

# COMPLETE THE MEMBERSHIP FORM AND RETURN TO A PARTICIPATING VENUE

## MEMBERSHIP APPLICATION

By completing my details, I agree to being contacted in relation to Monty's Rewards with the latest news and offers, including gaming, wagering and Keno (if applicable) by either SMS, email or post.

Title     M  F

First Name

Surname

DOB  /  /

D D M M Y Y Y Y

Address

Postcode

Mobile

Email

If you do not wish to receive updates, please tick this box

Are you 'self-excluded'? Yes  No

### Important Information

I agree to receive a Player Activity Statement, if required under governing legislation (Please tick one box only) In Venue  Via Email  Via Post

*By signing below I confirm I have read, understood and agree to the Monty's Rewards Terms and Conditions and Privacy Statement as outlined overleaf. In addition, if joining in Victoria, I confirm that I have received a Player Information Brochure.*

Signed

Date  /  /

D D M M Y Y Y Y

## STAFF USE ONLY

We promote the responsible service of gaming & alcohol. Advertising and promotions contained on ALH Group posters, fliers or newspaper advertising are not implicitly or explicitly directed at minors, excluded persons, or vulnerable or disadvantaged groups. [alhgroup.com.au](http://alhgroup.com.au)

**GAMBLE RESPONSIBLY**  
**GAMBLING HELPLINE 1800 858 858**



Drivers Licence No.

Other ID Type

Number

Staff Initials  Date Entered  /  /

Member #



**MONTY'S REWARDS TERMS AND CONDITIONS**  
**[EFFECTIVE NOVEMBER 2015]**

**1. Monty's Rewards Terms and Conditions**

1.1 These Terms and Conditions govern the rewards program known as Monty's Rewards. It is every Member's responsibility to read and understand them.

1.2 These Terms and Conditions are effective as at the date specified above and may be amended by ALH, from time to time in accordance with clause 4. Any amendments to the Terms and Conditions will be available on the Website and take effect immediately at the time they appear on the Website.

**2. Definitions**

In these Terms and Conditions unless the context otherwise requires:

**'ALH'** means ALH Group Pty Ltd ACN 098 212 134 and its executors, administrators, successors and permitted assigns;

**'ALH Staff Member'** means an employee, agent or contractor of ALH, its Related Bodies Corporate or any Participating Venue;

**'Australian Consumer Law'** has the meaning given in the Competition and Consumer Act 2010 (Cth);

**'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 Monty's Points;

**'Games'** means games played on a device regulated under the Gaming Machines Act 2001 (NSW), Gaming Machine Act 1991 (Qld), Gambling Regulation Act 2003 (Vic), Gaming Machines Act 1992 (SA), Gaming Machine Act 1995 (NT) or Gaming Control Act 1993 (Tas) and which is commonly known as a 'poker machine';

**'Gift Card'** means a gift card issued to a Member as a Reward pursuant to these Terms and Conditions, which may be used for payment, towards the goods and services offered by a third party, up to the dollar value stored on the gift card;

**'Member'** means a person who is a member of Monty's Rewards;

**'Membership'** means membership of Monty's Rewards;

**'Monty's Card'** means the card issued by ALH to Members in relation to their Membership;

**'Monty's Points'** means the points awarded to Members in Monty's Rewards pursuant to these Terms and Conditions;

**'Monty's Rewards'** means the Membership program in relation to venues operated by ALH in accordance with these Terms and Conditions;

**'Participating Venue'** means a venue that is participating in Monty's Rewards in the provision of the Benefits and/or Rewards in accordance with these Terms and Conditions and as listed on the Website and where the context permits, includes the operator of that venue. Such Participating Venues may change from time-to-time and without notice other than on the Website;

**'Personal Information'** means any information or opinion (irrespective of the medium in which this is stored or kept) about Members, whether true or not, from which the identity of Members can be reasonably ascertained including without limitation:

- details in relation to your patronage of the Venue;
- details in relation to your use of Voluntary Pre-Commitment;
- details in relation to Points that you have accrued;
- details in relation to requests you have made for Rewards (and the outcome of those requests); and
- your personal details such as name, address, phone number, email address, date of birth and any other information provided in your Membership application form;

**'PIN'** means the personal identification number which is issued to the Member by ALH or nominated by the Member for verification purposes;

**'Promotional Offers'** means the ad hoc or targeted promotional offers to Members or groups of Members that may change from time to time;

**'Related Bodies Corporate'** has the meaning given to it in the Corporations Act 2001 (Cth);

**'Rewards'** means items, Venue Vouchers, Gift Cards, Third Party Offers, goods or services described as rewards on the Website from time to time that are available to a Member as a result of achieving certain criteria;

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

**'Third Party Offer'** means an offer to a Member made by a third party permitted by, but not related to, ALH as an adjunct to Monty's Rewards;

**'Venue Voucher'** means a voucher issued to a Member as a Reward pursuant to these Terms and Conditions, which may be used for payment, towards food and beverages offered by a Participating Venue, up to the dollar value shown on the voucher;

**'Voluntary Pre-Commitment'** means the ability for Members to voluntarily set time and net loss limits on electronic gaming machine play under Monty's Rewards, which once reached, results in electronic notification to the Member and prevents the Member from earning any further Monty's Points as a result of subsequent electronic gaming machine play until a predetermined period of time has passed; and

**'Website'** means montysrewards.com.au

**3. Membership**

3.1 Membership is only available to Australian residents who are aged 18 years or over. Membership is only open to individuals and not corporations or other entities. Unless authorised by ALH, employees and contractors of:

3.1.1 ALH or its Related Bodies Corporate; or

3.1.2 Participating Venues;

are not permitted to become Members or continue Membership.

3.2 A person may apply to become a Member upon presenting original identification (see clause 3.4 for acceptable forms of identification) and completing a Monty's Rewards Membership application form. By signing or electronically submitting the Monty's Rewards Membership application form each Member acknowledges that they have read, understood and agree to be bound by these Terms and Conditions.

3.3 A person's Membership becomes effective from the time their details have been entered into the Monty's Rewards database and a Monty's Card has been issued at which time the Member offer constituted by the application shall be deemed accepted by ALH and the Member will thereby, without more, be bound by these Terms and Conditions, subject to clause 3.9.

3.4 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.

3.5 Membership is granted and maintained at the discretion of ALH.

3.6 ALH may exclude or suspend any person from participation in Monty's Rewards.

3.7 The Member undertakes to notify ALH as soon as possible, through a Participating Venue, of any change of name, address or other identifying details and present appropriate identification as required to validate such change.

3.8 Members that are excluded or self-excluded from any Participating Venue may have their Membership suspended or terminated.

3.9 ALH may grant provisional Membership to an individual (**'Provisional Member'**), entitling the Provisional Member to certain benefits and not others in accordance with ALH's Provisional Member Rules (a copy of which will be provided to each Provisional Member) pending completion of a Monty's Rewards application form and

presentation of appropriate identification in becoming a full Member (**'Provisional Membership'**).

3.10 A Provisional Member will be deemed a Member and be bound by these Terms and Conditions as if clauses 3.2 and 3.3 had been fulfilled, subject to the limitations and restrictions in the Provisional Member Rules.

3.11 A Provisional Membership commences on the date that the Provisional Membership is first used in any way. If the Provisional Member does not become a full Member within 30 days of being granted Provisional Membership, the Provisional Membership will automatically be terminated without notice and any accrued Points or Benefits will be deemed surrendered and cancelled.

**4. Changes to Monty's Rewards**

4.1 ALH may make any changes (whether material or otherwise) to Monty's Rewards from time to time and without prior notice to the Member, including without limitation, the Terms and Conditions and associated Benefits, Rewards or Voluntary Pre-Commitment features.

