Member Application Form



Becoming a member is quick and easy.

JOIN TODAY.



With your free membership you will:

- Earn points playing our gaming machines
 - Earn points purchasing food and beverages
 - Gain exclusive entry into promotions
 - Receive birthday offers
 - Receive exclusive members' offers
 - Entry to Members' night
 - Redeem your points for great rewards



VIP Application Form

Mr Mrs Ms	Miss Other
First Name	Surname
Postal Address	
Suburb	State Postcode
Mobile Phone	Home Phone
Email Address	
Date of Birth:/ /	Male Female
I wish to receive promotional material, third party offers and information relating to alcohol and gaming activities.	
Gaming Machine Player Government Requirements.	
I agree to receive my Player Activity Statement, in accordance with Victoria Government legislation (tick one box only):	
via kiosk	
via email from venue	
via mail	
I am over the age of 18, I have reviewed and carefully read and understood the Rules of this program. I agree to strictly abide by these Rules (including all Terms and Conditions), as amended from time to time and declare that the details in this Application are true and correct.	
Signature:	



1099 Point Nepean Rd Rosebud, VIC 3939

T: 03 5950 0300 rosebudhotel.com.au

Office use only

Membership number

Staff member's name (print clearly)

Members ID sighted?

Member is over 18 years of age?

Yes

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Terms and Conditions.

