



## ***END USER LICENCE AGREEMENT FOR THE JACKPOT CLUB LOYALTY SYSTEM***

Issued by *Noxville Pty Ltd* t/a *The Jackpot Club* ABN 17 249 284 416  
Effective Date: 9 March 2023

The Jackpot Club Loyalty scheme is operated by:

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

You may contact us:

- by calling **(08) 8357 7488**, during business hours; or
- by email: [info@jackpotclub.com.au](mailto: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

### ***The Jackpot Club Loyalty System***

#### ***End User Licence Agreement***

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](http://www.jackpotclub.com.au)

## 1 Meaning of Words.

In these *Terms and Conditions*:

**‘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 document, which govern the *Member’s* use of the *Jackpot Club Loyalty System*.

**‘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 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*, and *membership* has a corresponding meaning.

**‘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 *the Jackpot Club operator* 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*, or such other party as *Jackpot Club* may engage to operate the *Jackpot Club Loyalty System* from time to time

*‘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.

*‘Related Bodies Corporate’* has the meaning given in the *Corporations Act 2001* (Cth).

## **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 *merchant*. Some *merchants* may impose additional terms and conditions.
- 2.2 On 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.
- 2.3 *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.
- 2.4 Your *J Card* can be used at any *merchant* or where the *Jackpot logo* is displayed.
- 2.5 You can check the number of *J points* on your *J Card* at any *Terminal*.

## **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.
- 4.10 *Jackpot Cardholders* can elect to receive quarterly activity statements either by email or post. Additionally, *Jackpot Cardholders* can access this information at any time by logging into <https://cardholder.com.au> (please note that in order to gain

access via this method, Jackpot Cardholders will need to register their details and follow the prompts to create an account), or via other means as notified to you.

## **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 All merchants are required to comply with the Gaming Machines Gambling Code of Practice (SA), and the *Jackpot Club Loyalty System* is an acceptable loyalty program under that Code. Know when to stop. Don’t go over the top. Gamble responsibly.
- 6.2 *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 known 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 *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 *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 1<sup>st</sup> day of the 12<sup>th</sup> 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 reasonable 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;
- (b) the number of *J points* which you will receive as a result of acquiring such goods and services;
- (c) the number of *J points* which are required, to redeem qualifying *Jackpot Club* goods and services; and
- (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 Privacy**

- 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:
- (a) your name, address, e-mail address & telephone number(s);
  - (b) your date of birth;
  - (c) your transaction details associated with the issue and redemption of *J points*; and
  - (d) any *J points* issued to you or redeemed by you.
- 9.2 Any personal information you provide to the *Jackpot Club* or which is otherwise generated through your use of the *Jackpot Club Loyalty System* will be handled by *Jackpot Club* in accordance with its Privacy Policy [www.jackpotclub.com.au/s/privacy.pdf](http://www.jackpotclub.com.au/s/privacy.pdf)
- 9.2 All other information (including suggestions, ideas, concepts, data, know-how) you send to *Jackpot Club* or which is collected by *Jackpot Club* in connection with your use of the *Jackpot Club Loyalty System*, is the property of the *Jackpot Club* once received. *Jackpot Club* may use that information for any purpose, including development of products and services, marketing and promotional activities.

- 9.3 Each *Member* specifically consents and agrees to:
- (a) the provision of the information on the application form to the *Jackpot Club* and authorises the *Jackpot Club operator* to seek access to the information contained in it; and
  - (b) 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
  - (c) 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.
- 10.9 You authorise us to provide personal information we hold about you to each *merchant* or service agent of the *Jackpot Club Loyalty System* if you request us to do so (for example, to credit unused *J points* to a replacement *J card*) or where the law requires or permits us to do so.

## **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 To the fullest extent possible and subject to any liabilities and obligations which cannot be excluded by law:

- (a) *Jackpot Club* does not warrant the accuracy or completeness of content made available to *members*, and such content is provided on an 'as is' basis and on the condition that you are responsible for assessing the accuracy and completeness of that content and you rely on any such content at your own risk;
  - (b) Except to the extent that we are in breach of a specific obligation under these *Terms and Conditions*, *Jackpot Club* will have no liability in relation to any loss or damage that you incur arising from your *membership* (including, but not limited to, corruption of data, loss of data, any error in, suspension or discontinuance of the *Jackpot Club Loyalty System* or transmissions by any Member in contravention of these *Terms and Conditions*); and
  - (c) *Jackpot Club* does not warrant that your access to your Account or the *Jackpot Club Loyalty System* will be uninterrupted or error free, that defects will be corrected or that your Account, the *Jackpot Club Loyalty System* or the server that makes it available are free of viruses, bugs or malicious code or other forms of interference which may damage your system.
- 12.2 To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied by statute, custom or the common law are excluded from these *Terms and Conditions* and otherwise in respect of goods or services supplied by *Jackpot Club* pursuant to these *Terms and Conditions*.
- 12.3 If a supply under these *Terms and Conditions* is a supply of goods or services to a consumer within the meaning of the Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act 2010 (Cth) (ACL)*, nothing contained in these *Terms and Conditions* excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability which cannot be excluded. However, to the extent that the *ACL* permits *Jackpot Club* to limit its liability, *Jackpot Club's* liability will be limited to:
- (a) in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and
  - (b) in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