4.2 It is every Member's responsibility to ensure that they keep themselves informed of any amended Terms and Conditions and associated Benefits, Rewards or Voluntary Pre-Commitment features by accessing the Website.

4.3 ALH may, at any time, cancel Monty's Rewards in whole or in part or suspend it for any reason after 90 days' notice on the Website. Upon cancellation, any Monty's Points which have not been redeemed will immediately and automatically be deemed surrendered by the Member and cancelled.

4.4 ALH will use its best efforts to provide Members with 30 days' notice (via the Website, email or post) of any material changes made pursuant to clause 4.1, where it has been determined by ALH that such changes will have a detrimental effect on Members.

**5. Monty's Cards**

5.1 A person is only entitled to one Membership number and is permitted only one Monty's Card displaying that number.

5.2 All Monty's Cards remain the property of ALH and must be returned to an ALH Staff Member on request.

5.3 Without prejudice to clause 3.3, each use of a Member's Monty's Card is deemed acceptance of these Terms and Conditions.

5.4 It is the sole responsibility of the Member to protect their Monty's Card and take precautions against loss or unauthorised use.

5.5 A Monty's Card issued to a Member may only be used by that Member for the purposes of their Membership. The Member must not give their Monty's Card to another person or Member for any purpose whatsoever. An ALH Staff Member may require a person to produce identification satisfactory to that ALH Staff Member for the purposes of verifying that a Monty's Card is being used by the relevant person to whom it was issued and such person must immediately comply with such request.

5.6 Members must notify ALH as soon as is reasonably practical, through a Participating Venue, of any damage, loss or theft of their Monty's Card. ALH may replace a damaged, lost or stolen Monty's Card at its discretion subject to the relevant Member satisfying ALH's identification requirements.

**6. Monty's Points and Benefits**

6.1 A Member may only earn Monty's Points and take advantage of Benefits as set out in the brochure accompanying the Monty's Rewards application form and as varied and/or replaced from time to time by ALH as detailed on the Website.

6.2 ALH may place a cap on the Point earning capacity of an individual Member.

6.3 Monty's Points and Benefits cannot be transferred to another Member and can only be used by the Member whose name appears on the Monty's Card.

6.4 Benefits are offered subject to availability. ALH and its Related Bodies Corporate shall not be responsible for the unavailability or withdrawal of any particular Benefit. ALH may limit the goods and services on which Monty's Points may be earned and Benefits applied.

6.5 Particular Benefits may be subject to terms and conditions in addition to these Terms and Conditions.

6.6 Benefits cannot be used in conjunction with any other promotional offer or discount (including supermarket discount vouchers), unless otherwise specified in the terms and conditions of a particular offer or promotional event.

6.7 In order to earn Monty's Points or Benefits, it is the Member's responsibility to ensure that their Monty's Card has been presented at the time of the transaction.

6.8 It is the Member's responsibility to check at the time of the transaction that Monty's Points have been correctly allocated to their Monty's Card and immediately notify a Participating Venue of any discrepancies.

6.9 ALH may adjust the Member's Monty's Points or Benefits.

6.10 Monty's Points and Benefits may expire at intervals as set out in the brochure accompanying the Monty's Rewards application form and as varied and/or replaced from time to time by ALH as detailed on the Website.

6.11 Monty's Points and Benefits cannot be re-credited once they have expired.

6.12 ALH may reverse or cancel any Monty's Points credited to a Member incorrectly or not in accordance with the Terms and Conditions.

6.13 ALH and its Related Bodies Corporate exclude and limit liability in relation to Monty's Points and Benefits pursuant to the terms of clause 14.

**7. Rewards**

7.1 Members may exchange Monty's Points for Rewards as set out in the brochure accompanying the Monty's Rewards application form and as varied and/or replaced from time to time by ALH as detailed on the Website.

7.2 Rewards are offered subject to change and availability. ALH shall not be responsible for the unavailability or withdrawal without notice of any particular Rewards and may accept or reject any request to receive a Reward.

