



PRODUCT DISCLOSURE STATEMENT FOR THE JACKPOT CLUB LOYALTY SYSTEM

Issued by *Noxville Pty Ltd t/a The Jackpot Club* ABN 17 249 284 416
Effective Date: 1st Nov 2015

This Product Disclosure Statement (PDS) is important. It describes the features, benefits, risks, *terms and conditions*, and fees and charges applying to the *Jackpot Club Loyalty System*

The PDS was prepared on 1st Nov 2015, but only takes effect from the date shown above.

The Jackpot Club Loyalty scheme is operated by:

Worldsmart Technology Pty Ltd ABN 64 094 659 542.
Principle place of business is Level 2, 50 Greenhill Road Wayville SA 5034.

Please read the PDS carefully. It will help you to:

- decide whether the *Jackpot Club Loyalty System* will meet your needs; and
- compare the *Jackpot Club Loyalty System* to other loyalty services.

You may contact us:

- by calling **(08) 8357 7488**, during business hours; or
- by email: info@jackpotclub.com.au
- by writing to us at c/o The Jackpot Club General Manager, Level 2 50 Greenhill Road Wayville South Australia 5034

This PDS is divided into:

21/10/2015

Section A – A summary of the features, benefits and risks applying to the *Jackpot Club Loyalty System*.

Section B – Fees and Charges applying to a *Jackpot Club Loyalty System*.

Section C – *Terms and Conditions* that apply to the *Jackpot Club Loyalty System*

Section A.

A summary of the features, benefits and risks.

Features:

The *Jackpot Club Loyalty System* is a *smartcard* based loyalty system that allows you to earn *points* and participate in other *promotional activities* at any *Jackpot Club merchant*. Simply look for the *Jackpot Club logo* to participate in promotions and to earn and redeem points.

Points are awarded every time you produce your *J card* and purchase products and or services at a participating *Jackpot Club merchant*.

Each *point* has a value of 1 cent;

Points accumulated throughout each month will remain active until the 1st day of the 12th month thereafter.

Jackpot merchants can from time to time offer bonus *J points* for promotional purposes which enable you to earn more *J points* just by using your *J card* and or enter into *Promotional Activities*;

J points are available for redemption, as soon as you meet any qualifying requirements;

The number of *J points* earned and the current *J point* balance is available each time you present your *J card*.

You can continue to redeem *J points* on your *J card* from participating *Jackpot Club merchants*, even if the *merchant* that issued the points has ceased to participate in the *Jackpot Club Loyalty System*.

Benefits:

The *Jackpot Club Loyalty System* gives you an instant, relevant reward. The system gives you the choice to choose where you want to redeem your *J points*. It is simple to use. Just give the participating *merchant* your *J card* at every *available* transaction and you will earn *J points*. Your *J points* may then be used to purchase goods and services at selected *Jackpot Club merchants*, and can even be redeemed for cash.

You don't have to wait for a statement or redemption voucher to redeem your *J points*; they are available at your very next transaction with any *Jackpot Club merchant* regardless of where you earned your *J points*. You can redeem what you want when you want.

The *Jackpot Club Loyalty System* is a loyalty scheme designed to reward you instantly. It is simple, relevant and gives you the power to choose what you want when you want.

In relation to other *promotional activities* it is designed to allow you to choose to participate and be rewarded for your patronage to the venue.

Risks.

If you lose your *J card* you risk losing your *J points*. Lost *J cards* can be locked thereby reducing your risk. Report all lost *J cards* immediately, see *Terms and Conditions* below.

If you don't redeem your *J points* within 12 months the *J points* expire so it is important that you check your point balance and redeem your *J points* regularly.

Points accumulated throughout each month will remain active until the 1st day of the 12th month thereafter

Section B

Fees and Charges

Some *merchants* may charge for a *J card*.

Some *merchants* may at their discretion charge for a replacement *J card* if a *card* has been lost. Defective or faulty *J cards* will be replaced at no cost.

There are no transactions or account keeping charges.

Any tax, liability, or duty arising from your participation in the *Jackpot Club Loyalty System* is the cardholders responsibility.

