NEWCASTLE RACECOURSE • EST 1907 •

IMPORTANT INFORMATION FOR MEMBERS ABOUT THE RACING REWARDS PROGRAM

Newcastle Jockey Club is pleased to introduce the Racing Rewards Program for the 2026/2027 season, which will replace all previous membership benefits and vouchers.

We encourage each Member to read the Terms and Conditions below. In addition, we wish to highlight the following points:

- The Racing Rewards Program commences on **1 July 2026** and will reward Members for their attendance and spend with the Club
- Racing Rewards is an enduring program that continues from racing season to racing season, provided Members remain a financial Member from year to year. Racing Rewards points expire at the end of the financial year they are accumulated
- Please refer to the full Terms and Conditions below and **www.newcastleracecourse.com.au** and the Membership Handbook for more information about the program

TERMS AND CONDITIONS

Program Effective Date: 1 July 2026

These Terms and Conditions (as amended from time to time by NJC) will apply on and from the above Effective Date to the Racing Rewards program updated on **1 July 2026** and to all Racing Rewards points earned by Members after that date.

SECTION 1: INTRODUCTION

1.1 These Terms and Conditions form the basis of the Racing Rewards program, together with the Club Rules and any other Program rules set out in the NJC Membership Handbook and other communications provided to Members from time to time. It is the Member's responsibility to read and understand all relevant documents.

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1.2 These Terms and Conditions govern all aspects of the Program, and every Member is bound by them. Unless the Member has notified the NJC in writing that he/she does not wish to participate in the Program (in which case the Member cannot participate in the Program), each Member accepts these Terms and Conditions (as amended from time to time) each time they pay their subscription, submit their Membership renewal, renew their Membership, use their Membership Card or Member Number, claim or utilise a Reward or Benefit or do anything else contemplated by these Terms and Conditions, or attempt to do any of these things.

1.3 Every effort has been made to ensure that the information provided to Members in relation to Racing Rewards is correct. The NJC is in no way responsible or liable if any information provided to Members concerning Racing Rewards is inaccurate or incomplete.

1.4 NJC reserves the right to change the Program and/or these Terms and Conditions at any time at its discretion in accordance with section 10 below. The version of these Terms and Conditions published on the NJC website from time to time is the current version and will bind all Members.

1.5 These Terms and Conditions are for the benefit of each Member and NJC.

1.6 These Terms and Conditions are governed by and will be constructed in accordance with the law in force in the State of New South Wales, Australia. The Member should note their rights under the Competition and Consumer Act 2010 and relevant State and Territory legislation which cannot be contracted out of by the NJC. Nothing in these Terms and Conditions either limits, or purports to limit, these rights.

1.7 NJC includes its employees and representatives. References to "we", "us" and "our" are references to NJC.

SECTION 2: DEFINITIONS

Absentee Member: Means a NJC member who is granted permission and pays a nominal fee to hold their place as a Member due to extenuating circumstances but who is not entitled to the benefits of Membership during the period of Absentee Membership. An Absentee Member is not entitled to participate in Racing Rewards during the period of his/her Absentee Membership.

Base Rate: Means the number of Standard Points earned by a Member for an Eligible Transaction. The base rate is currently set at 10 points per $1 spent (per section 5 below).

Benefits: Means any of the facilities, discounts, products (including Members' Reserve Guest ticketing), upgrades, services, or arrangements offered by NJC (including Rewards) available to the Member from time to time under Racing Rewards.

Bonus Points: Means Program points that are awarded for participation in a NJC or Partner Promotion (excluding Standard Points). Bonus Points are separate to Standard Points, but both are Points. Bonus Points are earned at the rate specified in the relevant Promotion (which may be different to the Base Rate).

Club Rules: Means the rules of NJC as amended from time to time in relation to any aspect of the NJC's operations, including (without limitation) its Constitution, By-laws, and Conditions of Entry.

Dollars: Means Australian dollars.

Eligible Transaction: Means a transaction (as described in section 5 below) by which a Member makes a purchase from NJC that NJC has notified Members is eligible to earn Points and, at the time of the transaction, the Member has successfully scanned their Membership Card (or for transactions through NJC Administration or the NJC website, provided their Member Number).

Other exclusions are described in section 5 below and NJC may notify Members of other transactions that are or are not Eligible Transactions from time to time at its

discretion in accordance with section 11 below.

E-ticket: Means an electronic ticket that can be printed and scanned through the gate entry at Newcastle Racecourse.

