

ORION STARS TERMS AND CONDITIONS

Membership

1. ORION STARS is offered by The Orion Hotel property – Golden Ale Pty Ltd ("The Orion Hotel property, we or us").
2. Joining ORION STARS is free.
3. To apply, proposed Members are required to complete an application in the form approved and provided by The Orion Hotel property which will require that proposed Member to submit appropriate identification. A limit of one membership per person applies. Only eligible persons may join.
4. An application to become a member, ongoing participation in ORION STARS, redemption of benefits by a member or activation or use of a Cashless Wagering account constitutes acceptance by that Member of the Terms (as defined below). A person's membership is effective from the time and date we accept their application to become a member.
5. Membership and levels of membership ("tiers") are granted at the discretion of The Orion Hotel. Members may qualify for tiers based on the number of ORION STARS tier points earned or such other variables as determined by us. Members' tiers are reviewed periodically by us and may be adjusted on prior notice to you.
6. Membership does not give you right of entry to all or any part of The Orion Hotel property.
7. You must abide by the conditions of entry to our gaming room as displayed at the entry to that room, as varied by us from time to time, and comply with any directions in relation to activating your access to our rooms.

Eligibility

8. Membership with ORION STARS is only available to individuals aged 18 years or over.
9. Membership is granted and maintained at the sole and absolute discretion of The Orion Hotel
10. Golden Ale Pty Ltd employees and employees of its related bodies corporate are not eligible to join ORION STARS.
11. Excluded Persons are not eligible to become a member.

The ORION STARS Terms

12. ORION STARS terms – these terms, ORION STARS brochures and promotional material included on ORION STARS and The Orion Hotel property websites & kiosks, premises terms of entry, guidelines and codes of conduct as issued by Orion Hotel properties from time to time ("Terms") govern your membership with ORION STARS. The latest version of the Terms are available at The Orion Hotel property, on our website at orionhotel.com.au ("our website") In the event of any inconsistency, the latest version of ORION STARS membership terms and conditions contained on our website prevail to the extent of the inconsistency.
13. The Terms (including benefits) may be changed at any time by The Orion Hotel. Updated information will be available at The Orion Hotel and on the T&Cs on our website.

14. Subject to clause 15, The Orion Hotel will use its best endeavours to provide notice to Members of any changes to the Terms where there is a material adverse effect on Members or advise from regularity authorities.

15. Prior notice may not be given if we are required to make changes to act legally or in accordance with the requirements of a government authority, and the way in which we provide notice may be limited by law or the requirements of a government authority.

16. It is the Member's responsibility to ensure they keep up to date with the Terms.

Cards, Tiers and Benefits

17. The way you can earn, receive and redeem loyalty points at The Orion Hotel varies, and we may partner with others to provide benefits. For details see The Orion Hotel or our website. Loyalty points currently include Tier Points but may change in accordance with these Terms.

18. Membership cards always remain our property and must be returned to us upon our request.

19. A membership card is issued for your personal use only and is strictly non-transferable. You must not lend or share your card at any time, for any reason.

19(b) Any extra promotional offers to various tiers are strictly for that member only and cannot be shared with multiple guests (Members included)

20. We reserve the right to charge a fee for replacement membership cards.

21. We reserve the right to place a cap on the number of loyalty points earned by any individual Member.

22. You are responsible for keeping your membership card secure as use of loyalty points, other Member benefits, at all times, your responsibility including where there is misuse of your card or if your card is lost or stolen.

24. You must promptly notify us of changes in your details, of any lost, stolen or malfunctioning membership card or any unauthorised use of your membership card. Membership cards that are reported as being lost, stolen, misused or malfunctioning will be suspended to restrict further use and we will make arrangements with you for the issue of a replacement membership card. You may be required to confirm details of the loss, theft, misuse or malfunction in writing (and to provide particular information in the confirmation) and you must comply with this requirement.

25. If any lost or stolen membership card is subsequently found it must not be used and must be returned to The Orion Hotel.

26. You must not interfere with any magnetic stripe or integrated circuit on your ORION STARS membership card or unnecessarily disclose your membership number to anyone.

27. You are responsible for your loyalty points, other Member benefits, including observing any expiry periods and any taxation consequences.

28. You will be solely liable for, and The Orion Hotel disclaim against, any and all liability for any loss that you may suffer as a result from any unauthorised use of your membership card, loyalty points or other Member benefits.

