

2019 GIANTS MEMBER REWARDS PROGRAM

TERMS AND CONDITIONS

Effective 1st March 2019

1. Introduction

1.1 These Terms and Conditions:

- (a) apply to and govern the relationship between the GIANTS and each Member with respect to the GIANTS Reward Program. It is the Member's responsibility to read and understand them; and
- (b) are effective as at the date specified above and may be amended at any time.

2. Definitions

2.1 In these Terms and Conditions unless the context otherwise requires:

Member means any individual who has successfully applied for and been accepted of a 2019 GIANTS Membership.

GIANTS means Western Sydney Football Club Ltd ABN 15 130 190 242 operating as GWS GIANTS.

GIANTS Member Rewards means the loyalty program described on the website <https://GIANTS.AFL/REWARDS> also known as Member Benefits, or any replacement program.

Terms and Conditions means these GIANTS Member Rewards Terms and Conditions.

2.2 In these Terms and Conditions, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to 'include' or 'including' means 'including but not limited to'; and
- (c) references to any statute or statutory provision includes any re-enactment or replacement thereof and will include any regulations or other subordinate legislation made under the relevant statute.

3. Changes to GIANTS Member Rewards

3.1 Subject to clause 3.2 the GIANTS reserves the right to make any changes (whether material or otherwise) to GIANTS Member Rewards, the Terms and Conditions and the GIANTS Member Rewards Benefits offered including changes to:

- (a) the ways in which GIANTS Member Rewards Benefits are earned;
- (b) GIANTS Member Rewards Benefits, including their continued availability;
- (c) Membership requirements, including entry criteria and any fees;
- (d) the expiry of Membership and accrued Reward Points; and
- (e) the way in which the GIANTS Member Rewards is administered.

3.2 The GIANTS will inform Members of material changes to these Terms and Conditions and, where such changes will limit GIANTS Member Rewards Benefits, when practicable, will give Members at least 30 days' notice by updating these Terms and Conditions and related information on <http://giants.afl/rewards>.

4. Termination or suspension of GIANTS Member Rewards

4.1 The GIANTS give no undertaking as to the continuing availability of GIANTS Member Rewards. The GIANTS may terminate or suspend GIANTS Member Rewards at any time. The GIANTS will give at least 30 days' notice to Members of such termination or suspension, except if GIANTS ceases to operate a membership program or for other reasons outside the GIANTS' control, in which case the GIANTS Member Rewards will cease immediately.

5. Membership

5.1 The requirements and individual need to meet in order to attain a GIANTS Membership can be found on the website membership.gwsgiants.com.au/terms-and-conditions.

5.2 In order for a member to redeem prizes and/or rewards, the member must be financially compliant. Failure to meet this requirement will void any attempts of redemption.

5.3 Each Member may only have one GIANTS Member Rewards Account. Members who hold multiple memberships will only accumulate points based off one membership. Families members within a Family membership will also be counted as individuals and no points are able to be transferred or pooled between member.

5.4 Individuals who wish to cancel their membership or in the instance the GIANTS terminate a membership, all/any points that have been earned will be forfeited and will immediately expire.

6. Earning GIANTS Member Rewards

6.1 General

6.1.1 To earn GIANTS Member Rewards Points, Members must present their name and member ID upon request or entry into an eligible match.

6.1.2 A member may earn GIANTS Member Rewards Points only in relation to:

- (a) Attending eligible Home matches after the members purchase date; and
- (b) Eligible bonuses determined by the GIANTS.

Except as provided elsewhere in these Terms and Conditions, or as otherwise specified by the GIANTS, Points may be credited only to the account of the Member who has attended the eligible match or meets all requirements for bonus points.

6.1.3 Points will not be awarded in relation to any memberships/events/bonuses that are cancelled, refunded or returned. The GIANTS may cancel or deduct any Points that have been awarded in relation to cancelled, refunded or returned memberships.

6.2 GIANTS Member Rewards Points Validity

6.2.1 Except as otherwise provided in these Terms and Conditions, Points will expire at the end of each AFL Premiership Season.

6.2.2 The GIANTS will notify Members of the number of Points that are about to expire and the expiration date via Email.

6.2.3 The GIANTS reserves the right to reverse or cancel any Points credited to a Member incorrectly, or not in accordance with, or in breach of, the Terms and Conditions at any time.

6.3 Earning GIANTS Member Rewards Points for Attending Matches

6.3.1 Points for attending eligible home matches played at GIANTS Stadium or UNSW Canberra Oval may be earned only for members who successfully scan their membership card upon entry into the venue. In the instance a member is unsuccessful in scanning in their card, The GIANTS may or may not credit points to a member depending on the circumstances.