Feature Race Days: Include Newcastle Spring Racing Carnival, Newcastle Newmarket, The Hunter Race Day & Boxing Day Races and are subject to change at the discretion of NJC.

Complimentary Ticket Holder: Means a patron who receives an annual complimentary entry pass at the Board's discretion and is not entitled to be present or vote at any meeting of the NJC, attend Member's Only events or participate in the Racing Rewards Program.

Member: Means a person who is a current financial Ordinary, Junior, Student, Concession, or Honorary NJC Member (over 35 years) but excluding any Absentee Member (while the Absentee Member is an Absentee Member). A "financial Member" is a Member who has paid his or her annual subscription and any other fees in full as required under the Club Rules. A Member must be a financial Member to participate in Racing Rewards.

Member Number: Means the NJC Member number associated with a Member's paid subscription to the NJC and is on the Club's register.

Members' Reserve: Means the facilities within the Racecourse that are accessible only by Members and their guests.

Membership Card: Means the non-transferable card associated with a Member's paid subscription to the NJC.

NJC: Means Newcastle Jockey Club ABN 13 000 002 513.

NJC Administration: Means the Newcastle Jockey Club Administration - 02) 4961 1573.

NJC Website: Means **www.newcastleracecourse.com.au**

On-course Spend: Means purchases at Point of Sale (POS) terminals throughout the permanent facilities (as notified by NJC from time to time) within the Racecourse.

Partner: Means an official partner or sponsor of NJC (as nominated by NJC from time to time) that is an organisation with whom NJC has an agreement concerning:

a) NJC crediting to Members Bonus Points or Benefits (where applicable) on behalf of that organisation because of certain eligible transactions involving that organisation's products or services; and/or

b) That organisation supplying other Rewards or Benefits to Members as agreed with the NJC

Point of Sale (POS): Means NJC sales terminals located within the Racecourse as published (and as amended) by NJC from time to time.

Points or Racing Rewards Points: Means points in the Racing Rewards program and includes Standard Points and Bonus Points (collectively) unless otherwise stated.

Program: Means Racing Rewards (as defined below).

Promotion: Means an opportunity to earn

a) Bonus Points or another Benefit through a transaction or activity or behaviour that NJC has notified Members is a Promotion or eligible to earn Bonus Points or the Benefit, on terms specified by the NJC from time to time.

Racecourse: Means Newcastle Racecourse, Darling Street, Broadmeadow NSW 2292.

Race Meeting: Means a race meeting conducted by NJC at Newcastle Racecourse.

Racing Rewards: Means the loyalty program of that name operated by NJC on and from 1 July 2017 by which Members can earn Points and Benefits under the Terms and Conditions, together with the Club Rules and any other Program rules set out in the NJC Members' Handbook and other communications provided to Members from time to time.

Racing Season: Means the period from 1 July to 30 June inclusive.

Redemption: Means the exchange of Points for a Reward or through special offers made to Members from time to time.

Reward: Means any voucher, pass, merchandise item, NJC product or service, Partner product or service, or other reward obtained by a Member through the redemption of Points under Racing Rewards.

Standard Points: Means Program points issued at the Base Rate for spend on Eligible Transactions (including any GST but excluding tips and any spend using vouchers or redeeming Points).

Terms and Conditions: Means these Terms and Conditions as amended from time to time.

SECTION 3: PARTICIPATION IN RACING REWARDS

3.1 Subject to these Terms and Conditions, all Members are eligible to participate in Racing Rewards.

3.2 In relation to Absentee Members, any Points or Tier Status entitlements earned prior to Absentee Membership will be placed on hold until the Absentee Member becomes a Member. Despite being placed on hold, Point expiry will still apply, per section 6 of these Terms and Conditions.

3.3 Employees, Directors, Contractors, Suppliers, and other representatives of NJC and organisations or individuals involved in supplying products or services to NJC or providing sponsorship benefits to the Racing Rewards program, and the aforementioned parties' including immediate families, are not eligible to participate in Racing Rewards.

3.4 Each Member shall remain responsible for advising NJC of any change of name or address. Changes can be made by contacting NJC Administration.

3.5 Should a Member be suspended for any reason in accordance with the Club Rules, their Racing Rewards account will be inaccessible for the duration of the suspension. Despite any such suspension, Point expiry rules will still apply, per section 6 of these Terms and Conditions.