7.3 ALH will determine the number of Monty's Points required to redeem a Reward and may change the number of Monty's Points required to redeem any Reward at any time without notice to the Member.

7.4 In exchanging Monty's Points for Rewards, the Members must present their Monty's Card to a Participating Venue and comply with any validation and identification tests required by ALH Staff Members, including, without limitation providing their name, address, date-of-birth and/or PIN.

7.5 A Member's Monty's Points may not be combined with any other Member's Monty's Points to claim Rewards.

7.6 Once issued, Rewards 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 Reward.

7.7 Particular Rewards may be subject to terms and conditions in addition to these Terms and Conditions.

7.8 ALH and its Related Bodies Corporate exclude and limit liability in relation to Rewards pursuant to the terms of clause 14.

**8. Promotional Offers**

8.1 ALH may make Promotional Offers to individual Members or groups of Members and to the exclusion of other Members. Promotional Offers may include Benefits, Monty's Points and Rewards subject to the terms and conditions of the Promotional Offers.

8.2 ALH and its Related Bodies Corporate exclude and limit liability in relation to Promotional Offers pursuant to the terms of clause 14.



## 9. Third Party Offers

9.1 ALH may notify Members of Third Party Offers from time to time. Even though Membership may provide a Member with the notification, Members acknowledge and agree that Third Party Offers are not provided by ALH or a Participating Venue, but by third parties.

9.2 Third Party Offers may be subject to terms and conditions of the third party supplier and may be withdrawn at any time without notice or giving reasons.

9.3 ALH and its Related Bodies Corporate exclude and limit liability in relation to Third Party Offers pursuant to the terms of clause 14.

## 10. Personal Identification Number (PIN)

10.1 ALH may request a Member to select a PIN in a format required by ALH.

10.2 Members must not disclose their PIN to another person or Member.

10.3 A PIN may only be selected or reset by a Member upon presentation of appropriate identification to ALH as outlined in clause 3.4.

10.4 ALH or its Related Bodies Corporate will not be liable for any unauthorised use of Benefits or Rewards as a result of a Monty's Card being lost or stolen or if a PIN has become known to another person.

## 11. Opt-out/Surrender/ Suspension / Termination of Membership

11.1 If the Member wishes to surrender their Membership they may do so at any time by completing the Membership Surrender form (available on the Website or from an ALH Staff Member at a Participating Venue) and delivery of same together with their Monty's Card to an ALH Staff Member at a Participating Venue.

11.2 ALH 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 ALH and/or its Related Bodies Corporate and/or a Participating Venue or where required to do so by law.

11.3 Membership will immediately and automatically terminate upon the death of the Member.

11.4 Unless ALH determines otherwise, if a Member's Membership has been suspended, that Member will not be entitled to participate in Monty's Rewards, earn any Monty's Points, take advantage of Voluntary Pre-Commitment, take advantage of Benefits, or claim any Rewards pending further notice from ALH.

11.5 Unless ALH determines otherwise, upon termination of a Member's Membership, any Monty's Points that have been accumulated by the Member will immediately and automatically be deemed surrendered by the Member and cancelled.

11.6 Members utilising Monty's Rewards at any Participating Venue in Victoria consent to ALH sending an opt-out notice at least once a year informing Members of their right to opt-out of Monty's Rewards.

11.7 Members utilising Monty's Rewards at any Participating Venue in Tasmania consent to ALH sending self-exclusion information, responsible gambling information and an opt-out notice informing Members of their right to opt-out of Monty's Rewards at least once a year.

11.8 If a Member utilising Monty's Rewards at any Participating Venue in Victoria has elected to collect their player activity statement from a Participating Venue and does not collect it within one month after the day on which notice of the availability of the statement is sent by ALH, the Member's Membership will be immediately and automatically suspended until the Member collects the statement. Written notice of such suspension will be sent to the Member.