Section C

The Jackpot Club Loyalty System

General Terms and Conditions

These *Terms and Conditions* apply to the *Jackpot Club Loyalty System* and shall come into force immediately upon you using the *J card*. These *Terms and Conditions* may change from time to time and you can obtain a copy of the current *Terms and Conditions* from the *Jackpot Club Loyalty System* operator by telephoning (08) 8357 7488, during business hours or visiting the web site at www.jackpotclub.com.au

1 Meaning of Words.

In this Product Disclosure Document:

‘J Card’ means a *smartcard* issued to you that incorporates the *Jackpot Club Loyalty System* and carries the *Jackpot Club* logo

‘Conditions’ and **‘Terms and Conditions’** means the *terms and conditions* contained in this Product Disclosure Statement

‘Jackpot loyalty point’ or **‘J point’** means a loyalty point issued or redeemed by any *Jackpot Club merchant* in connection with the *Jackpot Club Loyalty System*.

‘Merchant’ means a *Jackpot merchant* participating in the *Jackpot Club Loyalty System* from which you may collect or redeem *Jackpot loyalty points* by purchasing goods or services from the respective *merchant* or by participating in gaming operations.

‘Member’ means you the *card holder* who is a *member* of the *Jackpot Club Loyalty System*.

‘Promotional Activities’ means a structured program, with published terms and conditions, which provides rewards in respect of gambling activity which relate directly to the activity or to particular levels of gambling activity including but not limited to; Trade Promotions, Loyalty Points, Ticket Printers, Draws etc.

‘Smartcard’ means a plastic *card* containing a microprocessor chip with encryption for data access and storage and which carries the *Jackpot Club* logo.

‘Terminal’ means an electronic *terminal* located at *merchants* at which you may use a *J card* to earn or redeem *J points*.

‘You’ means the *member* who completed the *Jackpot Club Loyalty System* membership application form and any person who uses the *J Card*

‘We’, ‘us’, ‘our’ and ‘ours’ means *the Jackpot Club*

‘Worldsmart’ means *Worldsmart Technology Pty Ltd (ABN 64 094 659 542)*

‘Jackpot Club Loyalty System’ means a *smartcard* based loyalty program operated by *Worldsmart* or its authorised representatives, and means those arrangements by which a *member* is rewarded by collecting *J points* and other *promotional activities* by purchasing goods and services from *merchants* using their *J card* and is able to redeem *J points* or offered additional rewards in accordance with these *Terms and Conditions*.

The *Jackpot Club ‘database’* refers to the database mentioned in clause 7 of these *Terms and Conditions*

The *Jackpot Club ‘logo’* means the logo approved by the *Jackpot Club*

Jackpot Club ‘operator’ means *Worldsmart*

‘Turnover’ is defined as the total dollars bet from the credit meter of a gaming machine.

‘Playsmart’ refers to the voluntary pre-commitment system available to *Members* via the *Jackpot Club Loyalty System*.

‘Playsmart Cycle’ refers to the designated period in which *Playsmart* limits have been set. A *Playsmart cycle* can be daily, weekly fortnightly or monthly.

‘Player Activity Statement’ is a statement which outlines the gaming activities of a cardholder for a nominated period where gaming activity has occurred.

2 Membership

- 2.1 Any person over the age of 18 years may apply to become a *member* by completing an application form at any *Jackpot merchant*. Some *merchants* may impose additional *terms and conditions*.
- 2.2 Current acceptable ID must be produced and is required for an application to be accepted and a *J card* issued.
- 2.3 On successful completion of a membership application form, you will be issued with a *J Card*. Your *J Card* contains a record of your *J points*. Your *J Card* may be provided immediately, collected by arrangement, or sent to you by post.
- 2.4 *Membership* to the *Jackpot Club* system is free. However some *merchants* at their discretion may charge you for a *J Card* or provide some value added offer to encourage participation in the system. You may use your *J Card* immediately upon receipt.