- 1. Rules 1.1 These Rules apply to your membership of the Program operated at Rosebud Hotel. 1.2 By signing the membership application, becoming a member of the Program, using your Card or using any of the benefits arising from the Program you will be taken as having been bound by these Rules, and will be taken to have given the privacy consents referred to in these Rules. 1.3 You acknowledge that you have read and understood these Rules, it is your responsibility to ensure that you are up to date with these Rules.
- 2. Changes to the Program and Rules 2.1 Rosebud Hotel reserves the right to, at any time and without prior notice to you, change the Program and the policies and procedures concerning the manner in which Points and Rewards can be arend and redeemed. 2.2 Rosebud Hotel may also, any time and after 14 days notice by public notice displayed at the Venue, change here Bules. 2.3 A copy of the current Rules may be obtained from the Venue or at the Website. Viou acknowledge that if there is any inconsistency between the Rules obtained from these sources, the Rules on the Website will take priority. 24 Changes will only be made to the Rules pursuant to this section 2 if they are reasonably necessary to protect the legitimetrests of Rosebud Hotel. 2.5 if a change is made to these Rules pursuant to this section 2 and it will have a material detrimental effect on you, Rosebud Hotel will notify you directly of that change (e.g. by mail, phone, email or SMS).
- 3. Membership 3.1 The program is provided and administered by Rosebud Hotel. 3.2 You must be at least 18 years old and an Australian resident to just Program. All will make place the program of your map be asked at any time to produce valid identification acceptable to the Rosebud Hotel to evidence your eliquibity 3.3 If you do not qualify or are unable to produce evidence acceptable to Rosebud Hotel, Rosebud Hotel will immediately reject your membership application or cancel your existing membership (any) and any Points that you may have accured will be immediately forfeited. 3.4 Ectuded Person are ineligible to join the Program. The membership of any person who is or becomes an Excluded Person will be automatically terminated and their Points (if any) forfeited. 3.5 Vou agree and acknowledge that it is your responsibility to inform the Versue Operator if you become an Excluded Person. 3.6 To apply for membership application form is the accordance of the program of the Program, your must complete and sign the Program membership application form is the and correct. 3.7 Rosebud Hotel has the right to fretse your application form membership application form is the and correct. 3.7 Rosebud Hotel has the right to fretse your application form membership application form is the program and without providing you with any reason. 3.8 Only one membership per person is permitted. 3.9 If you are a member of the Program membership application form is membership of the Program of the Program and the program and your membership will be automatically your arread and your Points (if any) immediately forfeited without compensation. 3.10 You agree that you will not attempt to obtain membership of the Program or the Program and your membership of the Program or the program and your active and all activity regardingly our membership whilst you are intoxicated and you understand that you are fully liable for your carlors and all activity regardingly our membership whilst you are intoxicated and you understand that you are fully lia
- 4. Notices 4.1 An electronic communication from Rosebud Hotel will satisfy any requirement for a written communication including for a written ontice under these Rules unless otherwise stated. 4.2 Any electronic communication sent to you by Rosebud Hotel but beta enceived by you can be not not not not not be such as the state of the state of the received by Rosebud Hotel has sent it to the most current email address provided by you. An electronic communication sent to you send it to the current email address provided by Rosebud Hotel All 18 is your responsibility to ensure that you send it to the current email address provided by Rosebud Hotel 4.3 It is your responsibility to ensure that your contact details, including your email address is current at times. Rosebud Hotel Less or responsibility for elegacy or non-receipt of information up to date it was to the your failure to keep your control formation up to date. 4.4 You will notify Rosebud Hotel law nor your change of email address and postal address as soon as possible. Rosebud Hotel may require any reasonable written proof necessar to verify the change.