6.3.2 It is the responsibility of the Member to check whether a proposed match is eligible to earn Points and if so, how many Points will be earned.

6.3.3 Rewards availability is limited and subject to availability. For information on point redemptions head to article 9.

6.4 GIANTS Member Rewards Points are not earned at all matches

6.4.1 Points are not earned for:

- (a) Matches that are not listed on <https://GIANTS.AFL/REWARDS>
- (b) Members who scan in on a GIANTS Recruits membership
- (c) Members who scan in on a Free ticket; or
- (d) Members who scan in on any ticket other than their 2019 membership

6.5 GIANTS Member Rewards Bonuses

6.5.1 Members who successfully roll over their membership on the GIANTS EZY Pay Upfront or Monthly plan will receive a 50 point bonus on their account. Any member who is eligible for this bonus will be credited after the first installment of the GIANTS EZY Pay Plans. Any member who signs up for a GIANTS Members on an EZY Pay Plan after the first instalment will not be eligible for the bonus until the next season, permitting they roll over at the time of the 2020 season's first installment.

6.5.2 Members who have consecutively held a GIANTS Membership and have been financially compliant since 2010 will be awarded 50 bonus points.

6.5.3 The GIANTS may offer other bonuses throughout the course of the season. The number of points and the eligibility criteria will be communicated via Email, SMS or through the GIANTS App.

7. Point Statements

7.1 Members can access their account information and points balance from;

- (a) The GIANTS app via the Member Rewards Portal; or
- (b) Contacting the GIANTS Membership Team on 1300 442 687 or membership@qwsgiants.com.au.

8. Transferring or Pooling Points

8.1 GIANTS Member Reward Points are not transferable under any circumstances.

8.2 Families or other groups of members are also unable to pool their points.

8.3 Points will be awarded as per article 6 in these terms and conditions and on an individual basis.

8.4 Points are calculated on an account basis. Members with multiple memberships within the one account, will only accrue points for one membership per match.

9. Redeeming GIANTS Member Rewards Points

9.1 Rewards availability is limited and subject to availability.

9.2 The GIANTS may at any time modify or remove rewards for any reason deemed necessary.

9.3 Members must have in their account at least the number of GIANTS Member Rewards Points required to redeem the chosen Reward at the time the booking or redemption is processed. Failure to do so will result in the redemption request being denied.

9.4 The GIANTS may make (or may arrange for third parties to make) other Rewards available for redemption through the GIANTS Member Rewards Program for a specified period. Details and any additional terms and conditions applicable to those other Rewards will be provided by the applicable Reward supplier and/or on the website.

9.5 Members may assign Rewards that they obtain through the GIANTS Members Rewards Program, to their Family Members subject to any terms and conditions applicable to the Reward. However, the GIANTS may reject requests for Family Members or Guest to replace the redeeming member for an experience or reward.

10. Privacy

10.1 Information collected as part of the GIANTS Member Rewards program will be used in accordance with the GIANTS Privacy policy which can be found here <https://www.gwsgiants.com.au/club/administration/privacy-policy>.

11. Liability

11.1 The GIANTS acknowledges that certain jurisdiction's laws imply terms, conditions or warranties into contracts for the supply of goods or services that cannot be excluded.

11.2 Subject to clause 11.1, and to the extent permitted by law in any applicable jurisdiction, the GIANTS and any of their officers, employees or agents are not liable for any loss or claim of any kind, arising under or in connection with these Terms and Conditions or the GIANTS Member Rewards Program, including, without limitation, any changes to the Terms and Conditions or the GIANTS Member Rewards Program, save to the extent that such loss or claim arises from the negligence or wilful misconduct of the GIANTS or any of their officers, employees or agents.

12. General

12.1 Governing Law: The Terms and Conditions and membership in the GIANTS Member Rewards Program are governed by and will be construed in accordance with the laws of the State of New South Wales, Australia irrespective of where the application for Membership has been completed by the Member or submitted to the GIANTS. In any action or other legal process with respect to any matter or thing in connection with these Terms and Conditions or Membership the Member submits to the non-exclusive jurisdiction of the State of New South Wales.

12.2 Nothing in these Terms and Conditions affects any rights a Member may have and which by law cannot be excluded, including under the Competition and Consumer Act (2010) and under State and Territory consumer protection legislation.

12.3 If part or all of any 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.