- 2.5 Your *J Card* can be used at any *merchant* or where the *Jackpot logo* is displayed.
- 2.6 You can check the number of *J points* on your *J Card* at any *Terminal*.
- 2.7 Limit of one *membership* per person.
- 2.8 *Merchants* reserve the right to refuse any application for membership or terminate membership at any time for any reason.
- 2.9 Death or bankruptcy of a *member* will result in cancellation of *membership* and forfeiture of all points accrued.
- 3.0 False or misleading *member* details will not be acceptable and *membership* will be terminated and all accrued points forfeited.
- 3.1 The use of another *members J card* with or without their permission is not acceptable.
- 3.2 *Members* are to only use their *J card* on any *Jackpot Club* hardware. Using a *J Card* that does not belong to them will result in instant termination of *membership* and all accrued points will be terminated.
- 3.3 In the event of theft of a *J Card*, the user will be reported to the authorities.
- 3.4 *Members* are to only place their *J Card* into their own EGM terminal to accrue points.
- 3.5 Any fraud or misuse of a *J card* or breach of any terms and conditions will result in the *Jackpot Club* or its *merchants* terminating *membership* and the forfeiture of any accrued points.
- 3.6 *Jackpot Club* and *World Smart Technology* will, from time to time, audit the network database and delete membership that does not meet the terms and conditions without notice. The *member's* card will be locked without notice and all accrued points will be forfeited.

3 How to earn J points

- 3.1 A *merchant* may credit *J points* to your *J card* for purchases. *J points* may also be credited to your *J card* for promotional and incentive programs including *promotional Activities* offered by *merchants* from time to time. The *Jackpot Club* and its *merchants* will determine which goods or services qualify for the *promotional activities* and the number of *points* that will be credited to your *J card* for such purchases.
- 3.2 In order to obtain *J points*, you must notify the *merchant* prior to the purchase transaction that it is a *J point* purchase by presenting your *J card* at the point of sale.

- 3.3 From time to time there may be promotions that give you the opportunity to earn more *J points* and or enter into other *promotional activities*. You earn *J points* regardless of how you pay.

4 How to use J points

- 4.1 When you have accumulated sufficient *J points* on your *J card* you may request to redeem those *J points*. Redemption of *J points* can occur at any *merchant*, regardless of where the *J points* were issued.
- 4.2 The *Jackpot Club* and/or its *merchant(s)* may set a minimum redeemable value and this may vary for different goods or services. *Merchants* will redeem *J points* for goods purchased or as part payment for goods or services if you so request on production of your *J Card*.
- 4.3 The number of *J points* redeemed at your request will be deducted from the *J point* balance on your *J card*, with the oldest *J points* being deducted first.
- 4.4 You will not be able to have *J points* issued or redeemed by a *merchant* after that *merchant* has ceased to be a participant in the *Jackpot Loyalty System*. However, you will be able to redeem *J points* that previous *merchants* have issued, at current participating *merchants*, even though the issuing *merchant* is no longer participating in the *Jackpot system*.
- 4.5 *The Jackpot Club* is not liable for your failure to notify a *merchant* that the purchase is a *J card* transaction.
- 4.6 Points will be credited to your *J card* immediately. *J points* may be redeemed at any *merchant*. *J points* cannot be earned and redeemed in the same transaction.
- 4.7 The maximum number of points that may be stored on your *J card* at any one time is 200,000. Accordingly *you* should ensure that you redeem any *J points* that *you* may have earned before that number is reached. In the event that your *card* exceeds 200,000 *J points* any additional *J points* will not be valid and cannot be redeemed.
- 4.8 *The Jackpot Club* is not liable if a *merchant* fails to accept a *J Card*, or if a *terminal* displaying the *Jackpot Club* logo is unavailable for use or cannot be used.
- 4.9 Any tax, liability, or duty arising from your participation in the *Jackpot Club Loyalty System* is your responsibility.

5 J points and Gaming Machines – South Australia

- 5.1 A *J card* can be used in gaming machines in South Australia to accumulate *J points* or enter into other *promotional activities*.
- 5.2 *J points* that have been credited to a *J card* issued by a *merchant* as a result of participating in the playing of gaming machines can be redeemed for goods or

services, or cash at any other *merchant*. You may also be offered entry into *promotional activities* by the playing of gaming machines.

- 5.3 J card holders participating in gaming machine operations accumulate in *J points* a minimum of 0.30% of their respective gaming *turnover*.
- 5.4 *Merchants* at their discretion may offer further promotional *J points* for participation in gaming operations. Such circumstances include, but are not limited to; double/triple points and random promotional *J point* draws and other *promotional activities*.