- 5. Cards 5.1 Only one Card per person. 5.2 Rosebud Hotel reserves the right at any time to require a person using a Card to provide valid identification to verify that that person is entitled to use that Card.
- 6. PIN 6.1 You must use your Card (and may be required to enter a PIN) in order to be able to access your Program membership via a Kiosk. 6.2 You must not disclose your password to any other person for any purpose whatsoever. 6.3 Rosebud Hotel will not be liable for any unauthorised use, redemption of Points or any other entitlement as a result of your Card being lost or stolen or if a password becomes known to another person.
- 7. Points 7.1 You will earn Points for gaming furnover in a Caming Machine located at Rosebud Hotel in which your Card is inserted at the time of the spend 7.2 You will earn points from non-againing furnover so long, as the card is presented and seyled at Joynth Card is inserted at the time of the spend 7.2 You will earn points for violation via the Kook, at the discretion of Rosebud Hotel 7.4 Points will only be credited by your Card set the Kook or a Gaming Machine 7.5 It you become aware that the Kook is not working, you should inform Venue staff 7.7 Your membership is personal by you. Voca 4 and the Kook or a Gaming Machine 7.6 If you become aware that the Kook is not working, you should inform Venue staff 7.7 Your membership is personal by you. Your death. Points are not exchangeable for cash 7.8 Unless as otherwise determined by Rosebud Hotel acting in its sole and absolute discretion and subject to change without prior notice by you, save that such changes will not be made retrospectively, the basis and the rate upon which you may earn Points so not (1) point per \$1.0.00 of furnover on Gaming Machines and one (1) point per \$1.0.00 of furnover on tool and beverages at the Venue 7.9 Rosebud Hotel may at any point in time and at their own discretion and subject to adjust the point ratio and value 7.1 of Rosebud Hotel and you have accumulated as a result of any malfunction, Rosebud Hotel full or mistake, misrepresentation, where there has been misuse of Rosebud Hotel fault or mistake, misrepresentation, where there has been misuse of Rosebud Hotel fault or mistake, misrepresentation, where there has been misuse of Rosebud Hotel fault or mistake, misrepresentation, where there has been misuse of Rosebud Hotel fault or mistake, misrepresentation, where there has been misuse of Rosebud Hotel fault or mistake, misrepresentation, where there has been misuse of Rosebud Hotel fault or mistake, misrepresentation, where there has been misuse of Rosebud Hotel fault or mistake, misrepresentation, where there has been m
- 8. Rewards 8.1 Points that you have accrued can be exchanged for available Rewards offered by Rosebud Hotel 8.2 jet you do not have enough Points to obtain a particular Reward, you will not be able to claim that item. Additional Points cannot be purchased. 8.3 Subject to pragam 8.6. Rosebud Hotel will determine the number of Points required to redeem for any Reward and may change the number of Points required to redeem for any Reward and may change the number of Points required note that the results of the resu
- 9. Promotions 9.1 From time to time, you may be invited to participate in Promotions. Participation in these Promotions may be subject to certain terms and conditions. Terms and conditions applicable to a Promotion will prevail over these Rules to the extent of any inconsistency between them. 9.2 Subject to consumer guarantees set out in Division I of Part 3-2 of Schedule 2 of the Australian Consumer Law and to the extent otherwise permitted by law, makes no warranties or representations to you in connection with any Promotions (or any Prizes awarded under any Promotions) and expressly disclaims all liabilities (including for consequential and indirect loss) with respect to type, quality and standard of those Promotions and Prizes. 9.3 Notwithstanding paragraph 9.2, if Rosebud Hotel, makes a Representation to you that a Prize will be awarded for a Promotion, Rosebud Hotel, will honour that Representation.
