

# Knox Tavern Rewards

## Terms & conditions of use

These Terms and Conditions govern the rewards program known as Knox Tavern Rewards. The use of the Knox Tavern's Rewards card constitutes acceptance of the terms & conditions of use.

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### Definitions

**'Benefits'** means any discounts, bonuses, prize draws or other arrangements offered or available to a Member as a result of Membership, including earning and redeeming points

**'Rewards'** is the name of the Knox Tavern's membership program.

**'Terms and Conditions'** means these terms and conditions as amended from time to time

## 1. MEMBERSHIP

- 1.1 Membership is only available to Australian residents who are aged 18 years or over. Employees may become Members.
- 1.2 A person may apply to become a Member by completing a Knox Tavern Rewards Membership application form. By submitting the Knox Tavern Rewards Membership application form, each Member acknowledges that they have read, understood and agree to be bound by these Terms and Conditions.
- 1.3 A person's Membership becomes effective from the time a membership card has been issued.
- 1.4 A person who has applied to become a Member under clause 1.2 will not be entitled to a Rewards Card until that person presents an acceptable form of original identification to a member of staff at the venue. Acceptable forms of identification are detailed in clause 1.5.
- 1.5 Acceptable forms of identification include a current driver's licence or learner permit, current passport, proof-of-age card, Keypass (in

all States or Territories other than NSW and WA), or foreign driver's licence if such documents contain a photo of the person to whom it is issued and indicate by reference to the person's date of birth or otherwise that the person has attained the age of 18.

- 1.6 Membership is granted and maintained at the discretion of Knox Tavern.
- 1.7 Knox Tavern may cancel or suspend any person from participation in Knox Tavern Rewards at any time, and may cancel or suspend the Rewards Program at any time.
- 1.8 The Member undertakes to notify Knox Tavern as soon as possible, of any change of name, address or other identifying details and present appropriate identification as required to validate such change.
- 1.9 Members that are excluded or self-excluded from the venue may have their Membership suspended or terminated.

## **2. CHANGES TO KNOX TAVERN REWARDS**

- 2.1 Knox Tavern may make any changes to Knox Tavern Rewards from time to time, including without limitation, the Terms and Conditions and associated Benefits, Rewards or Voluntary Pre-Commitment features, by publishing those changes on the Website.
- 2.2 Knox Tavern may, at any time, cancel Knox Tavern Rewards in whole or in part or suspend it for any reason. Any such cancellation or suspension will not be effective immediately until the member is notified either in writing or verbally. Upon cancellation, any Rewards Points which have not been redeemed will immediately and automatically be deemed surrendered by the Member and cancelled.

### **3. REWARDS CARDS**

- 2.1 A person is only entitled to one Membership number and is permitted only one Rewards Card.
- 2.2 All Rewards Cards remain the property of Knox Tavern and must be returned to staff member on request.
- 2.3 Each use of a Member's Rewards Card is deemed acceptance of these Terms and Conditions.
- 2.4 It is the sole responsibility of the Member to protect their Reward's Card and take precautions against loss or unauthorised use.
- 2.5 A Rewards Card issued to a Member may only be used by that Member for the purposes of their Membership. The Member must not give their Rewards Card to another person or Member for any purpose whatsoever. An Staff Member may require a person to produce identification satisfactory to that Staff Member for the purposes of verifying that a Rewards Card is being used by the relevant person to whom it was issued and such person must immediately comply with such request.
- 2.6 Members must notify Knox Tavern as soon as is reasonably practical, of any damage, loss or theft of their Rewards Card. Knox Tavern may replace a damaged, lost or stolen Rewards Card at its discretion subject to the relevant Member satisfying Knox Tavern's identification requirements.