3.6 Participation in Racing Rewards will cease upon a person ceasing to be a Member under the Club Rules (including by death) or advising NJC of that person's wish to be excluded from the Program, and upon such cessation all Points and Benefits will be cancelled from the date of cessation.

SECTION 4: USE OF NJC MEMBERSHIP CARD

4.1 A Member's own NJC Membership Card is required to be used by the Member to record attendance, Eligible Transaction spend and participation in any Promotion (as required by the terms of the Promotion) at Race meetings so that Standard Points and Bonus Points are allocated to that Member under Racing Rewards.

4.2 It is the sole responsibility of the Member to bring their Membership Card to the Race meeting and to ensure that their Membership Card is scanned as required. No retrospective attendance amendments, on course spend amendments, recognition of Eligible Transactions, or participation in Promotions, will be made for Members who do not adhere to the above conditions at the time of entry or processing the relevant transaction (as the case may be).

4.3 The NJC Membership Card is and shall remain the property of NJC and must be returned on demand. It is not a payment or credit card.

4.4 The NJC Membership Card is valid for use only by the Member and is not transferable under any circumstances.

4.5 The NJC Membership Card is valid for use only during the Racing Season for which the Member has paid their NJC subscription.

4.6 NJC reserves the right to require the Member to produce their Membership Card at any time while making an Eligible Transaction or claiming or utilising any Rewards or Benefits.

4.7 In the event of loss or theft of a Membership Card, it is the responsibility of the Member to immediately advise NJC.

4.8 NJC will not be liable for misuse of a lost or stolen Membership Card or for any delay in providing a replacement card.

4.9 Replacement Cards – If a Member requires a replacement Membership Card, a replacement card fee of $25.00 (GST inclusive) will be charged, subject to section below.

4.10 Replacement Card Fee Waivers – The replacement card fee will be waived upon request by the Member under the following circumstances: (a) Stolen Card – police report or reference number required. (b) Faulty Card – card has inoperable barcode.

4.11 By submitting his/her Membership renewal, renewing his/her Membership, using the Membership Card or Member Number, or by claiming any Reward or Benefit, the Member agrees to be bound by the Terms and Conditions and provides the consents specified in section 16 relating to Privacy.

SECTION 5: EARNING STANDARD POINTS AND BONUS POINTS

5.1 Subject to section 5.3, a Member may earn Standard Points at a Base Rate of 10 Points per $1 spent on Eligible Transactions (including any GST but excluding tips and any spend using vouchers or by redeeming Points) but only when:

a) Transacting via NJC Administration and stating their Member Number, or

b) Transacting at permanent Point of Sale terminals within the Members' Reserve where Membership Cards can be scanned (Points can only be earned at outlets where Membership Cards can be scanned) and scanning their Membership Card.

5.2 Subject to section 5.3, Members may earn Standard Points on Eligible Transactions through NJC Administration for purchasing the following product and package categories:

1. TABLE RESERVATIONS: Earn points when you make a reservation on both feature and non-feature race days. *Indicative prices only. Amount of points accrued are based on reservation spend.	**POINTS ACCRUED (Maximum once per race day)**
Reservation in Chevals Restaurant: Non-feature Race Day	1,350
Reservation in Members Lounge: Non-feature Race Day	150
Reservation in Chevals Restaurant: Feature Race Day	1,490 – 1,750
Reservation in Members Lounge: Feature Race Day	200
Reservation in The Terrace; Non-Feature Race Day	850
Reservation in The Terrace: Feature Race Day	990 – 1,200
2. MEMBERSHIP RENEWAL: Membership Renewal prior to 30 June each year will earn bonus Racing Rewards Points which will be added to your new racing season points balance.	**POINTS ACCRUED (Once per year)**
Ordinary Member	1,550
Member Guest Card	770
Concession Member	780
5 Year Member	10,200 every renewal
Perpetual Membership	15,450 one time only

3. INTRODUCE A NEW NJC MEMBER FOR POINTS: Sign up a new full financial NJC Member and subject to their approval by the NJC Board, you will earn 1,550 Bonus Racing Rewards Points which will be added to your new racing season points balance.	**POINTS ACCRUED (Per each individual membership)**
Signed Proposer of a new full financial Member	1,550
4. PURCHASE: For every $1 you spend across the course on food and beverages, you will earn 10 Racing Rewards Points	**POINTS ACCRUED (Per each $1 spend)**
Hospitality purchase across course	10 points per $1 spend
Merchandise	10 points per $1 spend