- 10. Third Party Offers 10.1 Your membership of the Program may from time to time give you an opportunity to access Third Party Offers. 10.2 Notwithstanding that you may access Third Party Offers wayour membership of the Program, you acknowledge and agree that Third Party Offers are not offered or provided by the Roseboul Hotel and that, subject to the Australian Consumer Law and to the extent oftenvise permitted by law, Roseboul Hotel has no liability whatsoever to you in relation to Third Party Offers, even if branding for the Program is used in connection with Third Party Offers and even though you may access Third Party Offers, and the Klosk, the Webstels and/or via other materials provided to you by Roseboul Hotel. 10.3 You acknowledge that Third Party Offers may be subject to terms and conditions of the third party supplier and may be withdrawn at any time. 10.4 Third Party Offers may require a payment of a fee to the third party provider of the relevant Third Party Offer and this may require entry of your credit card details into the Visual Standard Party Offers and Party Offers and this may require entry of your credit card details in the Kinds for this purpose. If you choose to take up the Third Party Offer on acknowledge you enter your credit card details in the Kinds Ayour own risk.
- 1.1 Payer Activity Statements 1.1.1 By joining the Program you agree to receive Player Activity Statements 1.1.2 At least once a year, you will receive a Player Activity Statement by email unless you have elected (on your membership application form or have notified Rosebud Hotel by notice in writing) to collect your Player Activity Statement from Rosebud Hotel as per requested. 11.3 if you have elected the Collection Option, you will within 7 (seven) days after your Player Activity Statement from Rosebud Hotel as per requested. In 1.3 if you have elected the Collection Option, you will within 7 (seven) days after your Player Activity Statement is available for collection from Rosebud Hotel or Player Activity Statement will be automatically suspended until you collect the Player Activity Statement or until your membership in the Program will be automatically suspended until you collect the Player Activity Statement or until your membership in the Program will accordance with classe 11.6 (whichever is the first to occur) (Suspension Event). 15.1 if you do not collect your Player Activity Statement within three (3) months of the date of the Collection Notice, your membership in the Program will automatically terminate and any Points you have accumulated will automatically be forfeited (Termination Event). 16.1 Rosebud Hotel will notify you in writing if a Suspension Event or care immination Event occurs. 11.7 Additional copies of your Player Activity Statement can be obtained from the Rosebud Hotel on written request. Rosebud Hotel may in its sole discretion charge a fee not exceeding \$20 for each additional Player Activity Statement.
- 12. Setting Time Limits 12.1 You can at any time set a limit on the amount of time, in any 24 hour period determined by Rosebud Hotel, that you play Gaming Machines to earn Points (Time Limit) by giving notice to Rosebud Hotel (Time Limit Notice). 12.2 You can giving Rosebud Hotel a new notice (Revised Time Limit Notice). 12.3 If the New Time Limit is an increase of the current Time Limit that has been set, this change will not take effect until the time determined by Rosebud Hotel (which will be at least 24 hours after the Revised Time Limit Notice is received by the venue). 12.4 You are not permitted to continue playing Gaming Machines as part of the Program and you will not accrue any Points for playing Gaming Machines when your Time Limit or any New Time Limit is reached.
- 13. Setting Loss Limits 13.1 You can set a limit on: (a) your net loss when playing Gaming Machines as part of the Program in any 24 hour period determined by Rosebut dheld in Coss Limit by diving notice to Rosebut dheld (coss Limit Mixolice); and (b) your net loss when playing Gaming Machines as part of the Program in any year determined by Rosebut Hotel (Pastry Loss Limit Mixolice); and (b) your net loss when yet, loss Limit Motice), 13.2 You can change the Net Loss Limit (Net Joss Limit Motice), 13.2 You can an increase of the current Loss Limit (Net Joss Limit Motice), 13.2 You can an increase of the current Loss Limit (Net Net Joss Limit Motice), 13.2 You can change the Net Net Surf Mixolice), 13.2 You can change the Yearly Net Loss Limit (Net), 13.2 You can change the Yearly Net Loss Limit (Net), 14.2 Simit Motice), 14.3 You can change the Yearly Net Loss Limit (Net), 14.2 Simit Motice), 15.3 If the New Yearly Loss Limit and you will be at least 24. You will be a limit of the Yearly Loss Limit Motice), 15.3 If the New Yearly Loss Limit Motice is received the Playing Caming Machines will be at least 24. You are not permitted to continue playing Gaming Machines as part of the Program and will not accruze any Points for playing Gaming Machines when your Loss Limit, 8 year Loss Limit or any New Yearly Loss Limit is reached.