6. J card and ‘Playsmart’ pre-commitment operating system – South Australia

- 6.1 J card holders participating in gaming operations are offered a voluntary pre commitment system that can be used in conjunction with the *Jackpot Club Loyalty* program. The product is known as *Playsmart*.
- 6.2 *Playsmart* is free to use and allows any J cardholder to set their own gaming limits i.e. money spent; time played or breaks in gaming play.
- 6.3 *Playsmart* limits are set for a designated period know as the *Playsmart cycle*. A *Playsmart cycle* can be daily, weekly, fortnightly or monthly.
- 6.3 J cardholders can set their *Playsmart* limit(s) at any participating *Jackpot merchant*, or via a secure on line customer web portal.
- 6.4 When a *Playsmart* limit is reached, the J cardholder is alerted via a discreet beep and message at the gaming machine terminal.
- 6.5 When a J cardholder sets a *Playsmart* limit, those limits are instantly monitored via the *operator* at any and all participating *Jackpot merchants*.
- 6.6 *Playsmart* is confidential and offers J cardholders a *Player Activity Statement*. A *Player Activity Statement* outlines the gaming activity of a J card holder for any chosen period where gaming activity has occurred.
- 6.7 J cardholders can view their *Player Activity Statement* via the *Card Holder Portal*.

7 Deductions of J points

- 7.1 In addition to deductions for redemptions, *the Jackpot Club* will deduct from the *points* balance, any *J points* credited in error and any *J points* relating to a transaction which is cancelled or reversed or where a refund is given.
- 7.2 In the event of there being insufficient *J points* on your *J card*, the *merchant* may require payment for any *J points* issued at the time of the transaction for which the refund is being sought.

- 7.3 To obtain a refund, the cash register receipt evidencing the allocation of *J points* and your *J Card* must be produced. This requirement is in addition to any other proof of purchase required by the *merchant*.
- 7.4 *J Points* accumulated throughout each month will remain active until the 1st day of the 12th month thereafter. *J points* redeemed at your request will be deducted from the *J point* balance on your *J card*, with the oldest *J points* being deducted first.
- 7.5 *The Jackpot Club*, its service agents and *merchants* reserve the right to make any changes at any time without prior notice and in their absolute discretion to:
- (a) the goods and services which are qualifying *Jackpot Club* goods and services; and
 - (b) the number of *J points* which you will receive as a result of acquiring such goods and services; and
 - (c) the number of *J points* which are required, to redeem qualifying *Jackpot Club* goods and services.
 - (d) The *promotional activities* offered to *members* using their *J card* while playing gaming machines.

8 Lost, stolen, faulty or damaged J Cards

- 8.1 If your *J Card* is faulty or damaged when issued, or becomes damaged through no fault of your own, you can obtain another *J Card* and request the *J points* recorded on the faulty or damaged card be credited to the replacement *J Card*. This can be done at any *merchant*. However, it may take some time to confirm the number of *J points* on the faulty or damaged *J Card*.
- 8.2 *The Jackpot Club* will not be responsible for any delay in replacing *J points* on a faulty or damaged *J Card*.
- 8.3 If a *J Card* is lost or stolen it must be immediately reported as lost or stolen to any *merchant*, who will then “lock” the *J Card*.
- 8.4 *The Jackpot Club* and *Worldsmart* will take all reasonable steps to confirm the number of *J points* recorded on the lost or stolen *J card* at the time that the *J Card* is locked. This may take up to 14 days from the time that you report your *J Card* as lost or stolen.
- 8.5 Points recorded on a locked *J Card* may be transferred to a replacement *J Card* or may be redeemed.

8.6 *The Jackpot Club* will not be responsible for any delay in replacing *J points* on a lost or stolen *J Card*, or for any unauthorized use of a *J Card*. *Merchants* may charge for replacing lost or stolen *J Cards*.

9 Personal information about you

9.1 Information concerning you, including information contained in the *Jackpot Club* application form, and information as to transactions resulting in *J points* will be held in a *database* for the *Jackpot Club* and its *merchants*. The *Jackpot System database* may contain the following information about you:

- your name, address, e-mail address & telephone number(s); and
- your date of birth; and
- your transaction details associated with the issue and redemption of *J points*; and
- any *J points* issued to you or redeemed by you.