5.3 The following transactions and categories of spend with NJC (or spend at the following venues, as the case may be) are NOT Eligible Transactions and therefore are excluded from earning Points:

- **a)** Members' subscriptions (including annual subscriptions, Annual Guest Cards, Concession, Junior, and Student Members products)
- **b)** NJC products and services sold to Non-Members
- **c)** Subcontracted events and festivals
- **d)** Non-race day functions (excluding Melbourne Cup Day)
- **e)** General Admission ticketing
- **f)** Any on course spend at Point of Sale (POS) terminals within non-permanent facilities such as temporary marquees
- **g)** Any tips or gratuities
- **h)** Any spend on purchases or transactions paid for using vouchers or by redeeming Points
- **i)** Any purchase or transaction made at a point of sale that does not allow Membership Cards to be scanned
- **j)** Any third-party booking fee, and

k) Any other purchase or transaction as notified by NJC from time to time (including on the NJC Website). (* Products may be eligible for Bonus Points from time to time.) See the NJC website and applicable Membership communications for further information on transactions that are not eligible to earn Points.

5.4 Up to date details on Eligible Transactions and Bonus Point Promotions are set out on the NJC website.

5.5 To earn Points on Eligible Transactions in permanent food and beverage outlet Points of Sale in the Members' Reserve, Members must ensure their Membership Card is swiped at the participating outlet Point of Sale. It is the responsibility of the Member to scan their Membership Card during the transaction before the staff member has cashed the transaction off. The participating outlets and Points of Sale on individual Race meetings may vary between race days.

5.6 NJC may change the Base Rate at any time, or vary the Base Rate by tier, in accordance with section 10 below. There is no cap to the number of Racing Rewards points a Member can earn within a Racing Season.

5.7 For the purposes of allocating Points, Eligible Transactions spend will be rounded up to the nearest dollar (if the total is 50 cents or more) or down to the nearest dollar (if the amount is 49 cents or less) at the end of each transaction.

5.8 Standard Points for Eligible Transactions will ordinarily be allocated to a Member's Racing Rewards account within five business days after the relevant transaction, except that Standard Points earned for Eligible Transactions for Members' Dining at the Feature Race Days such as Newcastle Spring Racing Carnival, Newcastle Newmarket Race Day, and the Boxing Day Races. Points will ordinarily be allocated to a Member's account following the completion of the relevant Feature Race Days. Bonus Points will ordinarily be allocated to the Member's Racing Rewards account within one week after completion of the relevant Promotion.

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5.9 A Member may also earn Bonus Points from time to time, as made available by NJC and Partners, for participation in Promotions (including for making Eligible Transactions as part of a Promotion) on the terms published from time to time by the NJC or Partner and the applicable terms set out in section 17 of these Terms and Conditions. The rate at which Bonus Points are issued will be determined by NJC and may vary from time to time.

5.10 Points will not be awarded in relation to any Eligible Transaction that is cancelled or refunded, or the relevant product or service is returned. NJC may cancel or deduct any Points that have been awarded in relation to cancelled, refunded, or returned Eligible Transactions or products or services.

5.11 Except as provided elsewhere in these Terms and Conditions, or as otherwise specified by NJC, Points will be credited only to the account of the Member who made the Eligible Transaction.

5.12 Further to section 5.11, but subject to section 5.13, when booking Members' Dining (provided the booking is an Eligible Transaction), Racing Rewards points will be allocated to the Member who makes the booking and Racing Rewards points will not be split between Members.

5.13 Members who book dining during the Feature Race Days (provided the booking is an Eligible Transaction) may allocate Racing Rewards points to other individual Members nominated on the booking form provided their name, Member ID and number of seats attributed to the nominated Member is supplied.

5.14 Members may earn Standard Points on their Reserved Seat purchases for Feature Race Days in the Members' Reserve only, provided the booking is an Eligible Transaction.

5.15 The basis upon which Members may be permitted to accumulate Standard Points (including any formulae for accruing Points) shall be determined by NJC in its sole and absolute discretion and may change from time to time in accordance with section 10 below.

5.16 Racing Rewards points are not money, cannot be transferred or exchanged or refunded for money and cannot be used by any person other than the Member who accumulated the Points. Points are not subject to Member direction, control, or other entitlement (except as expressly stated herein) and cannot be redeemed for cash. Racing Rewards points cannot be purchased.