11.9 If a Member utilising Monty's Rewards at any Participating Venue in Victoria has elected to collect their player activity statement from a Participating Venue and does not collect it within 3 months after the day on which notice of the availability of the statement is sent by ALH, the Member's Membership will be immediately and automatically terminated. Written notice of such termination will be sent to the Member.

## 12. Voluntary Pre-Commitment

### 12.1 For Members utilising Monty's Rewards at Participating Venues other than in Victoria:

12.1.1 Members may utilise Voluntary Pre-Commitment in conjunction with their Monty's Card. Procedures for doing so are set out in the brochure accompanying the Monty's Rewards application form and as varied and/or replaced from time to time by ALH as detailed on the Website.

12.1.2 If utilised, the Voluntary Pre-Commitment will allow a Member to set a limit on:

(a) the amount of time, in a 24 hour period determined by ALH, that the Member may play Games using their Monty's Card; and/or

(b) the Member's net loss, in a 24 hour period determined by ALH, on Games played using their Monty's Card.

12.1.3 If a limit referred to in clause 12.1.2 above is reached, the Member will receive an electronic notification superimposed on the screen of the machine upon which the Game is then being played. At that time, although the Member may continue playing Games, the Member will cease to earn Monty's Points as a result of any further Games played before the commencement of trading at a Participating Venue on the next trading day.

12.1.4 If a Member has set a limit referred to in clause 12.1.2 above, any new limit set by the Member that increases the amount of time or net loss, will not take effect until commencement of trading at a Participating Venue on the next trading day.

12.1.5 If a Member has set a limit referred to in clause 12.1.2 above, any new limit set by the Member which decreases the amount of time or net loss, will take effect immediately.

12.1.6 A player activity statement regarding the Member's playing of Games under Monty's Rewards will be made available to the Member on request at a Participating Venue. The player activity statement will be provided free of charge. Each Member utilising Monty's Rewards at any Participating Venue in Tasmania consents to ALH providing player activity statements to that Member regarding the Member's playing of Games under Monty's Rewards at least once a year. If requested by a Member, an additional copy of a player activity statement will be provided to that Member. If the Member has not elected in their Monty's Rewards application form to receive their player activity statement by post, email or by collection at a Participating Venue, unless ALH is otherwise notified by the Member in writing, the Member will be deemed to have elected to receive their player activity statement by post.

### 12.2 For Members utilising Monty's Rewards at Participating Venues in Victoria:

12.2.1 Members may utilise Voluntary Pre-Commitment in conjunction with their Monty's Card. Procedures for doing so are set out in the brochure accompanying the Monty's Rewards application form and as varied and/or replaced from time to time by ALH as detailed on the Website.

12.2.2 If utilised, Voluntary Pre-Commitment will allow a Member to set certain limits on:

(a) the amount of time that the Member may play Games using their Monty's Card; and/or

(b) the Member's maximum loss, in a certain period on Games played using their Monty's Card.

12.2.3 If a limit referred to in clause 12.2.2 above is reached, the Member will receive an electronic notification superimposed on the screen of the machine upon which the Game is then being played. At that time, although the Member may continue playing Games, the Member will cease to earn Monty's Points as a result of any further Games played until the relevant period to which the limit relates has expired.

12.2.4 If a Member has set a limit referred to in clause 12.2.2 above, any new limit set by the Member that

increases the amount of time or net loss will not take effect until at least 24 hours after the Member has notified ALH of the new limit.

12.2.5 If a Member has set a limit referred to in clause 12.2.2 above, any new limit set by the Member which decreases the amount of time or net loss, will take effect immediately.

12.2.6 Any Member or past Member is entitled to access all information held by ALH relating to that person's participation in Monty's Rewards by making a request at a Participating Venue. This information will be provided free of charge.

