not entitled to participate in Racing Rewards. A "financial Member" is a Member who has paid his or her annual subscription and any other fees in full as required under the Club Rules. A Member must be a financial Member to participate in Racing Rewards.

*Member Number* means the VRC Member number associated with a Member's paid subscription to the VRC.

*Members' Enclosure* means the facilities within the Racecourse that are accessible only by Members and their guests.

*Membership Card* means the non-transferable card associated with a Member's paid subscription to the VRC.

*Oncourse spend* means purchases at Point of Sale terminals throughout the permanent facilities (as notified by VRC from time to time) within the Racecourse.

*Partner* means an official partner or sponsor of the VRC (as nominated by the VRC from time to time) that is an organisation with whom the VRC has an agreement concerning:  
(a) the VRC crediting to Members certain Bonus Points or Benefits (where applicable) on behalf of that organisation as a result of certain eligible transactions involving that organisation's products or services; and/or  
(b) that organisation supplying other Rewards or Benefits to Members as agreed with the VRC.

*Point of Sale* means the VRC sales terminals located within the Racecourse as published (and as amended) by the VRC from time to time.

*Points or Racing Rewards points* means points in the Racing Rewards program and includes Standard Points

and Bonus Points (collectively) unless otherwise stated. Accumulation of Points does not contribute towards Tier Status.

*Program* means Racing Rewards (as defined below).

*Promotion* means an opportunity to earn (a) Bonus Points or another Benefit through a particular transaction or activity or behaviour that the VRC has notified Members is a Promotion or eligible to earn Bonus Points or the Benefit, or (b) another Benefit based on the Member's Tier Status, each on terms specified by the VRC from time to time.

*Provisional Memberships* means a VRC provisional membership provided to the legal or de facto spouse of a deceased Full Member, upon completion of an application. Provisional Members do not have voting rights.

*Racecourse* means Flemington Racecourse, 448 Epsom Road, Flemington, VIC, 3031.

*Race meeting* means a race meeting conducted by the VRC at the Racecourse.

*Racing Rewards* means the loyalty program of that name operated by the VRC on and from 30 January 2016 by which Members can earn Points, Tier Status and Benefits under the Terms and Conditions, together with the Club Rules and any other Program rules set out in the VRC Members' and Racing Rewards Handbook and other communications provided to Members from time to time.

*Racing Season* means the period from 1 August to 31 July inclusive.

*Redemption* means (a) the exchange of Points for a Reward or (b) claiming a Benefit accessible by Tier Status or through offers made to Members from time to time.

*Reward* means any voucher, pass, merchandise item, VRC product or service, Partner product or service, or other reward obtained by a Member through the redemption of Points under Racing Rewards.

*Standard Points* means Program points issued at the Base Rate for spend on Eligible Transactions (including any GST but excluding tips and any spend using vouchers or redeeming Points).

*Tenure* means years of consecutive Membership with the VRC.

*Terms and Conditions* means these Terms and Conditions as amended from time to time.

# terms & conditions

## for the Racing Rewards program

*Tier Status* means the level in Racing Rewards in which the Member falls in accordance with the qualification requirements specified (and as amended) by the VRC from time to time.

*VRC* means Victoria Racing Club Limited ACN 119 214 078.

*VRC Customer Service* means the Victoria Racing Club Call Centre which can be contacted on 1300 727 575.

*VRC website* means either or both of [vrc.net.au](http://vrc.net.au) and [Flemington.com.au](http://Flemington.com.au)

*Webstore* means the VRC's online shop, available at [vrc.net.au](http://vrc.net.au)

### 3. Participation in Racing Rewards

3.1 Subject to these Terms and Conditions, all Members are eligible to participate in Racing Rewards.

3.2 In relation to Absentee Members, any Points or Tier Status entitlements earned prior to Absentee Membership will be placed on hold until the Absentee Member becomes a Member. Despite being placed on hold, Point expiry and Tier expiry rules will still apply, per sections 6 and 7.7 of these Terms and Conditions.

3.3 Employees, directors, contractors, suppliers and other representatives of VRC and organisations or individuals involved in supplying products or services to VRC or providing sponsorship benefits to the Racing Rewards program, and the aforementioned parties' immediate families, are not eligible to participate in Racing Rewards.

3.4 Each Member shall remain responsible for advising the VRC of any change of name or address. Changes can be made by contacting VRC Customer Service.

3.5 Should a Member be suspended for any reason in accordance with the Club Rules, their Racing Rewards account will be inaccessible for the duration of the suspension. Despite any such suspension, Point expiry and Tier expiry rules will still apply, per sections 6 and 7.7 of these Terms and Conditions.

3.6 Participation in Racing Rewards will cease upon a person ceasing to be a Member under the Club Rules (including by death) or advising the VRC of that person's wish to be excluded from the Program, and upon such cessation all Points, Tier Status and Benefits will be cancelled from the date of cessation (subject to any application for and the grant of Provisional Membership by/to a legal or de facto spouse of a deceased Full Member - in which case if approved, the legal or de facto

spouse who is granted the Provisional Membership will assume the Racing Rewards account including points balance, Tier Status and ticket entitlements of the deceased Member). Despite any such assumption by a Provisional Member, Point expiry and Tier expiry rules will still apply, per sections 6 and 7.7 of these Terms and Conditions.