5.17 It is the Member's responsibility to ensure their Membership Card has been entered accurately when using the booking system to purchase tickets and apply the correct eligible discount online. Where the NJC discovers a Membership number to be entered or discount applied incorrectly, we reserve the right to cancel the booking and adjust both the booking and any rewards points accordingly. In an instance where a Member repeatedly misuses their Membership Card Number, NJC reserves the rights to revoke an individuals Membership.

5.18 It is the Member's responsibility to ensure that their Membership Card has been

a) Properly inserted into/placed in front of and accepted by the card reader/scanner when entering the Racecourse or any Race meeting, and

b) Properly scanned at the Point-of-Sale terminal when making an Eligible Transaction at a Point of Sale, prior to the transaction being cashed off by the staff member

If a Member experiences any issues with this process at a NJC Race meeting, it is the responsibility of the Member to advise the bar/outlet staff at the time of purchase and request a receipt; they will instruct you to contact the Administration on (02) 4691 1573 and a NJC representative will award the Points to your account. No Point amendments will be made after the race day and no Points or other benefits will be allocated for Racecourse entry or transactions not recorded against a Membership Card or Member Number on the relevant day.

5.19 NJC will not be liable in any way in relation to the unavailability of Points which fail to accumulate because of Partner error, technical malfunction, or because of operator fault, misrepresentation, or any other reason beyond the reasonable control of NJC.

5.20 NJC reserves the right to adjust a Member's Points balance and to withdraw or alter any Benefits or Rewards where such Points, Benefits or Rewards have accumulated as the result of any error, technical malfunction, operator fault, misrepresentation, or any other reason, including any act or omission (including negligence) by NJC or a Partner.

5.21 Any notice issued by NJC to the Member specifying the number of Standard Points or Bonus Points accumulated by the Member may be adjusted by NJC by any subsequent notice.

5.22 Bonus Points and other Promotions:

a) NJC may from time to time enter arrangements with its Partners in relation to the awarding of Bonus Points or other Benefits to Members on behalf of those Partners. Such arrangements may change from time to time and may include the awarding of Bonus Points for participation in Promotions, or as purchasing incentives. Those Bonus Points and/or Benefits are earned in accordance with the terms and conditions offered by the Partner and are subject to change.

b) NJC may, from time to time, also offer other arrangements or approve other ways in which Members may earn Points and Benefits. Additional terms and conditions applicable to earning those Points and Benefits will be made available through the NJC website.

c) Members should check all applicable terms and conditions with the relevant Partner or on the NJC website or by calling NJC Administration before participating in any such Promotion or purchasing the applicable products or services.

5.23 NJC reserves the right to personalise offers of Benefits or Points to individual or groups of Members, to offer different Base Rates or other Point earn rates or Benefits (or applicable terms and conditions) to different Members, and Members acknowledge that not all Members will receive the same offers.

SECTION 6: POINT EXPIRY

6.1 All Points accumulated through the Racing Rewards Program expire on 30 June each racing season. Points cannot be re-credited or used once they have expired. For example, Points awarded on 21 May 2027 will expire on 30 June 2027.

SECTION 7: AWARDING OF POINTS

7.1 There may be some delay between an Eligible Transaction or attendance at a NJC Race meeting and the awarding of Points. NJC will take all reasonable steps to limit such delays beyond the reasonable processing time but will not be liable in the event of delays which are not within its reasonable control.

7.2 Bonus Points will ordinarily be awarded within one week after the Promotion end date, but the NJC and Partners will not be liable in the event of delays which are not within their reasonable control.

7.3 Members can check their Racing Rewards points Balance when making a purchase, downloading the app or by calling NJC Administration during office hours.

7.4 Except as expressly stated otherwise in these Terms and Conditions, Members cannot pool or combine their Racing Rewards points with those of other Members and Points cannot be assigned, transferred, or otherwise made available for the benefit of any other person or legal entity.

SECTION 8: BENEFITS AND REWARDS

8.1 Racing Rewards Members may also from time to time have access to a suite of Partner offers and discounts (as published by NJC from time to time). These offers will be accessible through the NJC website, will vary from time to time, and are provided by Partners by, and only by, arrangement with NJC. Such Benefits offered by Partners are earned in accordance with the terms and conditions offered by the Partner and are subject to change. Those terms and conditions will be made available through the NJC website. Members should check all applicable terms and conditions with the relevant Partner or on the NJC website or by calling NJC Administration before participating in any such offer or purchasing the applicable products or services.