12.2.7 A player activity statement regarding the Member's playing of Games under Monty's Rewards will be made available to the Member on request at a Participating Venue. The player activity statement will be provided free of charge. Each Member consents to ALH providing player activity statements to that Member regarding the Member's playing of Games under Monty's Rewards at least once a year. If requested by a Member, an additional copy of a player activity statement will be provided to that Member. If the Member has not elected in their Monty's Rewards application form to receive their player activity statement by post, email or by collection at a Participating Venue, unless ALH is otherwise notified by the Member in writing, the Member will be deemed to have elected to receive their player activity statement by post.

12.2.8 ALH and its Related Bodies Corporate exclude and limit liability in relation to Voluntary Pre-Commitment pursuant to the terms of clause 14.

## 13. Privacy

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

13.2 To contact ALH in relation to privacy issues please contact The Privacy Officer at ALH Group, Ground Floor 16-20 Claremont Street, South Yarra, Victoria 3141. ALH may use Personal Information collected about each Member for the purposes of:

13.2.1 meeting any of its commitments to a Member;

13.2.2 disclosing that information to any third party service provider who it engages to assist in meeting its commitments to Members;

13.2.3 marketing products or services to Members;

13.2.4 disclosing that information to a third party service provider who it engages to assist ALH in marketing products or services to Members;

13.2.5 improving customer service (including by product development, research and marketing initiatives and analysis (including analysis of a Member's acquisition of goods and services));

13.2.6 complying with any law or administrative requirement of any government, regulatory or judicial agency or stock exchange; and

13.2.7 allowing any Related Bodies Corporate or a Participating Venue to direct market their products or services to Members.

13.3 If persons do not provide all or some of the Personal Information that is requested, ALH may refuse Membership.

13.4 Generally, ALH uses systems located within Australia. However, from time to time we may send your information overseas to service or product providers or other third parties who operate or hold data outside Australia or its external territories. Where we do this, the overseas recipients are likely to be located in India and we take reasonable steps to ensure that appropriate data handling and security arrangements are in place.

13.5 Members are responsible for ensuring that Personal Information held is correct and complete. ALH's Privacy Policy contains information about how Members can access Personal Information held by ALH and seek correction of such Personal Information. Privacy law requirements regarding the rights of Members to review and correct any Personal Information are applicable to any Personal Information ALH holds about Members.

13.6 Members expressly consent to receiving marketing and promotional material from ALH, its Related Bodies Corporate or any existing or prospective Participating Venue in relation to Monty's Rewards. Members may opt-out of receiving such material by following the process advised to them in that material.

13.7 Members expressly consent to the receipt of marketing and promotional material from ALH, its Related Bodies Corporate or any existing or prospective Participating Venue by post, SMS, MMS, email or any other electronic form. ALH and its Participating Venues will comply with the Spam Act 2003 (Cth) in relation to the sending and their receipt of electronic commercial messages.

13.8 ALH's Privacy Policy contains information about how Members can complain about a breach of the Australian Privacy Principles and how ALH deals with such complaints.

## 14. Limitation of Liability

14.1 To the extent that Monty's 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, ALH and its Related Bodies Corporate 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:

(a) ALH and its Related Bodies Corporate 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 Monty's Rewards;

(b) ALH and its Related Bodies Corporate exclude all express and implied warranties relating in any way, whether directly or indirectly, to Monty's Rewards; and

(c) ALH and its Related Bodies Corporate limit liability to allocating to the relevant Member's Monty's Card the number of Points and/or Benefits which ALH considers appropriate in connection with the circumstances in which the relevant claim arose.

## 15. General

15.1 Unless otherwise specified where ALH or an ALH 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.

15.2 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.

15.3 ALH's decisions in respect of Monty's Rewards are final and binding.

15.4 Any tax liabilities and other duties arising from the accumulation and redemption of Monty's Points, and the receipt of any Benefits and/or Rewards are and remain the sole responsibility of the Member.

Visit [montysrewards.com.au](http://montysrewards.com.au)  
for a full list of participating venues.

You must be a Monty's Rewards member to earn and redeem points.  
Membership and points are subject to the Monty's Rewards terms and conditions.



**MONTY'S REWARDS**  
Making your visit count