- 14. Termination by you 14.1 You may terminate your membership of the Program at any time by giving Rosebud Hotel notice in writing (Opt-Out Notice).
 14.3 On receipt of an Opt-Out Notice, the Venue Operator will immediately cancel your membership of the program and any Points which you have not redeemed at the time of cancellation will be immediately forfeited.
- 1.5. Termination and suspension of membership 1.5.1 Rosebud Hotel may suspend your membership in the Program to investigate your membership of the program and the use of your Card if Rosebud Hotel becomes aware or reasonably believes that your membership has errors, has been misused, has been subject to unauthorised use, that you may not be gambling responsibly and/or is directed by a government authority to do so. Rosebud Hotel will notify you in writing of such suspension. 15.2 Rosebud Hotel, by low are or become an Excluded Person; (c) Based on statements made by you, that you may not be gambling responsibly; (d) tou d not comply with the terms and conditions relating to any Third Party Offer; (e) You missey our Card or have used the Card of another person; and/or (f) You behave in a manner hosebud Hotel (in its sole discretion) considers to be dishonest, offensive, disruptive, intimidating, illegal and/or improper, 15.3 if your membership to the program is cancelled prusant to paragraph 15.2; (a) Rosebud Hotel will notify you of the cancellation in writing; (b) any Pointsy you have accumulated will automatically be forfeted (unless Rosebud Hotel determines otherwise); (c) you will not be eligible to receive any benefits offered under the Program; and 15.4 if you die, your membership will be automatically accreted and your existing Points balance will be forfeted.
- 16. Termination of the Program 16.1 Rosebud Hotel reserves the right to, at any time and from time to time, cancel the program in whole or in part or suspend it for any period for any reason after giving 30 days, notice on the Website or on the Kiosk. 16.2 You acknowledge and agree that Rosebud Hotel makes no representation or warranty that the Program will continue to be available for any period of time. 16.3 if Rosebud Hotel encodes the Program to this clause 16, you will have 30 days from the date of Rosebud Hotel notice to redeem all Points. Points not redeemed after this time will be forfeited.
- 17. Consequences of Suspension or Termination 17.1 If your membership in the Program is terminated for any reason; (a) all benefits associated with the programs whether they I have accrued or not will lapse; and (b) notwithstanding any other provisions in these Rules, you will not receiven y marketing or promotional materials in relation to Gaming Machines and gaming products and services from the date your membership in the Program is cancelled. 17.2 If your membership in the program is terminated for any reason and you subsequently become eligible to re-join the Program, you must compiled an even membership application form. 17.3 notwithstanding any other provisions in these Rules, if your membership in the Program is suspended for any reason you will not receive any marketing or promotional materials in relation to Gaming Machines and gaming products and services during the period of suspension. 17.4 You agree that Rosebud Hotel will not be lable for any loss or damage whatsoever which you or anyone else may suffer as a result of any termination or suspension of your membership in the Program.
- 18. Privacy 18.1 You agree that your Personal Information will be collected, used and disclosed in accordance with following documents (and to the extent of any inconsistency between them, in accordance with the order of precedence below): (a) these Rules; (b) the relevant privacy policy of Rosebud Hotel (see www.rosebudhotel.com.au), 18.2 If you send Rosebud Hotel a written request, they will, to the extent that they are required to do so by law, provide you with access to or allow you to correct, your Personal Information. You may contact Rosebud Hotel in Accordance with the details set out in the privacy policy referred to in paragraph 18.1 above regarding your Personal Information. 18.3 Subject to paragraph 18.6, you authorise Rosebud Hotel, and their Associated Persons to collect, hold, use, transfer and disclose your Personal Information in connection with the following purposes: (a) administration of the Program; (b) the redemption of Points and the provision of Rewards; (c) promoting, advertising and marketing of Promotions to you including by means of email, SMS, post, telephone calls or in-person presentation); (d) promoting, advertising and marketing by third parties of Third Party Offers to you (by means of email, SMS, post, telephone calls or in-person presentation); (e) promoting, advertising and marketing any of the products and services of Rosebud Hotel (including gaming and gaming machine advertising and promotional material provided by means of email, SMS, post, telephone calls or in-person presentation); (f) improving customer service by means of research, marketing, service or product development or planning; (g) analysing your use of goods and services provided by Rosebud Hotel and third parties; (h) compliance by Rosebud Hotel with any law; and (i) compliance by Rosebud Hotel with any lawful request of a law enforcement agency or government authority, (together, the Permitted Purposes). 18.4 Subject to paragraph 18.7, you authorise any person who provides services in relation to a Permitted Purpose to use and disclose to third parties your Personal Information to the extent they consider the use to be reasonably necessary for any of the Permitted Purposes. 18.5 If you marked the relevant box on the membership application form, you consent to receiving marketing material including gaming machine advertising in connection with Gaming Machines operated at Rosebud Hotel. 18.6 You must notify Rosebud Hotel if you do not wish to receive marketing materials or be contacted in relation to Promotions or Third Party Offers or do not want to be contacted using a particular method (e.g. phone, email or SMS) by marking the relevant box(es) on the membership application form, and/or by writing to Rosebud Hotel. 18.7 If you receive any communication from the Rosebud Hotel that you have asked not to receive under paragraph 18.6, you must immediately inform Rosebud Hotel who will use reasonable endeavours to prevent such unauthorised communication re-occurring.
- 19. Information Access 19.1 You may access the information currently held by Rosebud Hotel in relation to your existing or any prior membership of the Program. Rosebud Hotel may in its sole discretion charge a fee not exceeding the prescribed amount for providing you with such access. 19.2 You must produce valid identification acceptable to Rosebud Hotel to evidence your current or prior membership of the Program before Rosebud Hotel will grant you access. Unless required by law, Rosebud Hotel will not allow a third party to access any information that it holds in relation to your membership of the Program on your behalf. 19.3 You acknowledge and agree that Rosebud Hotel may provide information about the Program (other than your Personal Information) to any person or body for research purposes if it is directed to do so by any government authority.