### **4. REWARDS POINTS AND BENEFITS**

- 4.1 A Member may only earn Rewards Points and take advantage of Benefits as set out below and as varied and/or replaced from time to time by Knox Tavern.
- 4.2 1 point is earned for every \$1 spent on food or beverage products.
- 4.3 Knox Tavern may place a cap on the Point earning capacity of an individual Member.
- 4.4 Rewards Points and Benefits cannot be transferred to another Member and can only be used by the Member whose name appears on the Rewards Card.
- 4.5 Benefits are offered subject to availability. Knox Tavern shall not be responsible for the unavailability or withdrawal of any particular

- Benefit. Knox Tavern may limit the goods and services on which Rewards Points may be earned and Benefits applied.
- 4.6 Particular Benefits (such as once-off Member prizes, discounts, birthday venue vouchers or other Benefits) may be accompanied by and subject to terms and conditions in addition to these Terms and Conditions.
  - 4.7 Benefits cannot be used in conjunction with any other promotional offer or discount, unless otherwise specified in the terms and conditions of a particular offer or promotional event.
  - 4.8 In order to earn Rewards Points or Benefits, it is the Member's responsibility to ensure that their Rewards Card has been presented at the time of the transaction.
  - 4.9 It is the Member's responsibility to check at the time of the transaction that Rewards Points have been correctly allocated to their Rewards Card and immediately notify the Venue of any discrepancies.
  - 4.10 Knox Tavern may adjust the Member's Points or Benefits.
  - 4.11 Rewards Points will expire 24 months from the date of earning those Rewards Points, if not redeemed sooner. When redeeming Rewards Points, the oldest Rewards Points will be deducted first.
  - 4.12 Rewards Points and Benefits cannot be re-credited once they have expired.
  - 4.13 Knox Tavern may reverse or cancel any Rewards Points credited to a Member incorrectly or not in accordance with the Terms and Conditions.

## **5. REWARDS**

- 5.1 Members may exchange Rewards Points for benefits as set out below and as varied and/or replaced from time to time by Knox Tavern.  
1 point redeemed value is \$0.01 therefore 10 points = 10 cents,  
100 points = \$1
- 5.2 Rewards are offered subject to change and availability. KNOX TAVERN shall not be responsible for the unavailability or withdrawal without notice of any particular benefit and may accept or reject any request to receive a Benefit.

- 5.3 In exchanging Rewards Points for benefits, the Members must present their Rewards card to the Venue and comply with any validation and identification tests required by KNOX TAVERN Staff Members, including, without limitation providing their name, address, date-of-birth.
- 5.4 A Member's Rewards Points may not be combined with any other Member's Rewards Points to claim Rewards.
- 5.5 Once issued, benefit cannot be refunded, returned or exchanged for cash or replaced if lost or stolen. No change can be given on the unused portion of a benefit.
- 5.6 Particular Rewards, such as those which result from Promotional Offers described in clause 6, may be accompanied by and subject to terms and conditions in addition to these Terms and Conditions.

## **6. PROMOTIONAL OFFERS**

- 6.1 KNOX TAVERN may, from time to time, make Promotional Offers to individual Members or groups of Members and to the exclusion of other Members. Promotional Offers may include Benefits, Rewards Points and subject to the terms and conditions of the Promotional Offers.
- 6.2 The types of Promotional Offers KNOX TAVERN may make from time to time include, without limitation, offers for discounted food and beverage, venue vouchers and/or bonus Rewards Points in exchange for the Member using their Rewards Card in a certain way or entering into promotional activities such as trade promotions and bonus points games or draws.

## **7. OPT-OUT/SURRENDER/ SUSPENSION / TERMINATION OF MEMBERSHIP**

- 7.1 If the Member wishes to surrender their Membership they may do so at any time by notifying an KNOX TAVERN Staff Member and returning their Rewards Card or by contacting KNOX TAVERN through our website or ring 03 9800 3011
- 7.2 KNOX TAVERN may suspend or terminate a Member's Membership, where it has determined that a Member has failed to comply with these Terms and Conditions, has engaged in dishonest or fraudulent activity, has been intimidating or disruptive to patrons or staff, is suffering mental incapacity, is causing or is likely to cause reputational damage to KNOX TAVERN or where required to do so by law.
- 7.3 Membership will immediately and automatically terminate upon the death of the Member.
- 7.4 Unless KNOX TAVERN determines otherwise, if a Member's Membership has been suspended, that Member will not be entitled to participate in Knox Tavern Rewards, earn any Rewards Points, take advantage of Voluntary Pre-Commitment, take advantage of Benefits, or claim any Rewards pending further notice from KNOX TAVERN.
- 7.5 Unless KNOX TAVERN determines otherwise, upon termination of a Member's Membership, any Rewards Points that have been accumulated by the Member will immediately and automatically be deemed surrendered by the Member and cancelled.
- 7.6 For the avoidance of doubt, if a Member's Membership is terminated or suspended by reason of the Member becoming self-excluded, KNOX TAVERN will afford the Member a reasonable opportunity to redeem their points at the Venue (other than in the gaming room or area).