8.2 NJC may at any time and without prior notice change the Benefits and Rewards that are to be made available or offered to Members. NJC shall have no obligation to make available or offer any Reward or Benefit.

Except as required by law, NJC shall not be liable in any way to any Member in relation to the availability or withdrawal of a Benefit or Reward that may have been previously displayed or promoted as being available. NJC will not be liable for any failure to offer any Benefit or Reward.

8.3 Benefits and Rewards cannot be used in conjunction with other discount programs, offers or special events, whether run by NJC or a third party, unless otherwise approved by NJC or specified in the terms and conditions of a discount program, offer or special event.

a) Benefits and Rewards cannot be assigned, transferred, or otherwise made available for the benefit of any other person or legal entity

SECTION 9: REDEEMING REWARDS AND BENEFITS

9.1 A Member may redeem their Racing Rewards points as soon as they have sufficient Points for an available Reward redemption item.

9.2 A Member who has accumulated the required number of Racing Rewards points may contact NJC Administration, visit the NJC website or visit the Race Day Office at the Racecourse to redeem items then available. A Member may give permission for their spouse to redeem on their behalf, however no other intermediary may do so unless approved by NJC.

9.3 Provided the Member has the required number of Points, NJC may allow Members to redeem their Racing Rewards points for Rewards which the NJC, in its sole and absolute discretion, chooses to make available at the time of redemption. Once redeemed, Racing Rewards points will be subtracted from the Member's account.

9.4 Members acknowledge that terms and conditions apply to Reward items obtained by redeeming Points, which terms and conditions shall be made available at the time of redemption, and include the following:

a) Reward items (such as dining experiences) are limited and are offered subject to availability and at the absolute discretion of NJC
b) Points cannot be redeemed for Members' dining during Feature Race Days

9.5 The redemption of any Points, Reward or Benefit is subject to the Member having the sufficient Racing Rewards points balance, at the time of the redemption request.

9.6 The Terms and Conditions upon which Racing Rewards points may be redeemed for Rewards, including the number of Racing Rewards points required to be accumulated for any Reward or redeemed for any Reward, shall be determined by NJC in its sole and absolute discretion, and may be amended or changed by NJC without notice.

9.7 Additional terms regarding the redemption of Racing Rewards points for benefit are set out in the terms published by or on behalf of NJC from time to time on the NJC website. Where there is inconsistency between these Terms and Conditions and any other terms and conditions published on the NJC website, these Terms and Conditions prevail.

9.8 Except as required by law, Rewards will not be replaced if stolen, lost, damaged, destroyed or otherwise altered after delivery to the address nominated by you. Neither NJC nor a Partner will accept the return of a Reward where the product is no longer of merchantable quality due to any act or omission on the Member's part, including where the Reward has been damaged by use for a purpose for which it was not intended while in the Member's possession.

9.9 In addition to any statutory rights a Member may have, and which cannot be excluded by these Terms and Conditions, a Member may return any Rewards which are faulty, damaged, or unfit for use within 21 working days of delivery. If a Member requests a refund in respect of any such Reward, which is demonstrated to be faulty, damaged, or unfit for use, NJC will return the Points within the 21 working days period and make the necessary adjustments the Member's Racing Rewards account. Adjustments to Points may take up to 7 working days.

9.10 It is the responsibility of the Member, at point of purchase or any other means that NJC may make available, to keep track of all redemptions made against their Racing Rewards account and ensure that sufficient Points are held in credit to cover any Rewards redemption requests. Members must report to NJC any unauthorised Reward claims or discrepancies from their account within 60 days of the occurrence.

SECTION 10: CHANGES TO THE PROGRAM

10.1 NJC reserves the right to change the Program and/or these Terms and Conditions at any time at its discretion.

10.2 NJC shall use reasonable endeavours to notify Members:

- **a)** Of any changes to the Program and/or these Terms and Conditions, and
- **b)** At least 30 days in advance of any changes to the Program and/or these Terms and Conditions that materially reduce the benefits available to all or most Members under the Program, but NJC shall not be liable in any way for any failure to do so

Posting details of any change to the Program on the NJC website shall be sufficient notice for the purposes of this section 10.

SECTION 11: CANCELLATION OR TRANSFER OF REWARDS AND BENEFITS

11.1 Rewards and Benefits made available under the Racing Rewards program cannot be transferred or cancelled by the Member once they have been issued.