### 4. Use of VRC Membership Card

4.1 A Member's own VRC Membership Card is required to be used by the Member to record attendance, Eligible Transaction spend and participation in any Promotion (as required by the terms of the Promotion) at Race meetings in order for Standard Points, Bonus Points and Tier Status to be allocated to that Member under Racing Rewards.

4.2 It is the sole responsibility of the Member to bring their Membership Card to the Race meeting and to ensure that their Membership Card is scanned as required. No retrospective attendance amendments, Oncourse spend amendments, recognition of Eligible Transactions, or participation in Promotions, will be made for Members who do not adhere to the above conditions at the time of entry or processing the relevant transaction (as the case may be).

4.3 The VRC Membership Card is and shall remain the property of the VRC and must be returned on demand. It is not a payment or credit card.

4.4 The VRC Membership Card is valid for use only by the Member and is not transferable under any circumstances.

4.5 The VRC Membership Card is valid for use only during the Racing Season for which the Member has paid their VRC subscription.

4.6 The VRC reserves the right to require the Member to produce their Membership Card at any time while making an Eligible Transaction or claiming or utilising any Rewards or Benefits.

4.7 In the event of loss or theft of a Membership Card, it is the responsibility of the Member to immediately advise the VRC.

4.8 The VRC will not be liable for misuse of a lost or stolen Membership Card or for any delay in providing a replacement card.

4.9 Replacement Cards – If a Member requires a replacement Membership Card, a replacement card fee of \$30.00 (GST inclusive) will be charged, subject to section 4.10 below.



## terms & conditions for the Racing Rewards program

4.10 Replacement Card fee waivers – The replacement card fee will be waived upon request by the Member under the following circumstances:

- (a) Stolen Card – police report or reference number required.
- (b) Faulty Card – card has inoperable barcode.

4.11 By submitting his/her Membership renewal, renewing his/her Membership, using the Membership Card or Member Number, or by claiming any Reward or Benefit, the Member agrees to be bound by the Terms and Conditions and provides the consents specified in section 17 relating to Privacy.

### 5. Earning Standard Points and Bonus Points

5.1 Subject to section 5.3, a Member may earn Standard Points at a Base Rate of 1 Point per \$1 spent on Eligible Transactions (including any GST but excluding tips and any spend using vouchers or by redeeming Points) but only when:

- (a) transacting via VRC Customer Service and stating their Member Number;
- (b) transacting via the VRC Webstore at vrc.net.au and entering their Member Number to login; or
- (c) transacting at permanent Point of Sale terminals within the Members' Enclosure where Membership Cards can be scanned (Points can only be earned at outlets where Membership Cards can be scanned) and scanning their Membership Card.

5.2 Subject to section 5.3, Members may earn Standard Points on Eligible Transactions through VRC Customer Service and VRC Webstore for purchasing the following product and package categories:

Product Categories	Product Examples
All Members' Enclosure Daily Guest Passes	Example: Members' Guest Ticket, Black Caviar The Great Horse Raceday or Super Saturday
Members' Dining/Restaurants	The Atrium, The Peak and any other dining venues as advised by the VRC
Members' Reserved Car Park Sites, Super Sites & Pedestrian Passes (some exclusions apply – see clause 5.3)	The Nursery, The Rails, The Domain, the Members' Pavilion, 1 Oliver Street and any other venue as advised by VRC

Flemington and Members' Events	See VRC website for details and calendar
Members' Reserved Seating during the Melbourne Cup Carnival*	The View, The Atrium and any other seating venue as advised by VRC.
Members' Merchandise	See VRC website for catalogue

\* Members will not earn Standard Points for the Ticketek fee on Members Reserved Seating

5.3 Wagering and gambling transactions (and any amounts spent on wagering or gaming, either with VRC or any other third party) are NOT Eligible Transactions for the purposes of the Program. Any transactions made in a company's name are also NOT Eligible Transactions and no points may be transferred from a company to a Member (regardless of whether the Member is listed as the contact for that company). In addition, the following transactions and categories of spend with the VRC (or spend at the following venues, as the case may be) are NOT Eligible Transactions and therefore are excluded from earning Points:

- (a) Members' subscriptions (including annual subscriptions, Annual Guest Cards, Annual Reserved Car Sites\* and Junior Members products);
- (b) VRC products and services sold to non-Members;
- (c) Headquarters Tavern;
- (d) The Flemington Shop merchandise outlet;
- (e) Subcontracted events and festivals;
- (f) Raceday and non-raceday functions;
- (g) The Chairman's Club (annual subscription and raceday spend);
- (h) The Skyline and Panorama Restaurants, the Gallery, the Terrace, the Manifold Room, The Parade Lounge, Corporate Suites (including raceday spend);
- (j) General admission ticketing and public reserved seating;
- (k) VRC Racing Tours\*;
- (m) any purchase of smoking or tobacco products and/or accessories;
- (n) any Oncourse spend at Point of Sale terminals outside of the Members' Enclosure;
- (o) any Oncourse spend at Point of Sale terminals within non-permanent facilities such as temporary marquees;
- (p) any tips or gratuities;
- (q) any spend on purchases or transactions paid for using vouchers or by redeeming Points;
- (r) any purchase or transaction made at a point of sale that does not allow Membership Cards to be scanned;
- (s) any third party booking fee (such as Ticketek); and
- (t) any other purchase or transaction as notified by the VRC from time to time (including on the VRC Website).

## terms & conditions for the Racing Rewards program

(\* Products may be eligible for Bonus Points from time to time.) See the VRC website and applicable Membership communications for further information on transactions that are not eligible to earn Points.

5.4 Up to date details on Eligible Transactions and Bonus Point Promotions are set out on the VRC website.

5.5 To earn Points on Eligible Transactions in permanent food and beverage outlet Points of Sale in the Members' Enclosure, Members must ensure their Membership Card is swiped at the participating outlet Point of Sale. It is the responsibility of the Member to scan their Membership Card during the transaction before the staff member has cashed the transaction off. The participating outlets and Points of Sale on individual Race meetings may vary between racedays.

5.6 VRC may change the Base Rate at any time, or vary the Base Rate by tier, in accordance with section 11 below. There is no cap to the number of Racing Rewards points a Member can earn.

5.7 For the purposes of allocating Points, Eligible Transactions spend will be rounded up to the nearest dollar (if the total is 50 cents or more) or down to the nearest dollar (if the amount is 49 cents or less) at the end of each transaction.

5.8 Standard Points for Eligible Transactions will ordinarily be allocated to a Member's Racing Rewards account within five business days after the relevant transaction, except that Standard Points earned for Eligible Transactions for Members' Dining at the Melbourne Cup Carnival and Members' Reserved Seating at the Melbourne Cup Carnival will ordinarily be allocated to a Member's account following the completion of the relevant Melbourne Cup Carnival. Bonus Points will ordinarily be allocated to the Member's Racing Rewards account within one week after completion of the relevant Promotion.

5.9 A Member may also earn Bonus Points from time to time, as made available by the VRC and Partners, for participation in Promotions (including for making Eligible Transactions as part of a Promotion) on the terms published from time to time by the VRC or Partner and the applicable terms set out in section 18 of these Terms and Conditions. The rate at which Bonus Points are issued will be determined by the VRC.

5.10 Points will not be awarded in relation to any Eligible Transaction that is cancelled or refunded or the relevant product or service is returned. VRC may cancel or deduct any Points that have been awarded in relation to

cancelled, refunded or returned Eligible Transactions or products or services.

5.11 Except as provided elsewhere in these Terms and Conditions, or as otherwise specified by VRC, Points will be credited only to the account of the Member who made the Eligible Transaction.

5.12 Further to section 5.11, but subject to section 5.13, when booking Members' Dining (provided the booking is an Eligible Transaction), Racing Rewards points will be allocated to the Member who makes the booking and Racing Rewards points will not be split between Members.

5.13 Members who book dining during the Melbourne Cup Carnival (provided the booking is an Eligible Transaction) may allocate Racing Rewards points to individual Members nominated on the booking form provided their name, Member ID and number of seats attributed to this Member is supplied.

5.14 Members may also earn Standard Points on their Reserved Seat purchases for the Melbourne Cup Carnival in the Members' Enclosure only, provided the booking is an Eligible Transaction. If the purchase is made through Ticketek, Members must provide their Member Number at the time of booking to earn Standard Points.

5.15 The basis upon which Members may be permitted to accumulate Standard Points (including any formulae for accruing Points) shall be determined by the VRC in its sole and absolute discretion and may change from time to time in accordance with section 11 below.

5.16 Racing Rewards points are not money, cannot be transferred or exchanged or refunded for money and cannot be used by any person other than the Member who accumulated the Points (with the exception of Platinum Tier Members who may transfer points to another Member once a season only, see section 8.5). Points are not subject to Member direction, control or other entitlement (except as expressly stated herein) and cannot be redeemed for cash. Racing Rewards points cannot be purchased.

5.17 It is the Member's responsibility to ensure that their Membership Card has been:

- (a) properly inserted into/placed in front of and accepted by the card reader/scanner when entering the Racecourse or any Race meeting; and
- (b) properly scanned at the Point of Sale terminal when making an Eligible Transaction at a Point of Sale, prior to the transaction being cashed off by the staff member.

