

Mosaic Hotel Membership and Loyalty Program

Terms and Conditions

1. GLOSSARY OF TERMS

“**App**” means the mobile application downloaded from either the App Store or Google Play that is used to earn and redeem points on eligible purchases at Mosaic Hotel.

“**Card**” means the membership card issued to a Member that incorporates the Mosaic Hotel Loyalty system and carries the Mosaic Hotel logos. A Card must be requested by a Member who wishes to use gaming machines at Mosaic Hotel.

“**Conditions**” and “**Terms & Conditions**” mean the terms and conditions contained in this document.

“**Inactivity**” means no transaction recorded on the Member account for 12 months.

“**Member**” means the person whose details appear on the application form or who has signed up via the App.

“**Point**” means a Mosaic Hotel Loyalty Point issued or redeemed in connection with the Mosaic Hotel Membership and Loyalty Program.

“**Status Point**” means a measurement used to determine a Member’s eligibility for membership tiers, where a tiering program is offered. Status Points are not redeemable for cash and are non-transferable.

“Promotional Activities” means activities by which a Member may accrue loyalty Points, other benefits and/or entry into a prize draw, including promotions conducted under these Terms and Conditions, any published promotion rules and any approval requirements that apply.

“**Mosaic Hotel Membership and Loyalty Program**” or “**Program**” means the membership-based loyalty program operated by Mosaic Hotel or its authorised representatives. The Program allows Members to collect Mosaic Hotel Points and participate in promotional activities by purchasing goods and services, using their Card or App, and redeeming Mosaic Hotel Points or receiving other rewards in accordance with these Terms and Conditions.

“**Redeem**” means to exchange Points for a reward or offer.

“**Turnover**” means total dollars bet from the credit meter of a gaming machine.

“**You**” means the Member who completed the Mosaic Hotel membership application form, signed up via the App, or otherwise uses Mosaic Hotel Loyalty.

“**We**”, “**Us**”, “**Our**” and “**Ours**” means Mosaic Hotel Loyalty.

“**Player Activity Statement**” or “**PAS**” means a statement that details a Member’s gaming activity for a specified period in which gaming activity has taken place.

2. GENERAL

2.1. These Terms and Conditions may be changed or varied at any time by Mosaic Hotel without notice and/or without assigning any reason. Mosaic Hotel may also change, at any time without notice, any matter connected to the Program, including but not limited to:

- **accrual rates for earning Points**
- **the means by which Points may be accrued**
- **Points required to qualify for a particular reward**
- **rewards offered in connection with the Program**
- **requirements for membership categories or tiers**

- **eligibility ages**
- **participants**

Note: Any changes or variations to these Terms and Conditions will not be applied retrospectively and will take effect from the date of commencement of the change.

2.2. The App or Card may be used only by the Member and in accordance with these Terms and Conditions.

2.3. Any changes will be published on the Mosaic Hotel website. The Terms and Conditions will also be available on premises at Mosaic Hotel, 37 Turner Drive, West Lakes SA 5021.

2.4. Mosaic Hotel reserves the right to terminate the Program at any time. Upon termination, Members will have three months, or such longer period as Mosaic Hotel may specify, from the date of notice of termination to accrue and redeem Points. At the end of the relevant period, all unredeemed Points will expire.

2.5. First use of the App or Card by a Member means that the Member has read, understood and accepted these Terms and Conditions, together with any rules, policies and procedures that may be adopted by Mosaic Hotel Loyalty from time to time. The Member also confirms their eligibility for membership and agrees to promptly advise Mosaic Hotel of any change to their address or other personal details.

2.6. Mosaic Hotel is not liable for any loss or damage suffered, including but not limited to direct, indirect or consequential loss, or for personal injury suffered or sustained by a Member as a result of membership of the Program, except for any liability that cannot be excluded by law.

2.7. Mosaic Hotel's decision on all matters relating to the Program, including but not limited to the distribution of rewards, is final and binding and no correspondence will be entered into.

3. MEMBERSHIP

3.1. Membership of the Program provides Members with the opportunity to participate in promotions and accumulate Points for the purchase or use of eligible goods and services.

3.2. Where Mosaic Hotel offers membership tiers, current tier names, tier benefits, Status Point earning methods, Status Point assessment periods, promotional offers and any applicable Member benefits will be published on the Mosaic Hotel website and may be updated from time to time. These published details form part of the Program information and must remain consistent with these Terms and Conditions and the Gaming Machines Gambling Code of Practice. Members should refer to <https://mosaichotel.com.au/mosaic-members/> for the current tiering information and Status Point details.

