



MUSWELLBROOK EQUUS LOYALTY CLUB

Terms & Conditions

Muswellbrook Equus Loyalty Club

TERMS AND CONDITIONS

Definitions

“Card” means the card issued by Muswellbrook Race Club to a Full Member in connection with his/her Membership.

“Eligibility Age” means 18 years or over.

“Eligible Goods” means the goods, and/or facilities of a Service Provider in respect of which Muswellbrook Race Club has agreed (with the Service Provider) that Members will earn Equus Points from the purchase or use of such goods.

“Full Member” means a person whose application for Membership of the MRC Equus Program has been accepted.

“Member” means both a Full Member and “Membership” has a corresponding meaning.

“Participant” means an MRC Equus Loyalty Member.

“PIN” means the personal identification number for use with a Card.

“Points” means loyalty points earned by a member from the purchase or use of Eligible Goods and loyalty points otherwise awarded to a Member by Muswellbrook Race Club under the terms and conditions of the Program.

“Program” means the MRC Equus Loyalty program administered by Muswellbrook Race Club and called (in respect of Members joining pursuant to these terms and conditions) the Muswellbrook Equus Loyalty program.

“Reward” means the benefits, goods, services, and facilities (including, without limitation, tickets, and vouchers) provided from time to time under the Equus Loyalty Program that can be obtained by a Full Member through the accumulation and redemption of Points.

“Rewards Provider” means Muswellbrook Race Club and any person who has an agreement with Muswellbrook Race Club for Full Members to obtain Rewards from that person in consideration of the redemption of Points.

“Service Provider” means Muswellbrook Race Club, and any person who has an agreement with Muswellbrook Race Club such that Equus Members will earn Points for the purchase or use of Eligible Goods and Services supplied by that person.

“Equus Membership Year” This is a financial year from 1st July to the 30th of June. All membership cards expire at the end of June and so do their points if a member does not renew their membership.

“Expiry of Points” Equus points need to be used by members during the 12-month financial period as they will expire each fiscal year at the end of June only if the member does not renew their membership. Once a member renews their membership, they will receive their points they accrued in the previous financial year.

Membership, Cards and Participation in General

1. Membership of the MRC EQUUS Program provides:
 - a) Members with the opportunity to accumulate Points and participate in exclusive promotional events and activities from time to time offered by Muswellbrook Race Club, Participants and/or other third parties; and
 - b) Full Members with the opportunity to redeem Points for Equus Rewards.
2. Membership is currently \$100 for individuals who has reached the Eligibility Age of 18 years. Suitable photo identification and/or other proof of identity acceptable to Muswellbrook Race Club is required before an application is accepted or a card is issued.
3. The number of Points earned by Full Members will determine their eligibility for Rewards during the Membership of the Program and their Membership category. Membership of such category is to be reassessed monthly (or such longer period as Muswellbrook Race Club may determine) according to the criteria applying at that date.
4. Muswellbrook Race Club reserves the right to refuse any application for Membership or terminate Membership at any time for any reason at its sole discretion (including, without limitation, if a member trespasses in any area at any property owned or operated by Muswellbrook Race Club or its related companies or is subject to an exclusion order). A Member is not eligible to accumulate Points or participate in exclusive promotional events and activities from time to time offered by Participants and/or other third parties, and a Full Member is not eligible to redeem Points for Equus Rewards, under the Equus Program during any period that that Member has trespassed or is subject to an exclusion order in relation to any property owned or operated by Muswellbrook Race Club or its related companies.
5. Membership is personal to each Member and is not transferable.
6. Each Card is the property of Muswellbrook Race Club and must be returned to Muswellbrook Race Club on demand, including on termination or cancellation of Membership. Muswellbrook Race Club will determine the manner of delivery of a Card to a Member in its sole discretion. Muswellbrook Race Club will not be responsible for any loss suffered by a member due to misuse or non-delivery of a Card. If a Card is lost or stolen, Muswellbrook Race Club must be notified without unreasonable delay and Muswellbrook Race Club may impose a charge for any replacement Card provided. Muswellbrook Race Club is not responsible and will accept no liability for misuse of lost or stolen Cards.
7. First use of a Card by a Member and/or his/her signing of a card means that the Member has read and understood these terms and conditions and accepts them and confirms his/her eligibility for Membership (as amended from time to time). Each Member agrees to immediately advise Muswellbrook Race Club of any change of address and other details provided by that Member on their application for Membership of the Program.
8. Muswellbrook Race Club reserves the right to terminate the Equus Loyalty Program at any time.
9. Muswellbrook Race Club may agree to combine the Equus Loyalty Program with any other loyalty or rewards program or agree to points being exchanged or exchangeable for loyalty reward points under any such other program (and vice versa), on such terms and conditions (including as to the exchange of Points into loyalty/reward points of that other program (and vice versa)) as it may determine in its sole discretion.
10. Muswellbrook Race Club may, at any time, establish, change, or remove different categories of Membership to which different rules apply, including (but not limited to) Point accrual rates, means of accruing Points and, for Full Members, Rewards offered.