## terms & conditions for the Racing Rewards program

Upon successful scanning at the Point of Sale, the Member's name will appear on the customer facing display screen. If a Member experiences any issues with this process at a VRC Race meeting, it is the responsibility of the Member to advise the bar/ outlet staff at the time of purchase and request a receipt; they will instruct you to contact the Raceday & Ticketing Office on (03) 9371 7114 and a VRC representative will meet you at the outlet. No Points amendments will be made after the raceday and no Points or other benefits will be allocated for Racecourse entry or transactions not recorded against a Membership Card or Member Number on the relevant day.

5.18 The VRC will not be liable in any way in relation to the unavailability of Points which fail to accumulate as a result of Partner error, technical malfunction, or by reason of operator fault, misrepresentation or any other reason beyond the reasonable control of the VRC.

5.22 The VRC reserves the right to adjust a Member's Points balance and to withdraw or alter any Benefits or Rewards where such Points, Benefits or Rewards have accumulated as the result of any error, technical malfunction, operator fault, misrepresentation or any other reason, including any act or omission (including negligence) by the VRC or a Partner.

5.20 Any notice issued by the VRC to the Member specifying the number of Standard Points or Bonus Points accumulated by the Member may be adjusted by the VRC by any subsequent notice.

5.21 Bonus Points and other Promotions:

(a) VRC may from time to time enter into arrangements with its Partners in relation to the awarding of Bonus Points or other Benefits to Members on behalf of those Partners. Such arrangements may change from time to time and may include the awarding of Bonus Points for participation in Promotions, or as purchasing incentives. Those Bonus Points and/or Benefits are earned in accordance with the terms and conditions offered by the Partner, and are subject to change.

(b) VRC may, from time to time, also offer other arrangements or approve other ways in which Members may earn Points and Benefits. Additional terms and conditions applicable to earning those Points and Benefits will be made available through the VRC website.

(c) Members should check all applicable terms and conditions with the relevant Partner or on the VRC website or by calling VRC Customer Service before participating in any such Promotion or purchasing the applicable products or services.

5.22 The VRC reserves the right to personalise offers of Benefits or Points to individual or groups of Members or tiers, to offer different Base Rates or other Point earn rates or Benefits (or applicable terms and conditions) to different Members or to different tiers, and Members acknowledge that not all Members will receive the same offers.

5.23 Any points accrued from the date of the last VRC Race meeting during the Racing Season until 31 July of that Racing Season will be counted towards the following Racing Seasons' Points AND NOT the current Racing Seasons' Points. For example, if the date of the last Race meeting for the Racing Season is 22 July, then any Points accumulated between 23 July – 31 July will be awarded towards the following Racing Season's account.

### 6. Points Expiry

6.1 Points accumulated through the Racing Rewards Program expire two years from the date they are awarded. Points cannot be re-credited or used once they have expired. For example, Points awarded on 21 May 2016 will expire on 21 May 2018, but not before the 21 May 2018.

### 7. Tier Status

7.1 All Members initially enter the Program in the Bronze Tier, unless they qualify to enter at a higher Tier based on their Tenure with the VRC. VRC may offer additional Membership Tiers from time to time at its discretion.

7.2 Members may earn their Tier Status in one of three mutually exclusive ways:

(a) through their total accumulated spend on Eligible Transactions within a Racing Season, subject to section 5.23 above (each transaction counted once), as follows:

Spend (total accumulated on Eligible Transactions within a Racing Season)	Racing Rewards Tier
\$2000+	Platinum
\$750 - \$1999	Gold
\$150 - \$749	Silver
\$0-149	Bronze

(b) through their Tenure, or consecutive years of Membership, with the VRC, as follows:

Years of Continuous Membership	Racing Rewards Tier
40+	Platinum
30-39	Gold
20-29	Silver
0-19	Bronze

## terms & conditions for the Racing Rewards program

(c) through their total number of attendances at individual VRC Race meetings within a Racing Season, as follows:

Race meetings attended within a Racing Season	Racing Rewards Tier
15+	Platinum
10-14	Gold
5-9	Silver
0-4	Bronze

7.3 The number of Points (Standard Points or Bonus Points) a Member accumulates does not count towards determining a Member's Tier Status.

7.4 Automatic access into a Tier Status above Bronze through Tenure is for continuous years of Junior, Restricted, Full or Provisional Membership only. Years of Membership prior to a Membership lapsing or a Member electing to become an Absentee Member for one full Racing Season or more, will not be counted for automatic qualification to the corresponding tier.

7.5 Tier Status for Tenure reflects your Membership anniversary within a Racing Season. For example if 20 years Tenure is reached in October 2016, Tier recognition for that period of Tenure will occur at the commencement of the 2016/17 Racing Season, assuming the Member remains a Member for the 2016/17 Racing Season.

7.6 Otherwise, Tier Status is awarded upon qualification by either spending the required amount, see section 7.2.(a), or by attending the required number of VRC race meetings, see section 7.2.(c), for the relevant Tier level within the current Racing Season and runs until the end of the following Racing Season (subject to section 5.23 above).

7.7 Tier Status (once achieved) will continue as long as a Member's spend, attendance or Tenure history is re-achieved by the end of the following Racing Season (subject to section 5.23 above). Should the Member's spend, attendance or Tenure qualification not be re-achieved within this timeframe, the Member's Tier Status will be down-graded at the end of the following Racing Season.