- 20. General 20.1 Subject to consumer guarantees set out in Division Lof Part 3-2 of Schedule 2 of the Australian Consumer Law and to the extent otherwise permitted by law (a) without limiting any other provision of these Rules, you agree to release and forever discharge Rosebud Hotel and its Associated Persons from any Claim arising in connection with the Program, Promotions, Prizes, Points, Rewards and Third Party Offers, including (without limitation) any errors or admissions (including negligence) in representations, information, publications or advertisements directly or indirectly pertaining to the Program, Promotions, Prizes, Points, Rewards or Third Party Offers; (b) all express and implied warranties (whether statutory or otherwise) relating in any way to the subject matter of these Rules (including, without limitation, in connection with the operation of the Program, Promotions, Prizes, Points and Rewards and any goods or services obtained by you in respect of Third Party Offers) are excluded by Rosebud Hotel: (c) Rosebud Hotel has no liability for any Claim by or against you, directly or indirectly, in connection with your membership of the Program, Promotions entered into, Prizes won, Points received, Rewards redeemed or your use of Third Party Offers and you release and discharge, and continue to release and discharge, Rosebud Hotel from any and all liability for any such Claim; and (d) Rosebud Hotel will use reasonable endeavours to transmit notices and other relevant information to you whether via the Kiosk, the Website or by other means, but Rosebud Hotel will not be liable to you for any failure to do so. Although reasonable efforts will be made to ensure that information provided to you is correct, Rosebud Hotel will not be liable to you as a result of any inaccuracy contained in the Program, the Rules and any notices or information. 20.2 Decisions made by Rosebud Hotel in relation to membership and/or the administration of the Program are final and no correspondence will be entered into. 20.3 Any tax assessment or other government charge or liability or reporting requirement in relation to your participation in the Program. Promotions, receipt of prize, and the receipt or redemption of Points or the receipt of any Rewards is your sole responsibility, 20.4 If any part of the Rules is at any time illegal, invalid or unenforceable then it will be viewed to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from the Rules and the remainder of the Rules will continue to have full force and effect. 20.5 These Rules and the Program itself are governed by the laws of the state of Victoria.
- 21. Definitions In these Rules: 'Act' means the Gambling Regulations Act 2003 (Vic) as amended from time to time 'Associated Persons' means the directors, employees (whether full-time, part-time or casual), Related bodies Corporate, agents, contractors, advisors and the Venue Operator, respectively, (as is applicable). 'Australian Consumer Law' has the meaning given that term in the Competition and Consumer Act 2010 (Cth). 'Card' means the card validly issued by the Venue Operator to you in relation to your membership of the Program at Rosebud Hotel and upon which Points are recorded (and includes any temporary Card(s) issued to you), 'Claim' means any loss, cost, claim, liability, demand or damages; 'Gaming Machine' has the same meaning as in the Act: 'Klosk' means klosks situated at the Venue which accept the Card: 'Permitted Purposes' means the purposes specified in paragraph 18.3 Personal Information' means any information or opinion (irrespective of the medium in which this is stored or kept) about you, whether true or not, from which your identity can be reasonably ascertained, including without limitation: (a) Details in relation to your patronage of the Venue; (b) Details in relation to Points that you have earned; (c) Details in relation to requests you have made for Rewards (and the outcome of those requests); and (d) Your personal details such as name, address, phone numbers, email addresses and date of birth and any other information provided in your membership application form: 'Player Activity Statement' means an activity statement in accordance with the requirements under the Act that provides you with information about your membership of the Program and relating to occasions where you have used your Card while playing Gaming Machines: 'Points' means points awarded by the Venue Operator to you when you visit the Venue and Present your Card at a Kiosk, or earned during Gaming Machine play when your card is inserted in the Gaming Machine, or awarded to you when you purchase other goods and services at the Venue such as food and beverage, 'Present' means, in relation to a Card, to insert, swipe, touch or otherwise interface and exchange data between the Card and a Kiosk, a Gaming Machine or one of the Venue's point of sale locations. 'Prize' means a prize, consisting of money, goods, additional Points or some other benefit, awarded by the Venue Operator to you as: (a) part of a Venue Promotion, in which case the prize awarded shall be at the Venue Operator's sole discretion. 'Promotion' means a Venue Promotion, as the context requires. 'Related Body Corporate' has the meaning given to it in the Corporations Act 2001 (Cth). 'Representation' means a clear, explicit statement that is made in writing.' Rewards' means benefits, facilities, goods and services and arrangements (excluding gaming products and services) which may, from time to time, be offered or provided to you by the Venue Operator in exchange for Points that you earned at the Venue, in accordance with these Rules. 'Rules' means these rules (being the rules of the Program) and any amendments, additions or replacements made from time to time by the Venue Operator in its absolute and sole discretion. 'Third Party Offers' means offers of goods or services which may from time to time be offered or provided to you by third parties via the Website, the Kiosk and/or the Program promotional material, and which are not provided in exchange for Points and which may be free or provided in exchange for payment (and may include, without limitation, discount programs). Venue Promotion means a promotion that is based on a game of skill with no element of chance developed by the Venue Operator for the purpose of enabling members to potentially be awarded Prizes by the Venue Operator. You' or 'you' means a person who is eligible for membership of the Program and who is accepted as a member of the Program at the Venue and whose membership has not been cancelled or terminated. 'Website' means the website at which these Bules can be found as notified by the venue Operator
- 22. Venue Operator details Rosebud Hotel, 1099 Point Nepean Rd, Rosebud, VIC 3939.