## **8. PRIVACY**

- 8.1 By becoming a Member, Members agree that KNOX TAVERN may collect, use and disclose Members' Personal Information in accordance with the Privacy Policy at [knoxtavern.com.au/privacy.html](http://knoxtavern.com.au/privacy.html). It is each Member's responsibility

to read the Privacy Policy. If persons do not provide all or some of the Personal Information that is requested, KNOX TAVERN may refuse Membership. To contact KNOX TAVERN in relation to privacy issues please contact The Manager at KNOX TAVERN 1 Capital City Blvd, Wantirna South, 3152. KNOX TAVERN may use Personal Information collected about each Member for the purposes set out in the Privacy Policy at [knoxtavern.com.au/privacy.html](http://knoxtavern.com.au/privacy.html).

- 8.2 KNOX TAVERN may disclose Personal Information collected about Members:
  - 8.2.1 as permitted or required by law or administrative requirement of any government, regulatory or judicial agency or stock exchange;
  - 8.2.2 Members expressly consent to receiving marketing and promotional material from KNOX TAVERN, program partners or any existing or prospective Participating Venue in relation to Knox Tavern Rewards. Members may opt-out of receiving such material by following the process advised to them in that material.
  - 8.2.3 Members expressly consent to the receipt of marketing and promotional material from KNOX TAVERN, program partners or any existing or prospective Participating Venue by post, SMS, MMS, email or any other electronic form. KNOX TAVERN will comply with the *Spam Act 2003* (Cth), the *Do Not Call Register Act 2006* (Cth) and any other applicable legislation in relation to the sending and their receipt of electronic commercial messages. Members who receive direct marketing communications are entitled to opt-out of receiving any further direct marketing communications from KNOX TAVERN, program partners or any existing or prospective Participating Venue by following the simple, free and clear opt-out procedures outlined in the relevant direct marketing communication.
  - 8.2.4 KNOX TAVERN's Privacy Policy contains information about how Members can complain about a breach of the Australian Privacy Principles and how KNOX TAVERN deals with such complaints.

## **9. LIMITATION OF LIABILITY**

- 9.1 To the extent that Knox Tavern Rewards and/or anything received by a Member pursuant to these Terms and Conditions constitutes a

supply of goods or services to a consumer within the meaning of the Australian Consumer Law, KNOX TAVERN do not exclude, restrict or modify any non-excludable obligations, terms, conditions, guarantees or warranties. In all other respects and to the extent permitted by law:

- 9.1.1 KNOX TAVERN exclude all liability whether arising in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss or damage (including, without limitation, loss of opportunity, loss of profits or any other monetary loss or damage) whether direct, indirect, special or consequential, arising in any way, whether directly or indirectly, out of Knox Tavern Rewards;
- 9.1.2 KNOX TAVERN exclude all express and implied warranties relating in any way, whether directly or indirectly, to Knox Tavern Rewards; and
- 9.1.3 KNOX TAVERN limit liability to allocating to the relevant Member's Rewards Card the number of Points and/or Benefits which KNOX TAVERN considers appropriate in connection with the circumstances in which the relevant claim arose.

## **10. GENERAL**

- 10.1 Unless otherwise specified where KNOX TAVERN or an KNOX TAVERN Staff Member exercises a right or discretion under these Terms and Conditions, it does so in its absolute discretion and without giving notice or reason.
- 10.2 If any provision of these Terms and Conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these Terms and Conditions and rendered ineffective as far as possible without modifying the remaining provisions of these Terms and Conditions, and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms and Conditions.
- 10.3 KNOX TAVERN's decisions in respect of Knox Tavern Rewards are final and binding.
- 10.4 Any tax liabilities and other duties arising from the accumulation and redemption of Rewards Points, and the receipt of any Benefits

and/or Rewards are and remain the sole responsibility of the Member.