For example, if a Member qualifies for Gold Tier Status during Racing Season 2016/17, the Member will retain Gold Tier Status until the end of Racing Season 2017/18. The Member's Tier Status in Racing Season 2018/19 will however depend on whether the Member has qualified for Tier Status (according the applicable spend, attendance or Tenure requirements) during Racing Season 2017/18.

7.8 Members may be rewarded with Benefits based on their Tier Status or as a result of earning their Tier Status. Some of these Benefits are outlined on the VRC website. VRC may offer additional or different Benefits from time to time based on Tier Status.

7.9 Separate terms and conditions apply to any Members' Enclosure Daily Guest Passes provided as a Benefit of reaching a particular Tier Status, including that the Members' Enclosure Daily Guest Passes cannot be used during the Melbourne Cup Carnival. Refer to the VRC website for details.

7.10 All Financial Members are eligible for complimentary Members' Enclosure Daily Guest Passes as follows:

Bronze Tier	Two tickets
Silver Tier	Four tickets
Gold Tier	Eight tickets
Platinum Tier	Twelve tickets

Members' Enclosure Daily Guest Passes earned through Tier Status will be accessible via the Member web profile at vrc.net.au at the beginning of the Racing Season following the Racing Season in which they are earned their Tier Status, provided the Member renews for the current racing season. Tickets must be printed out and scanned through the turnstiles at Flemington. These Members' Enclosure Daily Guest Passes will be valid for the remainder of the Racing Season in which they were sent to Members. For example, if a Member earns 8 Members' Enclosure Daily Guest Passes during the 2015/16 season, they will receive the passes at the beginning of the 2016/17 season and they will be valid for use during the remainder of that 2016/17 season.

7.11 Members who have not supplied a valid email address will receive their tickets via post upon request, or may be required to collect them from VRC Head Office, 448 Epsom Road, Flemington, Victoria.

7.12 Any notice issued by the VRC to the Member specifying the way in which Tier Status can be earned or achieved may be adjusted by the VRC by any subsequent notice.

7.13 Members who reach a minimum of Silver Tier Status in a Racing Season may be eligible to participate in attendance based prize draws on specified racedays as communicated by the VRC. Participating in these prize draws will be based on the Member's attendance on the



# terms & conditions

## for the Racing Rewards program

specified raceday, where Members will receive one entry into the draw for their attendance on that day. Members will receive a second entry into the draw if their Annual Guest Card is also scanned in on the day. The details and terms and conditions of these prize draws will be communicated via the Racing Rewards handbook and VRC website (and include the applicable terms set out in section 18 of these Terms and Conditions).

### 8. Awarding of Points and Tier Status

8.1 There may be some delay between an Eligible Transaction or attendance at a VRC Race meeting and the awarding of Points and/or Tier Status. The VRC will take all reasonable steps to limit such delays beyond the reasonable processing time, but will not be liable in the event of delays which are not within its reasonable control.

8.2 Bonus Points will ordinarily be awarded within one week after the Promotion end date but the VRC and Partners will not be liable in the event of delays which are not within their reasonable control.

8.3 Members can check their Racing Rewards points Balance and Tier Status by logging into their account via the VRC website or by calling VRC Customer Service.

8.4 Except as expressly stated otherwise in these Terms and Conditions, Members cannot pool or combine their Racing Rewards points with those of other Members and Points cannot be assigned, transferred, or otherwise made available for the benefit of any other person or legal entity.

8.5 Platinum Tier Members are entitled to transfer Racing Rewards points to another participating Member once per Racing Season, upon request to VRC Customer Service. The transferred Points will expire two years from the date they were originally awarded to the transferor of the Points.

### 9. Benefits and Rewards

9.1 Racing Rewards Members may also from time to time have access to a suite of Partner offers and discounts (as published by the VRC from time to time – also referred to as the Members' Benefits Program). These offers will be accessible through the VRC website, will vary from time to time, and are provided by Partners by arrangement with the VRC. Such Benefits offered by Partners are earned in accordance with the terms and conditions offered by the Partner, and are subject to change. Those terms and conditions will be made available through the VRC website. Members should check all applicable terms and conditions with the relevant Partner or on the VRC website or by calling VRC Customer Service before participating in

any such offer or purchasing the applicable products or services.

9.2 The VRC may at any time and without prior notice change the Benefits and Rewards that are to be made available or offered to Members. The VRC shall have no obligation to make available or offer any particular Reward or Benefit.

9.3 Except as required by law, the VRC shall not be liable in any way to any Member in relation to the availability or withdrawal of a particular Benefit or Reward that may have been previously displayed or promoted as being available. The VRC will not be liable for any failure to offer any particular Benefit or Reward.

9.4 Benefits and Rewards cannot be used in conjunction with other discount programs, offers or special events, whether run by the VRC or a third party, unless otherwise approved by VRC or specified in the terms and conditions of a particular discount program, offer or special event.