11. Death or bankruptcy of a member will result in immediate cancellation of Membership and forfeiture of all Points of that Member will sit with MRC and the board can decide on who should receive the points on the passing of a member.

12. These terms and conditions may be amended at any time by Muswellbrook Race Club. The latest version of the terms and conditions for the Program can be found at <https://www.muswellbrookraceclub.com.au>. Muswellbrook Race Club will use its best endeavours to provide Members with a minimum of 30 days' notice of changes to the terms and conditions in circumstances where such changes may have a significant adverse effect on Members or a class of Members. Muswellbrook Race Club may also change, at any time, any other matter connected to the Equus Program, including (but not limited to) changes regarding:

- a) accrual rates for earning Points.
- b) the means by which Points may be accrued.
- c) Points required to qualify for a particular Reward.
- d) Rewards offered in connection with the Program.
- e) Points required to be eligible for a particular category of Membership; and
- f) Participants.

13. Muswellbrook Race Club is not responsible, and will not accept any liability, for any Card or system failure or for a member not swiping or not correctly swiping his/her Card and neither Muswellbrook Race Club or any Participant is under any obligation to provide the relevant Member with Points or any other benefit under any of these circumstances.

14. Muswellbrook Race Club reserves the right to verify the validity of a Member's Points or purchases or use of Eligible Goods and Services and to disqualify any Member who acts other than in accordance with these terms and conditions from further participation in the Program.

15. Muswellbrook Race Club is not liable for any loss or damage whatsoever which is suffered (including but not limited to direct, indirect, or consequential loss) or for personal injury which is suffered or sustained by a member because of their Membership to this Program, except for any liability that cannot be excluded by law.

Equus Points

16. Equus Points are not transferable and may only be redeemed by an MRC Member who has earned them or otherwise been awarded them by Muswellbrook Race Club.

17. Unless otherwise permitted by Muswellbrook Race Club in its sole discretion, Points are valid for 12 months from 1st July to 30th June in a financial year and any points that are not redeemed within 12 months of the date of accrual in the financial year of issue will expire on June 30th in that financial year, unless the member renews his membership, then the points will carry over to his new membership card.

- All points are redeemed on a “first-in-first-out” basis. MRC will notify members of points expiring at the end of the financial year if the member does not renew. MRC will not be held liable for any member not redeeming their points or the value of the points expiring at the end of June each year.
- Where more than one card is issued to a gold sponsor or a corporate sponsor the company’s person of authority on the cards will be liable and responsible for all points and cards issued and for all points earned by various parties on the cards in the company. The person of authority acting on behalf of the company is liable for all points used and MRC will not be liable for any points being used by other parties in the company or by external parties using the card for their personal use or gain. Where MRC has a company or sponsor for example with 2 or 4 Equus cards all cards will have the same membership number and the points will go to the initial member of authority on the card.

18. Any Points accrued by a member in connection with a transaction which is subsequently cancelled or where a refund is subsequently given will be deducted from that Member’s Points balance.

19. Members cannot earn and redeem Points in the same transaction. Points earned from the purchase or use of Eligible Goods and Services in any one transaction can be redeemed immediately in a separate transaction but cannot be used to discount the transaction for which Points are earned.

- Points can only be currently earned at the bars at Silks and the Garden Café, and for food only in Silks.

Rewards

20. Points can only be redeemed for Equus Products at MRC and for renewing a membership. Rewards may only be redeemed by a member swiping his/her Card and entering his/her correct PIN. Proof of identification may be required at the time of redemption.