- 12.4 You indemnify *Jackpot Club* and its *Related Bodies Corporate* and each of their directors, officers, employees and agents against any actions, claims, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable legal fees and disbursements and costs in investigation, litigation, settlement, judgment, interest, fines and penalties) which any of them incur directly or indirectly arising from any breach of these *Terms and Conditions* by you.
- 12.5 The above limitations of liability and indemnity in *Jackpot Club's* favour also apply to its *Related Bodies Corporate*.

### **13 Intellectual Property**

- 13.1 *Jackpot Club* owns or is licensed to use all intellectual property rights in the *Jackpot Club Loyalty System* (including in all underlying source code) and in the content of the *Jackpot Club Loyalty System* (including all text, trade marks, logos, images and graphics). Users of the *Jackpot Club Loyalty System* do not obtain any licence or other interest in that intellectual property. Nothing in these *Terms and Conditions* or on the *Jackpot Club Loyalty System* should be construed as providing such consent.
- 13.2 You may view content or print a copy of material on the *Jackpot Club Loyalty System* for your personal, non-commercial use, provided that you do not modify the content in any way.
- 13.3 You must not otherwise copy, adapt, reproduce, publish or distribute content found on the *Jackpot Club Loyalty System* in any form without prior written permission from *Jackpot Club* (unless otherwise permitted under the *Copyright Act 1968* (Cth) or any other applicable law in your location). You must not frame any of the content of the *Jackpot Club Loyalty System* or incorporate it into another *Jackpot Club Loyalty System*.

### **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 these *Terms and Conditions***

- 15.1 Subject to clause 15.3, the *Terms and Conditions* applicable to the *Jackpot Club Loyalty Scheme* can be changed by us at any time.
- 15.2 Any changes will be published on our web site at [www.jackpotclub.com.au](http://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*, or which have a material adverse impact on you. For all other changes, we may inform you of the change by advertising the change in the national or local media at our discretion.
- 15.3 If you are notified of any changes to the *Terms and Conditions* and do not wish to accept those changes, you may terminate your membership of the *Jackpot Club Loyalty Scheme* in accordance with clause 11 of the *Terms and Conditions* or such longer period as we may agree, acting reasonably. The amendments to the *Terms and Conditions* will not apply to you, provided that you terminate your membership of the *Jackpot Club Loyalty Scheme* within this period.

## **16 General**

- 16.1 You must not use the *Jackpot Club Loyalty System* for any unlawful purpose.

- 16.2 You warrant that all communications and information provided by you using the *Jackpot Club Loyalty System* is not fraudulent or defamatory, and will not otherwise infringe any law or any third party rights. You further warrant that *Jackpot Club's* use of that information in accordance with these *Terms and Conditions* will not infringe the rights of any third party.
- 16.3 You must not (and must not attempt to) interfere with the working of the *Jackpot Club Loyalty System* or otherwise breach or circumvent any security or authentication measures of the *Jackpot Club Loyalty System* or any other system, network or server connected to the *Jackpot Club Loyalty System*.
- 16.4 If any part of these *Terms and Conditions* is held to be unenforceable, the remainder of these *Terms and Conditions* will continue in full force.
- 16.5 You acknowledge and agree that you are solely responsible and liable for ensuring the physical security of your J Card and Account and, accordingly, that you are liable for all activity occurs through your J Card and Account, whether authorised by you or otherwise (unless such unauthorised activity is a direct result of a breach by us of these *Terms and Conditions*).
- 16.6 These *Terms and Conditions* are governed by the laws in force in South Australia, Australia. You submit to the jurisdiction of the courts of South Australia and the Commonwealth of Australia.

## **17 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, speak to a gaming staff member at any Jackpot Club connected venue, or contact us on 08 8357 7488 or email [info@jackpotclub.com.au](mailto:info@jackpotclub.com.au).