9.5 Benefits and Rewards cannot be assigned, transferred, or otherwise made available for the benefit of any other person or legal entity.

9.6 To qualify for Benefits such as complimentary Members' Event invitations for selected tiers, a Member must have reached the corresponding Tier Status at the time the invitation for the event is distributed.

### 10. Redeeming Rewards and Benefits

10.1 A Member may redeem their Racing Rewards points as soon as they have sufficient Points for an available Reward redemption item, regardless of their Tier Status.

10.2 A Member who has accumulated the required number of Racing Rewards points may contact VRC Customer Service, visit the VRC website or visit the Raceday and Ticketing Office on the Racecourse to make a redemption of items then available. A Member may give permission for their spouse to redeem on their behalf, however no other intermediary may do so.

10.3 Provided that the Member has the required number of Points, the VRC may allow Members to redeem their Racing Rewards points for Rewards which the VRC, in its sole and absolute discretion, chooses to make available at the time of redemption. Once redeemed, Racing Rewards points will be subtracted from the Member's account. Reward and Benefit availability is limited.

10.4 Members acknowledge that terms and conditions apply to Reward items obtained by redeeming Points,

## terms & conditions for the Racing Rewards program

which terms and conditions shall be made available at the time of redemption, and include the following:

- (a) Reward items (such as dining experiences) are limited and are offered subject to availability;
- (b) when redeeming Points for dining and afternoon tea bookings, those bookings outside of the Melbourne Cup Carnival open 8 weeks prior to raceday;
- (c) merchandise Reward items will not be posted two weeks prior to and one week following the Melbourne Cup Carnival;
- (d) food and beverage voucher Reward items are valid for use only at permanent retail outlets within the Members' Enclosure (or elsewhere as notified by the VRC) and must be used for one single transaction on a nominated raceday, are not redeemable for cash and no change will be given;
- (e) Points cannot be redeemed for Members' dining during the Melbourne Cup Carnival and there is limited availability on Sofitel Girls' Day Out, Turnbull Stakes Day and Super Saturday; and
- (f) any donation to Living Legends under the Racing Rewards program is not tax deductible.

10.5 The redemption of any Points, Reward or Benefit is subject to the Member having the sufficient Racing Rewards points balance, or the appropriate Tier Status, as the case may be, at the time of the redemption request.

10.6 The terms and conditions upon which Racing Rewards points may be redeemed for Rewards, including the number of Racing Rewards points required to be accumulated for any Reward or redeemed for any particular Reward, shall be determined by the VRC in its sole and absolute discretion, and may be amended or changed by the VRC without notice.

10.7 A Reward or Benefit will be displayed for redemption through the VRC website if it is available at the time the relevant entry is posted on the Website. A Reward may however become subsequently unavailable before the order and delivery form is processed.

10.8 Additional terms regarding the redemption of Racing Rewards points for particular types of Rewards are set out in the terms published by or on behalf of the VRC from time to time on the VRC website. Where there is inconsistency between these Terms and Conditions and any other terms and conditions published on the VRC website, these Terms and Conditions prevail.

10.9 Except as required by law, Rewards will not be replaced if stolen, lost, damaged, destroyed or otherwise altered after delivery to the delivery address nominated by you. Neither the VRC nor a Partner will accept a Reward

where the product is no longer of merchantable quality due to any act or omission on the Member's part, including where the Reward has been damaged by use for a purpose for which it was not intended while in the Member's possession.

10.10 In addition to any statutory rights a Member may have and which cannot be excluded by these Terms and Conditions, a Member may return any Rewards which are faulty, damaged or unfit for use within 21 working days of delivery. If a Member requests a refund in respect of any such Reward, which is demonstrated to be faulty, damaged or unfit for use, VRC will return the Points within the 21 working days period and make the necessary adjustments to the Member's Racing Rewards account. Adjustments to Points may take up to 7 working days.

10.11 It is the responsibility of each Member, using the VRC website or any other means that the VRC may make available, to keep track of all redemptions made against their Racing Rewards account and ensure that sufficient Points are held in credit to cover any Rewards redemption requests. Members must report any unauthorised Reward claims or discrepancies from their account within 60 days of the occurrence.

### 11. Changes to the Program

11.1 VRC reserves the right to change the Program and/or these Terms and Conditions at any time at its discretion.

11.2 The VRC shall use all reasonable endeavours to notify Members:

- (a) of any changes to the Program and/or these Terms and Conditions; and
- (b) at least 30 days in advance of any changes to the Program and/or these Terms and Conditions that materially reduce the benefits available to all or most Members under the Program,

but the VRC shall not be liable in any way for any failure to do so.

11.3 Each Member agrees that posting details of any change to the Program on the VRC website shall be sufficient notice for the purposes of this section 11.

### 12. Cancellation or Transfer of Rewards and Benefits

12.1 Rewards and Benefits made available under the Racing Rewards program cannot be transferred or cancelled by the Member once they have been issued.