3.3. Membership of Mosaic Hotel Loyalty is free.

3.4. A person may not hold more than one Mosaic Hotel Loyalty membership.

3.5. Membership is available to employees and immediate family members of Mosaic Hotel affiliated companies or agencies, including employees at venues associated with this Program. Employees and immediate family members may participate in the Program to earn Points and receive eligible food and beverage discounts or benefits. However, employees and immediate family members are not eligible to participate in trade promotion lotteries, random draws, kiosk chance-based promotions, barrel draws, or any other promotion where chance plays a part in determining the winner or recipient of a prize or benefit. Access to particular discounts, bonus offerings, competitions or promotions may be varied or excluded at Mosaic Hotel's discretion and/or where required by law, regulation, the Gaming Machines Gambling Code of Practice, or any approval condition.

3.6. Any person over the age of 18 years may apply to become a Member by completing an application form at Mosaic Hotel or by signing up via the App.

3.7. On completion of a membership application, either via the App or application form, the membership will be activated. Where a physical form is used, a Card will be issued. Mosaic Hotel will determine the manner of delivery for a Card to a Member at its absolute discretion. Mosaic Hotel will not be responsible for any

loss suffered by a Member due to non-delivery of a Card, provided that Mosaic Hotel addressed the delivery to the address provided by the Member.

3.8. A Member may use the App or Card at Mosaic Hotel immediately upon receipt to earn Points. The \$5 new member sign-up bonus will be available 24 hours after joining.

3.9. Mosaic Hotel reserves the right to refuse any application for membership or terminate a membership at any time, for any reason and at its sole discretion, including without limitation if a Member has breached or has been barred under the Liquor Licensing Act or Gaming Machines Act, as amended from time to time. If membership is terminated, all accumulated Points or benefits above the minimum redeemable value will be available for redemption for seven days.

3.10. The Card remains the property of Mosaic Hotel and must be returned upon request.

3.11. A person may not hold more than one Card.

3.12. Members must notify Mosaic Hotel immediately if their Card is lost or stolen.

3.13. Mosaic Hotel accepts no responsibility for fraudulent use of lost or stolen Cards.

3.14. Mosaic Hotel reserves the right to cancel a membership after 12 months of Inactivity. If a membership is cancelled for Inactivity, the Member will lose any accumulated Points or benefits.

3.15. The Mosaic Hotel Loyalty Program will provide Player Activity Statements to Members at least every quarter. Members will receive a Player Activity Statement where they have had any Turnover in the nominated period. Player Activity Statements include, as a minimum, the total amount spent, the total amount won, and the overall net win or loss result.

3.16. Player Activity Statements will first be sent by email to the Member's nominated email address. If a Member does not have an email address, the statement will be set to "Collect in Venue" and the Member will need to visit the cashier to have the PAS printed. If the PAS has not been emailed or collected between the 1st and 7th day of the new quarter, the membership will be paused. The membership will remain paused until the Member collects their printed statement from the cashier. Once the statement has been printed, the membership will be reactivated and any outstanding statements will be printed.

3.17. The death or bankruptcy of a Member will result in cancellation of membership and forfeiture of all accumulated Points.

3.18. Any fraud, misuse of the App or Card, improper conduct as determined by Mosaic Hotel in its absolute discretion, or breach of these Terms and Conditions may result in Mosaic Hotel taking appropriate action. This may include cancellation of membership and forfeiture of the Card and any Points.

4. POINTS

4.1. Points are not transferable. Points may only be redeemed by the Member who has earned them and proof of identification may be required.

4.2. All Points are redeemed on a first earned, first redeemed basis.

4.3. In addition to deductions for redemptions, Mosaic Hotel will deduct from the Points balance any Points credited in error and any Points relating to a transaction that is cancelled or reversed or where a refund is given.

4.4. If there are insufficient Points on a Member's account, the Member may be required to pay for any Points issued at the time of the transaction for which the refund is being sought.

4.5. Members may check their Mosaic Hotel Points balance via the App, at the Member kiosk, or with the cashier at Mosaic Hotel.

4.6. Mosaic Hotel Points are available for redemption for a period of 12 months from the date earned. Mosaic Hotel reserves the right to expire Points older than 12 months if they have not been redeemed.

4.7. Points issued first will be the first to be redeemed.

5. EARNING POINTS

5.1. It is the responsibility of the Member to present their App or Card at the time of ordering, purchasing or participating in gaming. To earn Points, the Member must present their App or Card before the relevant transaction is completed.

