

My Local Rewards – Terms and Conditions

1. Introduction

- 1.1. Cook Beaumont Hospitality Pty Ltd and its subsidiary and related companies (Cook Beaumont, we, us, our) operates a network of hotels, bars, bistros, accommodation venues and related hospitality businesses, including the provision of a customer loyalty program (**My Local Rewards**).
- 1.2. Cook Beaumont offers access to My Local Rewards for eligible persons and on the Terms and Conditions set out in this document.
- 1.3. By applying for or accepting membership, you accept these Terms and Conditions which may be amended from time to time.
- 1.4. Membership is free and provides access to benefits at participating Cook Beaumont venues. A list of participating Cook Beaumont venues is available at mylocalrewards.com.au.
- 1.5. Membership to My Local Rewards does not automatically give a person a right of entry to all or any part of any Cook Beaumont venue, whether participating or otherwise. Cook Beaumont reserves the right to refuse any person entry to a venue.

2. Membership Eligibility and Registration

- 2.1. Membership in My Local Rewards is open exclusively to a person who:
 - 2.1.1. is an individual aged 18 years or older;
 - 2.1.2. is not excluded from any participating Cook Beaumont venue under our policies or applicable laws;
 - 2.1.3. completes any application process required by us;
 - 2.1.4. provides complete and accurate information required for us to administer the loyalty program;
 - 2.1.5. acknowledges and accepts these Terms and Conditions as a condition of membership;
 - 2.1.6. consents to the collection, use and disclosure of Personal Information in accordance with Cook Beaumont's Privacy Policy and applicable privacy laws;
 - 2.1.7. consents to receive direct marketing communications from Cook Beaumont;
- 2.2. Cook Beaumont may require you to provide satisfactory identification or evidence of eligibility at any time.
- 2.3. Cook Beaumont may accept or refuse any application for membership at its absolute discretion, without obligation to provide reasons.
- 2.4. Membership to My Local Rewards is limited as follows:
 - 2.4.1. Membership is personal to the individual and is not transferable, assignable, or subject to inheritance or succession.
 - 2.4.2. Only one membership per person is permitted.

3. Rewards

- 3.1. The offer, issue and redemption of Rewards is subject at all times to all relevant laws, regulations and direction by any Related Authority.
- 3.2. Non-cash rewards have no monetary value, are not legal tender, cannot be exchanged for cash and may not be purchased, sold, assigned, transferred, or otherwise dealt with other than in the manner allowed in accordance with these Terms and Conditions.
- 3.3. The offer, issue or redemption of Rewards may require you to present, scan or provide evidence of membership as directed by Cook Beaumont or its staff.
- 3.4. You acknowledge and accept that it is your responsibility to determine the suitability of a Reward for you. Rewards are provided in an 'as is' condition.
- 3.5. Once selected or issued, Rewards cannot be returned, exchanged, or refunded.
- 3.6. Any tax liabilities or other duties arising from receipt of any Rewards are and remain your sole responsibility. You may wish to consult a qualified tax advisor to ensure you understand any possible tax implications that may arise in connection to receipt of any Rewards.
- 3.7. Cook Beaumont does not make any warranties or representations in connection with any Rewards and expressly disclaims all liabilities (including for consequential and indirect loss) with respect to type, quality and standards of Rewards.

4. Promotions

- 4.1. Cook Beaumont may offer promotions or bonus offers to eligible members at participating venues from time to time and will be subject to any conditions of entry as set out for that promotion or bonus offer.
- 4.2. Promotions or bonus offers may not be valid when used in conjunction with other Rewards, offers, discounts or vouchers provided by Cook Beaumont.
- 4.3. Cook Beaumont reserves the right to separately amend, suspend, terminate or otherwise deal with promotions or bonus offers at its sole discretion.
- 4.4. Promotions may include or be provided in conjunction with third party offers. Cook Beaumont accepts no liability or responsibility for the offers or conduct of third parties.

5. Changes to My Local Rewards

- 5.1. Cook Beaumont may amend My Local Rewards at its sole discretion and without prior notice to you. A copy of the updated Terms and Conditions or any other rules or offers may be accessed by request within a reasonable timeframe from a participating Cook Beaumont venue from the Cook Beaumont website.

- 5.2. Amendments may alter the manner in which Members interact with My Local Rewards, including what Rewards are offered and how they are redeemed.
- 5.3. Cook Beaumont will use reasonable efforts to provide notice of significant changes. If you decline to agree to the updated terms, your membership may be cancelled at the discretion of Cook Beaumont.

6. Termination or Suspension of My Local Rewards

- 6.1. Cook Beaumont may terminate or suspend all or any part of My Local Rewards at its sole discretion and without providing reason but will notify Members before doing so. We make no representation or warranty that My Local Rewards will be available for any period of time.
- 6.2. We may suspend or terminate your membership immediately by written notice if:
- a) you no longer meet the eligibility criteria;
 - b) you have not complied with these Terms and Conditions or applicable laws, including Gaming Laws, regulations or direction from any Related Authority;
 - c) you have abused or misused your membership or otherwise used your membership dishonestly, fraudulently;
 - d) you have behaved in a manner which Cook Beaumont in its sole discretion considers to be, offensive, improper, intimidatory or antisocial;
 - e) you have not used your My Local Rewards membership (including digital interactions) for 24 months;
 - f) you are subject to an exclusion order, barring notice or other regulatory action;
 - g) you request cancellation of your membership.
- 6.3. If you wish to surrender your membership of My Local Rewards you may do so by emailing hello@mylocalrewards.com.au. Cancellation will take effect once your request has been processed and confirmed. Any prior entitlement to Rewards, bonus offers or promotions which have not been redeemed at the time of surrender shall be forfeited.