21. Equus Points are not transferable, refundable, or exchangeable for cash, provided that Muswellbrook Race Club may from time to time offer a cash redemption option as a Reward in its sole discretion.

22. Muswellbrook Race Club is not responsible for lost or stolen Rewards or Reward vouchers or tickets after they have been issued or sent to the Member.

23. Muswellbrook Race Club reserves the right to cancel, withdraw or substitute Equus Benefits at its sole discretion and is not responsible, and will accept no liability, for any loss arising from a cancellation, withdrawal, or substitution of Equus Point Rewards.

24. Muswellbrook Race Club makes no warranties or representations either express or implied with respect to the quality, standard, fitness, or suitability for any purpose of any goods or services (including Rewards) offered as part of the Program, to the extent permitted by law, disclaims any and all liability for any loss, damage or claim that arises in connection with any of those goods and services.

If liability cannot be excluded by law, liability for a breach of a condition or warranty in relation to goods or services provided in the course of the Program is limited to:

- In the case of goods, to either one or more of the following:
 - a) the replacement of the goods or the supply of equivalent goods.
 - b) the repair of the goods.
 - c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - d) the payment of the cost of having the goods repaired; and
- In the case of services, to:
 - a) the supplying of the services again; or
 - b) the payment of the cost of having the services supplied again.

Abuses of the Program

25. Any fraud or misuse of a Card or improper conduct or breach of these terms and conditions will result in Muswellbrook Race Club taking appropriate action (as determined by Muswellbrook Race Club in its sole discretion), which may include the cancellation of Membership and the forfeiture of the relevant Member's Card and any accrued Points and/or competition prize.

26. Each Member is responsible for keeping their card secure and any passwords confidential. Where a member chooses a PIN, that Member must not choose sequential numbers, personal information or any other easily found or known PIN. Muswellbrook Race Club will not be responsible or liable for disclosure of a PIN by a Member or use of a Member's PIN by another person. Use by any other person of a Member's PIN in connection with use of that Member's Card may result in that Member's Points balance being forfeited or that Member's funds being forfeited (as the case may be).

27. Membership of the Equus Loyalty Program does not give a member access to the benefits of any other club or a facility of Muswellbrook Race Club or a Participant and does not entitle a member to obtain access to any area, club or facility operated by Muswellbrook Race Club, a related company of Muswellbrook Race Club or a Participant. Any Member found attempting to obtain unauthorised access to any such area, club or facility will be deemed to be breaching these terms and conditions.

Muswellbrook Race Club Rewards Website

28. Additional terms and conditions apply to your use of the Muswellbrook Race Club Equus Rewards website.

Bonus Equus Points Program

29. Muswellbrook Race Club may from time to time establish an entitlement to additional Points and additional Benefits (**Bonus Points & Equus Loyalty Program**) on the following terms and conditions. Muswellbrook Race Club will specify a duration for the Bonus Points & Equus Loyalty Program.

- Muswellbrook Race Club will specify the group of Members entitled to participate in the Equus Loyalty Program.
- Muswellbrook Race Club may specify points will accrue during the Bonus Points & Rewards Program (Bonus Points) in addition to the Points that accrue under other elements of the Program.

- Muswellbrook Race Club will specify Benefits that may be redeemed from Bonus Points or Rewards that may be redeemed by Members in addition to the Equus Benefits that accrue or are awarded under other elements of the Program.
- There will be no charge or cost to participate in a Bonus Points & Rewards Program.
- Unless otherwise permitted by Muswellbrook Race Club in its sole discretion, Bonus Points are valid for 12 months from the date of accrual and any Bonus Points that are not redeemed within 12 months of the date of accrual will expire, unless a member renews their membership then they will accrue these bonus points earned.
- Muswellbrook Race Club may terminate or change the terms of a Equus Bonus Points & Equus Program at any time.

30. By joining the Equus Loyalty Program, a member agrees that within the Privacy Act 1988 of Australia that MRC can advertise, market, and communicate to them by using their personal information supplied to MRC.

31. An applicant for membership of the Company is to be admitted as a Member on the approval of the Board and upon payment by the applicant of the applicable Joining Fee (if any) and the first Subscription. The Board is not required to give any reason for rejecting or accepting an application for membership.