11.2 Members who elect not to use a Reward or Benefit once it has been issued will not be entitled to any credit or reinstatement of Points or Benefits. The Reward will be deemed forfeited.

SECTION 12: GOODS AND SERVICES TAX (GST)

12.1 Membership - NJC Membership subscription payments paid by Members are subject to GST.

12.2 Awarding Points - NJC does not charge GST on the awarding of points to Members. However, the goods and services purchased which give rise to the awarding of points may be subject to GST.

12.3 Redeeming Points - NJC does not charge GST on any Points redeemed for goods and services provided through the Racing Rewards program.

12.4 This information relates to Racing Rewards only and should not be taken as a guide to the GST impact on other loyalty programs.

12.5 All other taxes and duties that may be payable in respect of a Member's participation in the Program or the claiming or use of a Reward or Benefit are the sole responsibility of the Member.

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SECTION 13: TERMINATION OF RACING REWARDS

13.1 NJC gives no warranty as to the continuing availability of Racing Rewards or the existence of the Racing Rewards Program.

13.2 Subject to section 10, NJC expressly reserves the right to terminate, suspend or change Racing Rewards at any time without notice. These changes may affect any features of Racing Rewards and these Terms and Conditions.

13.3 If the Racing Rewards program ceases to operate, all Racing Rewards points that have not been exchanged for available Rewards or Benefits within 30 days of NJC issuing a notice of the cessation to Members, will be cancelled. In addition, all Rewards, Benefits and Tier Status entitlements that have been accumulated about the Racing Rewards program will be deemed to be cancelled if they have not been issued or used by the same date.

SECTION 14: TERMINATION OF MEMBER PARTICIPATION

14.1 Unless otherwise expressly stated in these Terms and Conditions or otherwise agreed with the NJC, a Member's participation in Racing Rewards automatically terminates in accordance with section 3.6 upon that individual ceasing to be a Member for any reason.

14.2 A Member may terminate his/her participation in Racing Rewards at any time by notifying NJC in writing that he/she does not wish to participate further in the Program.

14.3 NJC reserves the right at any time in its absolute discretion to suspend or terminate a Member's participation in Racing Rewards for reasonable cause, which shall include any breach of these Terms and Conditions.

14.4 Each Member agrees that he/she will not:

- **a)** Act in a way which breaches these Terms and Conditions
- **b)** Transact using their Membership Card while intoxicated or act in an offensive manner toward any other Member, any NJC staff member, member of the public or industry participant
- **c)** Abuse or misuse the Racing Rewards Program, any Rewards, Benefits, facilities, or services arrangements awarded to the Member because of their participation in the program
- **d)** Engage in illegal or fraudulent activities, or
- **e)** Supply or attempt to supply false or misleading information or make a misrepresentation to NJC

14.5 All Points, Benefits and Rewards to which the Member is entitled at the time of termination of the Member's participation in Racing Rewards shall be forfeited upon termination and will not be reinstated.

SECTION 15: GENERAL

15.1 If any part of a scheduled Race meeting including any race, performance, event or any other element of the Race meeting is cancelled, abandoned, postponed or relocated, in whole or in part, due to adverse weather conditions or for any other cause beyond NJC's control, there is no right to refund, exchange or credit and no obligation is assumed by NJC for the arrangement of a substitute event, performance or any other element.

15.2 Programs, menus, duration, and timing may be subject to alteration without notice. NJC reserves the right to vary, add, withdraw or substitute advertised programs, menus, and facilities.

15.3 In the absence of manifest error, NJC's final determination regarding any matter under these Terms and Conditions is conclusive and will not be disputed by a Member.

15.4 All conditions and warranties, whether expressed 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 Racing Rewards program are expressly excluded to the full extent permitted by law. Any liability that NJC may have to a Member under statute in respect of such goods and services which cannot be excluded is limited, where permitted, to:

- **a)** Supplying, or paying the cost of supplying, the services again, or
- **b)** Replacing or repairing, or paying the costs of replacing or repairing, the goods, or
- **c)** Supplying equivalent goods or services, at the NJC's sole discretion.

15.5 Subject to section 15.4, any liability that the NJC may have to a Member whether for negligence, breach of contract or otherwise is limited:

- **a)** In the case of any claim relating to Points, to crediting that number of Points to the Member's account
- **b)** In the case of any claim relating to a Reward, to crediting to the Member's account the number of Points published by NJC as required to be redeemed to claim that Reward, or
- **c)** In any other case, providing Benefits or other goods or services to the value of the claim

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15.6 Each Member agrees that to the extent that NJC is required to provide notice of any matter or to publish any matter to Members under these Terms and Conditions or otherwise, posting details of that matter on NJC website shall be sufficient notice (or publication as the case may be) of that matter to the Member and it is the Member's responsibility to keep abreast of the Program by regularly reviewing those matters notified/ published on the NJC website.