7. Limitation of Liability

- 7.1. To the maximum extent permitted by law, including the Australian Consumer Law, Cook Beaumont, its officers, employees, and contractors:
- a) excludes all express and implied warranties and guarantees;
 - b) shall not be liable for any loss or claim of any kind (inclusive of consequential loss),
- arising under or in connection to these Terms and Conditions and your access to or inability to access and your use of My Local Rewards and its Rewards.
- 7.2. Further to clause 8.1, Cook Beaumont shall not be liable for any system outages, third party service interruptions, technical issues or interference or viruses to your electronic device caused by accessing any Cook Beaumont or third party websites, applications or programs affiliated with My Local Rewards

8. Privacy

- 8.1. By becoming a Member, you agree that your Personal Information will be collected, used, disclosed and held in accordance with the Privacy Act 1988 (Cth), these Terms

and Conditions and the Cook Beaumont Privacy Policy which can be accessed via the mylocalrewards.com.au.

- 8.2. We may use facial recognition technology at our licensed gaming venues for purposes including security, identity verification, compliance with legal and regulatory obligations (such as age verification and exclusion schemes), and the prevention and detection of unlawful or prohibited conduct.
- 8.3. Where you have opted in to receive direct marketing and promotional communications, you agree we may use your Personal Information to send you marketing communications about:
- (a) Cook Beaumont venues and services;
 - (b) My Local Rewards benefits and offers;
 - (c) Events, promotions, and competitions;
 - (d) Third party offers that may be relevant to you.
- 8.4. Direct marketing and promotional communications include those sent via email, SMS, phone, and social media, or other channels.
- 8.5. You may opt out of receiving direct marketing or promotional communications. In the case of certain electronic communications, including email, this may be done for that particular channel via the opt-out facility provided as part of that communication. You may otherwise opt out or inquire about opting out by contacting hello@mylocalrewards.com.au.
- 8.6. If you receive any communication from Cook Beaumont that you have opted out of, you must promptly inform us at hello@mylocalrewards.com.au.
- 8.7. Members must ensure that all information provided is accurate and kept up to date. Members may also request access to or correction of their information by contacting Cook Beaumont in accordance with our Privacy Policy.

9. General

- 9.1. Any decision made by Cook Beaumont in relation to membership or application of these Terms and Conditions is final and binding on you.
- 9.2. We reserve the right to waive any rights or requirements (or their application) outlined in these Terms and Conditions at our sole discretion. Any waiver does not operate as a waiver of such right or requirement in perpetuity, nor does a delay of any application or enforcement of any right or requirement by Cook Beaumont constitute a waiver of such right or requirement unless expressly stated by Cook Beaumont.
- 9.3. Despite any other provision in these Terms and Conditions, if any provision is prohibited by Gaming Laws, Australia Consumer Law or is otherwise deemed unlawful, void or unenforceable, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the provision (or where possible, the offending part) is to be severed from these Terms and Conditions without affecting the enforceability, validity or legality of the remaining provisions which will continue in full force and effect.

10. Definitions

Australia Consumer Law means the definition provided by the *Competition and Consumer Act 2010* (Cth)

Cook Beaumont means we, us, our, Cook Beaumont Hospitality Pty Ltd and its Related Entities.

Gaming Laws means the Gambling Regulation Act 2003 (Vic), Gaming Machine Act 1991 (Qld), and any other laws, regulations, responsible gambling code or other legal requirement governing or controlling the operation of gaming, including electronic gaming machines in States or Territories where participating Cook Beaumont venues operate.

General The use of one gender includes the others and the singular includes the plural and vice versa

Dollar or \$ means the Australian dollar and any sum outlined is inclusive of GST unless expressly stated otherwise

"Include" and every form of that word is to be read as if followed by "(without limitation)".

Member means a person who is a member of My Local Rewards. References to you or your refers to the Member.

My Local Rewards means the rewards program offered by Cook Beaumont by which eligible Members may earn and redeem Rewards in connection with their patronage at Cook Beaumont venues, in accordance with these Terms and Conditions.

Personal Information includes reference to sensitive information and means the definitions provided in the *Privacy Act 1988* (Cth)

Privacy Policy means the privacy policy of Cook Beaumont as may be updated or amended from time to time, available at mylocalrewards.com.au.

Related Authority means any governmental, statutory, regulatory or industry body or authority having jurisdiction over gaming, gambling, liquor, privacy, or related activities at Cook Beaumont's premises.

Related Entities means the definition provided to that term in section 9 of the *Corporations Act 2001* (Cth).

Rewards means any discounts, benefits or arrangements which may be offered to you by Cook Beaumont or a particular Cook Beaumont venue.