5.2. From time to time, Mosaic Hotel may conduct Member promotions, including bonus Point offers, Member draws, kiosk promotions, tier-based offers, rewards, benefits and other promotional activities. All promotions will be conducted in accordance with these Terms and Conditions, any published promotion rules, the Gaming Machines Gambling Code of Practice and any approval required from Consumer and Business Services.

5.3. Mosaic Hotel Points may be credited to a Member's account for promotional and incentive programs, including promotional activities offered by Mosaic Hotel from time to time. Mosaic Hotel will determine which goods or services qualify for promotional activities and the number of Points that will be credited for such purchases.

5.4. Members may earn Points on eligible food, beverage and retail purchases as determined by Mosaic Hotel from time to time.

5.5. Mosaic Hotel is not responsible and will not accept any liability for App, Card or system failure, or for a Member not presenting or incorrectly presenting their Card or App at the point of sale. Mosaic Hotel is not obliged to provide Points in any of these circumstances.

5.6. Any Points credited in error will be deducted by Mosaic Hotel.

5.7. Any Points accrued for any purchase or money spent that is later reimbursed or refunded will be deducted from the Member's Points balance.

5.8. Mosaic Hotel has sole discretion to determine which transactions, goods, services or activities qualify for earning Points, the number of Points issued, and the rewards offered in various parts of the venue.

5.9. Points cannot be sold, transferred, pooled or otherwise dealt with except in accordance with these Terms and Conditions.

5.10. A Card must be used in gaming machines at Mosaic Hotel to accumulate Mosaic Hotel Points or enter other promotional activities associated with gaming. App-based Members may request a free Card from gaming staff at any time.

5.11. Points credited to a Mosaic Hotel account as a result of playing gaming machines can be redeemed for goods or services, or for cash at Mosaic Hotel only. Card holders may also be offered entry into promotional activities through the playing of gaming machines.

5.12. Members participating in gaming machine operations with a valid membership Card accumulate Mosaic Hotel Points at a minimum of 0.5% of their respective gaming Turnover.

5.13. Mosaic Hotel may, at its discretion, offer further promotional Mosaic Hotel Points for participation in gaming operations or other eligible Program activities. Such promotions may include, but are not limited to, bonus Point offers, tier-based offers, Member-only rewards, random promotional Member draws, kiosk promotions and other promotional activities. Where a promotion requires a Member's Card to be inserted or presented at the time of the promotion, the Member must do so to be eligible. The purpose of these promotions is to reward existing Members and they will be operated in accordance with these Terms and Conditions, any published promotion rules, the Gaming Machines Gambling Code of Practice and any approval conditions that apply.

5.14. Subject to the eligibility restrictions in these Terms and Conditions, including clause 3.5, Mosaic Hotel may also run promotions from the Member kiosk. A Card holder may randomly win Points based on a successful Card swipe. These promotions may be available to eligible Members, including non-gaming Members and gaming Members. The kiosk may also be used to award tickets for a Members-only draw. The Members-only draw prize may be available to eligible Members to win, including non-gaming Members and gaming Members. These prizes do not require spending money in Mosaic Hotel's gaming lounge to qualify.

5.15. Current details of membership benefits, promotional offers, earning opportunities, tier names, tier benefits, Status Point earning methods, Status Point assessment periods and any tiering program are available on the Mosaic Hotel website at <https://mosaichotel.com.au/mosaic-members/>. Mosaic Hotel may update those published details from time to time, provided they remain consistent with these Terms and Conditions, the Gaming Machines Gambling Code of Practice and any applicable approval requirements.

5.16. Where Mosaic Hotel chooses to run a trade promotion, chance-based promotion, or other promotional activity that is not covered by these Terms and Conditions or requires separate approval, Mosaic Hotel will obtain any required approval before conducting the promotion. Any such promotion will be subject to separate published promotion rules where required and will be conducted in accordance with the Gaming Machines Gambling Code of Practice and any approval issued by Consumer and Business Services.

6. REDEMPTION OF POINTS

6.1. Points are not transferable. Points may only be redeemed by the Member who has earned them and proof of identification may be required.

6.2. Members must present their Card or App to redeem Points from their account.

6.3. When a Member has accumulated sufficient Mosaic Hotel Points on their account, they may request to redeem those Points.

6.4. The minimum cash redemption value is \$5.00 and the minimum redemption value for all other redemptions is \$1.00.

6.5. Redemption of Mosaic Hotel Points can occur at Mosaic Hotel only.

6.6. Upon acceptance of any reward or offer, the number of Points attributed to that reward or offer will be deducted from the Member's balance.

6.7. Mosaic Hotel may set a minimum redeemable value, and this may vary for different goods or services. Points may be redeemed for goods purchased, or as part payment for goods or services, on production of the Member's App or Card.