SECTION 16: PRIVACY

16.1 Each Member agrees that Members' personal information will be managed in accordance with Club Rules and the NJC's Privacy Policy as published from time to time on the NJC website, together with any privacy notices issued (by the NJC or third parties on behalf of the NJC) about the Program or specific Rewards or events.

16.2 In addition, each Member consents to the personal information NJC or any Partner collects about the Member through Racing Rewards (including about the Member's transactions with NJC or any Partners) being collected, held, disclosed, and used by NJC, its service providers and Partners for:

a) Meeting any NJC or Partner commitments to Members

b) Disclosing that information to any third-party service provider whom NJC or Partner engages to assist in meeting commitments to Members

c) Providing Members with tailored marketing about NJC and third-party products that NJC considers will be of interest to Members

d) Tracking the spend and behaviour of the Member in connection with the Racing Rewards program, and

e) Improving the customer service provided to Members, including by means of research, marketing, product development and planning.

16.3 Each Member acknowledges that data will be collected as part of Ad hoc offers (as defined at section 17.1), including race day prize draws and promotions. Such data may include personal information (and may include the location of the Member and the fact that the Member attended a race day), and (in addition to that data being used in accordance with section 16.2) the Member consents to such personal information being:

a) Used for the purposes of the relevant Ad hoc offer or Promotion and tracking

b) The spend and behaviour of the Member to assist with developing the design of the Racing Rewards program; and

c) Disclosed to any third-party service provider whom NJC engages to provide data analysis services.

SECTION 17: AD HOC OFFERS

17.1 NJC may from time to time offer all or some Members other Benefits and/or Bonus Point opportunities (or ways to earn Benefits or Point redemption opportunities) on an ad hoc basis (Ad hoc offers). Such Ad hoc offers are usually one off or time constrained or temporary special offers that are communicated to Members from time to time (for example, 2 for 1 offers etc).

17.2 Unless determined otherwise by NJC in its sole discretion, the following additional Terms and Conditions apply to any such Ad hoc offers:

a) Each Ad hoc offer is valid on the dates specified by NJC or, if no such dates are specified, the offer is valid only on the day that the offer is sent to the Member

b) Each Ad hoc offer is personal to the Member it is sent to and cannot be transferred to or accepted by any other Member

c) Any Ad hoc offer that includes or relates to an offer of an alcoholic beverage will only be satisfied if it can be satisfied in accordance with NJC's obligations for responsible service of alcohol. NJC promotes the responsible service of alcohol and any Member wishing to take up such an offer must be 18 years or over

d) Ad hoc offers are only available to Members and not their guests or any third parties

e) Ad hoc offers may be made to one or more Members, or a limited number of Members, at NJC's discretion

f) NJC may place limitations on Ad hoc offers in terms of the number of times an offer can be accessed by a Member or the time during which they are available. Limitations for each offer will be communicated by NJC prior to the offer being made available

g) Members must scan or provide their Membership Card to take up an Ad hoc offer at the specified Point of Sale (or permanent retail outlet) or provide their Member number to NJC Administration to take up an Ad hoc offer

h) Where an Ad hoc offer relates to a race day prize draw:

  i. Members must, during the relevant promotion period stated in the race day prize draw's terms and conditions, swipe their NJC Membership Card at the designated permanent retail outlet Point of Sale (POS) in the Members' Enclosure when making the required purchase (e.g. food and/or beverage purchase) before the staff member has cashed the transaction off. It is ALWAYS the responsibility of the Member to scan their Membership Card during the transaction

ii. The designated outlets and Points of Sale may vary between race days and will be notified to Members as part of the promotion or on the NJC website

i) Ad hoc offers are subject to available stock and may be withdrawn by NJC at any time

j) Ad hoc offers may be subject to other applicable terms and conditions which will be made available in the relevant communication or through the NJC website, and

k) In accordance with section 5.18 NJC will not be liable in any way in relation to the unavailability of Points which fail to accumulate as a result of Partner error, technical malfunction, or by reason of operator fault, misrepresentation, or any other reason beyond the reasonable control of NJC