9.2 The *database* will also be made available to and used by the *Jackpot System operator*, its employees and agents, participating marketing groups, *merchants* and suppliers for administration, marketing (direct and all other kinds), planning, product development, research and other commercial purposes.

9.3 Each *Member* consents and agrees to:

- the provision of the information on the application form to the *Jackpot Club* and authorises *Worldsmart* to seek access to the information contained in it; and
- the disclosure of information from each participating marketing group and *merchant* to the *Jackpot Club* and/or its agents for the purposes set out above and authorises the *Jackpot Club*, employees and its agents, to seek access to information from each participating marketing group and *merchant* as set out above; and
- the disclosure of any information contained in the *Jackpot Club* database by the *Jackpot Club operator*, employees or its agents to the participating, marketing groups and *merchants* for the purposes referred to above, and authorises *merchants* to seek access to any information contained in the *Jackpot Club* database.

10 Your Privacy

10.1 We understand the importance of protecting your privacy and we are committed to comply with the Privacy Act 1988, and to the National Privacy Principles.

10.2 If we obtain your personal information in accordance with any authority you give us, we handle your personal information in accordance with the privacy statement in our privacy brochure, entitled "Privacy Statement". You can obtain a copy of

the brochure by calling (08) 8357 7488. Our privacy policy is also available by visiting our website www.jackpotclub.com.au

- 10.3 We use your personal information to:
- administer and manage the *Jackpot Club Loyalty System*;
 - respond to any query raised by you or any participant in the *Jackpot Club System*; and
 - facilitate our internal business operations, including fulfillment of any legal requirements and confidential systems maintenance and testing.
- 10.4 We may disclose your personal information if it is necessary to do so in the following circumstances:
- to our external service providers that provide services for the purposes only of our business, on a confidential basis, for example organisations providing *J Card* authorisation, clearing and settlement services and mailing houses;
 - to anyone with whom you transact using your *J Card*, to process your *Jackpot Club System* transaction;
 - to *Worldsmart* or any other administrator or agent appointed to administer the *Jackpot Loyalty System*;
 - to administer your involvement in the *Jackpot Club System*;
 - to resolve queries raised by you or any participant in the *Jackpot System*.
- 10.5 We acknowledge that, as well as our duties under legislation, we owe a general duty of confidentiality to you. However, in some cases we may disclose your personal information if:
- (a) disclosure is compelled or permitted by law; or
 - (b) there is a duty to the public to disclose; or
 - (c) our interests require disclosure; or
 - (d) disclosure is made with your express or implied consent.
- 10.6 We may disclose information about or provided by you to employees or outside contractors for the purpose of our businesses. Any outside contractor to whom we disclose information will have access to that information only for the purpose of our business and is prohibited from using that information for any other purpose whatsoever.
- 10.7 You agree that we may disclose information about you in those cases where the Privacy Act 1988 (Commonwealth) permits disclosure of such information.

10.8 You may request us:

- (a) for details of the personal information we hold about you; and
- (b) to correct any of the personal information we hold about you.

We will deal with your request for access to information or correction of information within a reasonable time.

10.9 You authorise each *merchant* or service agent of the *Jackpot Club Loyalty System* to seek access to the personal information we hold about you if you request us to do so or if you consent (for example, to credit unused *J points* to a replacement *J card*) or where the law requires or permits us to do so.

10.10 A service agent must request the following 'Identification' checks before divulging personal member information to a *merchant* over the phone

- (a) Merchant ID and name
- (b) Caller first and last name

10.11 A service agent must request either of the following ‘Identification’ checks before divulging personal member information to same *member* over the phone

- (a) Date of birth
- (b) Password

11 Termination and restrictions on transfer of J points

11.1 The *Jackpot Club* reserves the right to suspend or terminate the *Jackpot Club Loyalty System* at any time without prior notice. Confirmation of that termination will be sent to you by post. That confirmation will set out the reasons for termination and the location where *J points*, if any, can be redeemed. *The Jackpot Club* will not be liable for the suspension or termination of the *Jackpot Club Loyalty System* including (without limitation) *J points* on your *J Card* at the time of suspension or termination.