12.2 Members who elect not to use a Reward or Benefit once it has been issued will not be entitled to any credit or

# terms & conditions

## for the Racing Rewards program

reinstatement of Points or Benefits. The Reward will be deemed forfeited.

### 13. Goods & Services Tax (GST)

13.1 Membership - the VRC Membership subscription payments paid by Members are subject to GST.

13.2 Awarding Points - the VRC does not charge GST on the awarding of points to Members. However, the goods and services purchased which give rise to the awarding of points may be subject to GST.

13.3 Redeeming Points - the VRC does not charge GST on any Points redeemed for goods and services provided through the Racing Rewards program.

13.4 This information relates to Racing Rewards only and should not be taken as a guide to the GST impact on other loyalty programs.

13.5 All other taxes and duties that may be payable in respect of a Member's participation in the Program or the claiming or use of a Reward or Benefit are the sole responsibility of the Member.

### 14. Termination of Racing Rewards

14.1 The VRC gives no warranty as to the continuing availability of Racing Rewards.

14.2 Subject to section 11, the VRC expressly reserves the right to terminate, suspend or change Racing Rewards at any time without notice. These changes may affect any features of Racing Rewards and these Terms and Conditions.

14.3 In the event that the Racing Rewards program ceases to operate, all Racing Rewards points that have not been exchanged for available Rewards or Benefits within 30 days of the VRC issuing a notice of the cessation to Members, will be cancelled. In addition, all Rewards, Benefits and Tier Status entitlements that have been accumulated in connection with the Racing Rewards program will be deemed to be cancelled if they have not been issued or used by the same date.

### 15. Termination of Member Participation

15.1 Unless otherwise expressly stated in these Terms and Conditions or otherwise agreed with the VRC, a Member's participation in Racing Rewards automatically terminates in accordance with section 3.6 upon that individual ceasing to be a Member for any reason.

15.2 A Member may terminate his/her participation in Racing Rewards at any time by notifying the VRC in writing that he/she does not wish to participate further in the Program.

15.3 The VRC reserves the right at any time in its absolute discretion to suspend or terminate a Member's participation in Racing Rewards for reasonable cause, which shall include any breach of these Terms and Conditions.

15.4 Each Member agrees that he/she will not:

- (a) act in a way which breaches these Terms and Conditions;
- (b) transact using their Membership Card while intoxicated or act in an offensive manner toward any other Member, any VRC staff member or any other member of the public;
- (c) abuse or misuse the Racing Rewards Program, any Rewards, Benefits, facilities or services arrangements awarded to the Member as a result of their participation in the program;
- (d) engage in illegal or fraudulent activities; or
- (e) supply or attempt to supply false or misleading information, or make a misrepresentation to the VRC.

15.5 All Points, Tier Status, Benefits and Rewards to which the Member is entitled at the time of termination of the Member's participation in Racing Rewards shall be forfeited upon termination and will not be reinstated.

### 16. General

16.1 If any part of a scheduled Race meeting including any race, performance, event or any other element of the Race meeting is cancelled, abandoned, postponed or relocated, in whole or in part, due to adverse weather conditions or for any other cause beyond the VRC's control, there is no right to refund, exchange or credit and no obligation is assumed by the VRC for the arrangement of a substitute event, performance or any other element.

16.2 Programs, menus, duration and timing may be subject to alteration without notice. The VRC reserves the right to vary, add, withdraw or substitute advertised programs, menus and facilities.

16.3 In the absence of manifest error, the VRC's determination regarding any matter under these Terms and Conditions is conclusive and will not be disputed by a Member.

16.4 All conditions and warranties, whether express or implied and whether arising under statute or otherwise, as to the condition, suitability, quality, fitness or safety of any

## terms & conditions for the Racing Rewards program

goods or services supplied under the Racing Rewards program are expressly excluded to the full extent permitted by law. Any liability that the VRC may have to a Member under statute in respect of such goods and services which cannot be excluded is limited, where permitted, to:

- (a) supplying, or paying the cost of supplying, the services again, or
- (b) replacing or repairing, or paying the costs of replacing or repairing, the goods; or
- (c) supplying equivalent goods or services,

at the VRC's sole discretion.

16.5 Subject to section 16.4, any liability that the VRC may have to a Member whether for negligence, breach of contract or otherwise is limited:

- (a) in the case of any claim relating to Points, to crediting that number of Points to the Member's account;
- (b) in the case of any claim relating to a Reward, to crediting to the Member's account the number of Points published by the VRC as required to be redeemed to claim that Reward; or
- (c) in any other case, providing Benefits or other goods or services to the value of the claim.

16.6 Each Member agrees that to the extent that the VRC is required to provide notice of any matter or to publish any matter to Members under these Terms and Conditions or otherwise, posting details of that matter on the VRC website shall be sufficient notice (or publication as the case may be) of that matter to the Member and it is the Member's responsibility to stay up to date with the Program by regularly reviewing those matters notified/published on the VRC website.