6.8. The value of a single Point when redeemed for cash is \$0.01.

6.9. The number of Points redeemed at the Member's request will be deducted from the Points balance on the membership.

6.10. Mosaic Hotel may, at any time without notice to participants, alter the number of Points required to obtain a particular reward or offer.

6.11. Mosaic Hotel gives no warranty, whether express or implied, with respect to offers provided under this Program, other than warranties provided by the manufacturer of such rewards or offers.

6.12. Rewards and offers are subject to availability and substitution may be necessary.

6.13. Mosaic Hotel will not be liable for the non-receipt of a reward or offer.

6.14. Should a reward or offer arrive damaged or faulty, the Member must notify Mosaic Hotel within three days of receipt and provide full details, including the name of the carrier. It is advisable to sign for an unopened package as "unexamined".

6.15. Any tax, liability or duty arising from participation in the Program is the Member's responsibility.

7. OTHER BENEFITS OF MEMBERSHIP

7.1. Member-only events

Mosaic Hotel may schedule member-only events at selected times. Members will be advised of scheduled events via one or more communication channels, which may include push notifications, point of sale, direct mail, electronic mail or SMS. Members may be required to show a valid membership to access special events.

Special offers at scheduled events are available exclusively to Mosaic Hotel Members and may include free finger food, non-alcoholic beverages and refreshments of nominal value.

8. PRIVACY STATEMENT

Mosaic Hotel respects your privacy and complies with the National Privacy Principles and Privacy Act 1988. Unless you give us explicit consent to act otherwise, the following policy will govern how Mosaic Hotel handles your personal information and safeguards your privacy.

Our Commitment

Mosaic Hotel is committed to complying with the Privacy Act 1988 and the National Principles for the fair handling of personal information developed by the Australian Federal Privacy Commissioner.

What Information Do We Collect and How Will We Use It?

Certain personal information is collected when you contact us or join the Program, including but not limited to your name, gender, date of birth, email address, mobile phone number, address, interests, responses and feedback.

We use your personal information to:

- **administer and manage the Mosaic Hotel Loyalty system**
- **respond to any query raised by you or any participant in the Mosaic Hotel Loyalty system**
- **facilitate our internal business operations, including fulfilment of legal requirements and confidential systems maintenance and testing**

By joining the Mosaic Hotel Membership and Loyalty Program, you may receive emails, push notifications, posted mail or SMS messages from us to inform you of upcoming events and special offers that may be of interest to you.

You can opt out of this communication at any time by contacting us at hello@mosaichotel.com.au.

Your information will be held in the strictest confidence. Mosaic Hotel will not disclose, share or sell any personal information about you to any third party. However, in some circumstances, we may disclose your information to our contractors and service providers, but only to the extent necessary to operate our business or provide you with the products and/or services you have requested. We require these organisations to agree to our Privacy Policy and to strict conditions governing how your personal information may be used.

Security of Personal Information

We will make all reasonable endeavours to protect your personal information securely against unauthorised use and access. Your personal information will be recorded, amended and used only by authorised persons who are required to keep your information confidential.

Checking and Updating Your Information

You are welcome to request details of the personal information that we hold about you. To do so, please contact our Privacy Officer. We may require personal identification before providing you with details. If you wish to update or change the personal information we hold about you, please contact our Privacy Officer. We may require up to 30 days to update our records.

Unsubscribe

You can opt out of receiving contact from us at any stage by writing to us at 37 Turner Drive, West Lakes SA 5021, contacting Mosaic Hotel on (08) 8244 3244, or emailing hello@mosaichotel.com.au.

Privacy Officer

If you have any questions regarding this privacy policy, you may contact our Privacy Officer by calling (08) 8244 3244, writing to "Loyalty Privacy Information", Mosaic Hotel, 37 Turner Drive, West Lakes SA 5021, or emailing hello@mosaichotel.com.au.

Changes to the Privacy Statement

Mosaic Hotel is committed to complying with any laws introduced to strengthen the protection of privacy. Our Privacy Statement will be reviewed and may be revised from time to time.

We reserve the right to change our privacy policy at any time and notify you by posting an updated version of the Privacy Policy on our website. Any changes to our Privacy Policy will be deemed to take effect on the date the changes are posted to our website.

We encourage you to regularly review these policies at <https://mosaichotel.com.au/terms-and-conditions/>.

Further Information on Privacy

For further information about privacy issues and the protection of privacy, visit the Office of the Australian Information Commissioner's website at <https://www.oaic.gov.au/>.