11.2 You may terminate your *membership* in *The Jackpot Club* at any time by giving returning your *J Card* to any *merchant*. You may redeem any *J points* recorded on your *J Card* at the time you return your *J Card* provided that they have not expired.

11.3 The *Jackpot Club* may terminate your participation in the *Jackpot Club Loyalty System* without notice for any reason. Confirmation of that termination will be sent by post to you. That confirmation will set out the reasons for termination and the location where *J points*, if any, can be redeemed.

11.4 In the event of your *membership* being terminated, your details will be removed from the *Jackpot Club* database. However, for audit purposes a record of your transactions will be maintained. In the case of your *membership* being cancelled by *the Jackpot Club System operator*, the reasons for termination will also be maintained. This information will be retained for a period of three (3) years.

11.5 *J points* cannot be sold, transferred, assigned or otherwise dealt with except in accordance with these *Terms and Conditions*. *J points* have a value of one cent in Australian currency, per point.

12 Warranties and liabilities

12.1 All conditions and warranties whether express or implied and whether arising under statute or otherwise, as to the condition, suitability, quality, fitness or safety of any goods or services supplied under the *Jackpot Club Loyalty System* are expressly excluded to the full extent permitted by law. Any liability *The Jackpot Club* may have to you under statute in respect of such goods and services which cannot be excluded is limited, where permitted, to the value of the *J points* issued at the time of the supply of the goods or services, at the option of *The Jackpot Club*.

- 12.2 Any liability that *the Jackpot Club* may have to you whether for negligence, breach of contract or otherwise is limited in any case to a maximum of one (1) cent in Australian currency for each point on your *J Card* at the time the liability arose. *Merchants* do not have any authority, express or implied, to make any representation, warranty or statement on behalf of *the Jackpot Club* and *the Jackpot Club* accepts no liability in respect of such representations, warranties or statements.

13 Notices

Where these *Conditions* require notification of any kind to be given, such notification shall be deemed to be given by *the Jackpot Club* to you, if it is sent to your postal or e-mail address appearing in the *Jackpot Club database*.

14 Errors, disputes and complaints

- 14.1 If you believe an error has been made, or an unauthorised transaction has occurred, or if you have a complaint, you should call the telephone number on the reverse of your *J Card* or call us on (08) 8357 7488 immediately. If we cannot resolve the error or complaint we will ask you to put your complaint in writing and send it to:

The General Manager,
Jackpot Club
Level 2, 50 Greenhill Road,
Wayville SA 5034

We will correct any error that is found to be ours as soon as possible.

- 14.2 If we do not immediately resolve your complaint to your satisfaction we will inform you in writing of our procedures for investigating and handling complaints. We will notify you of the name and contact number of the person who is investigating your complaint.
- 14.3 We will respond to you about any complaint (normally within 28 days). If we need more time or details to complete our investigation, we will inform you in writing. Unless there are exceptional circumstances, we will complete our investigation within 45 days.
- 14.4 Where an investigation continues beyond 45 days, we will inform you of the reasons for the delay, give you monthly updates on the progress of the investigation and a date when a decision can reasonably be expected. We will not do this if we have requested a response from you and we are waiting for that response.
- 14.5 We will inform you in writing of the outcome, unless we settle the dispute immediately to the satisfaction of you and us. If the dispute relates to a transaction, or otherwise is not resolved to your satisfaction, we will inform you of the reasons in writing and of any further action you can take to resolve the dispute.

14.6 There are other external avenues for dealing with disputes. Your State or Territory Government has a consumer rights protection agency such as the Office of Fair Trading. Telephone numbers are in the telephone directory.

15 Changes to this PDS

15.1 This PDS can be changed by us at any time if we change it in accordance with any applicable law.

15.2 Any changes will be published on our web site at www.jackpotclub.com.au we will notify you of any change that imposes or increases any fees that you may be asked to pay to participate or continue to participate in the *Jackpot Club Loyalty System*. For all other changes, we may inform you of the change by advertising the change in the national or local media at our discretion.

16 More information

If you want more information about using the *Jackpot Club Loyalty System*, call the telephone number on the reverse of the *Card* during business hours, contact us on 08 8357 7488 or email info@jackpotclub.com.au.