### 17. Privacy

17.1 Each Member agrees that Members' personal information will be managed in accordance with Club Rules and the VRC's Privacy Policy as published from time to time on the VRC website, together with any privacy notices issued (by the VRC or third parties on behalf of the VRC) in connection with the Program or specific Rewards or events.

17.2 In addition, each Member hereby consents to the personal information the VRC or any Partner collects about the Member in connection with Racing Rewards (including in connection with the Member's transactions with the VRC or any Partners) being collected, held, disclosed and used by VRC, its service providers and Partners for the purpose of:

- (a) meeting any VRC or Partner commitments to Members;
- (b) disclosing that information to any third party service provider whom the VRC or Partner engages to assist in meeting commitments to Members;
- (c) providing Members with tailored marketing about VRC and third party products that VRC considers will be of interest to Members;
- (d) tracking the spend and behaviour of the Member in connection with the Racing Rewards program; and
- (e) improving the customer service provided to Members, including by means of research, marketing, product development and planning.

17.3 Each Member acknowledges that data will be collected as part of Ad hoc offers (as defined at section 18.1), including raceday prize draws that took place between 1 August 2015 and 16 January 2016. Such data may include personal information (and may include the location of the Member and the fact that the Member attended a particular raceday), and (in addition to that data being used in accordance with section 17.2) the Member consents to such personal information being:

- (a) used for the purposes of the relevant Ad hoc offer or Promotion and tracking the spend and behaviour of the Member to assist with developing the design of the Racing Rewards program; and
- (b) disclosed to any third party service provider whom the VRC engages to provide data analysis services.

### 18. Ad hoc offers

18.1 VRC may from time to time offer all or some Members other Benefits and/or Bonus Point opportunities (or ways to earn Benefits or Point redemption opportunities) on an ad hoc basis (**Ad hoc offers**). Such Ad hoc offers are usually one off or time constrained or temporary offers that are communicated to Members from time to time (for example, 2 for 1 offers etc).

18.2 Unless determined otherwise by VRC in its sole discretion, the following additional terms and conditions apply to any such Ad hoc offers:

- (a) Each Ad hoc offer is valid on the dates specified by VRC or, if no such dates are specified, the offer is valid only on the day that the offer is sent to the Member;
- (b) Each Ad hoc offer is personal to the Member it is sent to and cannot be transferred to or accepted by any other Member;
- (c) Any Ad hoc offer that includes or relates to an offer of an alcoholic beverage will only be satisfied if it can be satisfied in accordance with the VRC's obligations for responsible service of alcohol. VRC promotes the



## terms & conditions for the Racing Rewards program

responsible service of alcohol and any Member wishing to take up such an offer must be 18 years or over;

(d) Ad hoc offers are only available to Members and not their guests or any third parties;

(e) Ad hoc offers may be made to one or more Members or one or more tiers, or a limited number of Members, at VRC's discretion;

(f) The VRC may place limitations on Ad hoc offers in terms of the number of times an offer can be accessed by a Member or the time during which they are available. Limitations for each offer will be communicated by the VRC prior to the offer being made available;

(g) Members must scan or provide their Membership Card to take up an Ad hoc offer at the specified Point of Sale (or permanent retail outlet) or provide their Member number to VRC Customer Service to take up an Ad hoc offer;

(h) Where an Ad hoc offer relates to a raceday prize draw:

(i) Members must, during the relevant promotion period stated in the raceday prize draw's terms and conditions, swipe their VRC Membership Card at the designated permanent retail outlet Point of Sale in the Members' Enclosure when making the required purchase (eg. food and beverage purchase) before the staff member has cashed the transaction off. It is the responsibility of the Member to scan their Membership Card during the transaction;

(ii) the designated outlets and Points of Sale may vary between racedays and will be notified to Members as part of the promotion or on the VRC website;

(iii) where the promotion requires the purchase of food and/or beverage to enter the draw, unless otherwise stated by the VRC purchases of food and/or beverages by redeeming a food and beverage voucher or as part of a dining package are excluded, and purchases of food and/or beverages at the following facilities are excluded from raceday prize draws: The Chairman's Club dining facility, Members' Front Lawn, all Coffee Carts (except for the Trackside Coffee Cart in The Atrium) and any pop up temporary food outlet;

(i) Ad hoc offers are subject to available stock and may be withdrawn at any time;

(j) Ad hoc offers may be subject to other applicable terms and conditions which will be made available in the relevant communication or through the VRC website; and

(k) In accordance with section 5.18 the VRC will not be liable in any way in relation to the unavailability of Points which fail to accumulate as a result of Partner error, technical malfunction, or by reason of operator fault, misrepresentation or any other reason beyond the reasonable control of the VRC.

or redeemed prior to 30 January 2016. Those programs are now closed and those points are now void. Please contact VRC Customer Service for the terms and conditions that applied to any earlier period or the points earned or redeemed in that period.

### 19. Prior year racing rewards programs

19.1 These Terms and Conditions do NOT apply to any racing rewards program made available or points earned