

McQUEENS TAVERN (MAXETAG) MEMBERSHIP

TERMS AND CONDITIONS

1.0 Membership

- 1.1. Membership is free (but replacement Maxetag tag is AU \$3.00). A person can apply for McQueens (Mexetag) membership by joining at McQueens Tavern.
- 1.2. Members will be bound by these Terms and Conditions, which may vary. McQueens Tavern will attempt to notify members of changes but shall not be liable in any way for failure to do so.
- 1.3. A member must notify McQueens Tavern of personal detail changes or of a lost or stolen membership card. McQueens Tavern is not liable for delays in replacing a membership card or for any unauthorised use.
- 1.4. Points will not be credited until an individual becomes a member. Members can check point balances by asking a staff member or via the Maxetag terminal at McQueens Tavern. Disputes regarding member's points must be notified to McQueens Tavern in writing. A written statement by McQueens Tavern deciding any such dispute is final and binding.
- 1.5. McQueens Tavern may terminate a membership without notice for any reason including, without limitation, if the member:
 - 1.5.1. Fails to comply with these membership Terms and Conditions;
 - 1.5.2. Abuses any privilege accorded to the member,
 - 1.5.3. Supplies any misleading information or make any misrepresentations to McQueens Tavern staff or management.
 - 1.5.4. If the member does not use his or her membership card for a period of 12 months.
- 1.6. A member may terminate his or her membership at any time by giving written notice to McQueens Tavern.
- 1.7. Membership cards are not credit cards, not transferable, cannot be redeemed as cash and remain the property of McQueens Tavern.
- 1.8. Any tax, liability, or duty arising from a member's participation in McQueens Tavern membership program, is the responsibility of the member.

2.0 Earning points and Redeeming points

- 2.1. Points will be credited to a member's account for purchases on qualifying goods and services.
- 2.2. McQueens Tavern will determine which goods or services are qualifying and the number of points credited.
- 2.3. A member must present their membership card to McQueens Tavern staff before a purchase is concluded. Failure to present the card results in no points being credited.

3.0 Other deductions of points

- 3.1. McQueens Tavern can deduct points from a member if points credited were in error, refund is given or purchase cancelled.
- 3.2. Any points not redeemed within 12 months will expire.

4.0 General

- 4.1. McQueens Tavern, without prior notice to members, can change the goods and services which qualify for points and the number of points awarded.
- 4.2. McQueens Tavern reserves the right to suspend or terminate the membership program at any time without notice. McQueens Tavern will not be liable for the suspension or termination of the program on any account whatsoever including (without limitation) for any points balance in a member's account at the time of suspension or termination.
- 4.3. McQueens Tavern assumes no liability to a member whether for negligence, breach of contract or otherwise except:
 - 4.3.1. Any claim relating to points, to crediting that number of points to the member's account.
- 4.4. A notice shall be deemed to be given by McQueens Tavern to a member if it is sent to the postal or e-mail address of the member appearing in the database.
- 4.5. Playing a gaming machine or participating in a loyalty scheme that requires either expenditure on gaming machines, or agreement to receive gaming machine advertising, does not enable you to enter or participate in promotions linked to McQueens Tavern membership loyalty program
- 4.6. These terms and conditions will be construed according to and be governed by the laws of Australia. The parties submit to the exclusive jurisdiction of the courts in and of Australia in relation to any dispute arising under these terms and conditions.

5.0 Privacy Statement

- 5.1. McQueens Tavern may collect information about members. The membership database contains the following member information:
 - 5.1.1. Name, address and telephone number(s);
 - 5.1.2. Transaction details associated with the collection of membership program points;
 - 5.1.3. Points collected and awards provided;
 - 5.1.4. E-mail address
- 5.2. Member database information will be made available to McQueens Tavern agents involved in administering the membership program. Information from the membership database will be made available to and used by McQueens Tavern and its agents, for marketing, planning, product development, research and other commercial purposes.
- 5.3. Each member consents and agrees to:
 - 5.3.1. McQueens Tavern and its agents including Zen Global accessing the information contained in the member database;
 - 5.3.2. The disclosure of any information contained in the member database to McQueens Tavern, Zen Global and its agents for the purposes set out above;
 - 5.3.3. The disclosure of any information contained in the member database by McQueens Tavern, Zen Global or its agents for the purposes referred to above.