29. We may adjust your loyalty points, benefits or tier or we may cancel your membership if you misuse your card, loyalty points, benefits or casino facilities or allow or enable someone else to do so.

30. We may adjust your loyalty points and other Member benefits if they incorrectly accrue in your favour or on the suspension, cancellation or termination of your membership. Loyalty points will also expire as follows:

(a) Bonus Points will expire on the 30th of June each year, you will be notified 2 months, then 1 month and finally 2 weeks to remind card members to use their points. Ratings points are reviewed on the first of every month (auto thru Max Gaming)

(b) Birthday offers bring 3 guests they buy any meal \$20+ and Orion Hotel will buy you a meal to the Value of \$30. You will have 7 days from DOB to use this offer.

(c) Member food vouchers only to the voucher price, excess cost is at non-member pricing. EG member voucher \$25 food ordered price \$28, extra \$3 is paid at non-member pricing.

(d) Triple Point Wednesday 4-9pm gaming members only. Insert your card and collect triple points while playing.

(e) 15% off Total bill (Food & beverage only) Monday- Wednesday Lunch 11.30am - 2.30pm Dinner 5pm-7pm. Full menu only.

(f) Free Uber benefit is strictly as per offer for selected tiers only, Management can change or stop this offer at any time.

(g) Visitation points are strictly as per offer (see benefit poster)

(h) Christmas gifts are for selected tiers and are at management discretion to value.

(I) Members party is by invitation only.

(j) Member discounts may change at Management discretion, notification to members.

K Marketing material from Orion Hotel or our associated partners will be sent to members through various media e.g., SMS – EDM etc.

L To become a member you must agree to receive marketing material.

(All items A-L can be changed by Orion Hotel at any time, members will be notified where possible.)

31. Despite our best efforts, we may sometimes experience technical malfunctions and errors outside of our control. If we do, we will not be liable for the consequences to your membership and may adjust incorrectly accrued loyalty points, benefits and tier changes at our discretion.

32. The ORION STARS membership, cards, loyalty points and any other benefits and privileges are not transferable and cannot be used by any person other than the Member named on the card.

32(a) Complimentary Ride Share is strictly as per Advertising Material.

33. Subject to clauses 111 and 114, The ORION STARS membership, cards, loyalty points, tier status and any other Member benefits and privileges will lapse on a member's death or that Member becoming an Excluded Person.

34. Loyalty points and any other Member benefits and privileges cannot be used in conjunction with other discount programs or offers, unless otherwise specified by us.

Redemption of points for cash

35. Any points that may be able to be redeemed by a member will be provided only for goods and services (food and drink). Points for cash redemption are only available from the gaming room for gaming patrons only and are not available via collection from bar, function, food, promotions, events purchases.

36. The general terms and conditions for points redemption is available at The Orion Hotel and on request.

Gifting of Products through Kiosks.

37. The way in which Members can be awarded and claim gifts at The Orion Hotel varies, and we may partner with others to provide ORION STARS Gifts..

38. The Orion Hotel provide Members with the opportunity to be awarded and claim, as a gift, certain Products which are known as Gifts.

39. The Products available for Members to claim shall be at our discretion and may depend upon the tier status and number of loyalty points of that Member.

40. The Orion Hotel will only accept an order for a Gift from the Member that has been awarded that Gift, provided that such Member is then a current Member whose membership has not been terminated or suspended and is not otherwise an Excluded Person. Members will be required to provide membership details.

41. All Gifts are subject to availability, as ORION STARS Gifts may become unavailable before a member's order is processed or may become subsequently unavailable before an order and delivery is completed.

42. Where an ORION STARS Gift becomes unavailable, we will endeavour to supply a substitute ORION STARS Gift of comparable value, nature and quality to that ordered. The Member's consent will be obtained for a substitute ORION STARS Gift.

43. Restrictions and special conditions may apply to ORION STARS Gifts and such Gifts are subject to the terms upon which a supplier makes the corresponding Product available to Members.

44. We may at any time, without liability or prior notice to Members:

(a) withdraw, limit, modify, cancel, increase or decrease the availability of a Product being offered as a Gift or the advertised terms of offer for any Product; and

(b) impose additional restrictions on a Product or conditions for obtaining an ORION STARS Gift.

45. ORION STARS Gifts claimed though Orion Hotel kiosk:

(a) cannot be used in conjunction with other discount programs, offers or special events; and members discounts cannot be applied.

(b) are not transferable, unless otherwise specified

(c) any Gifts from kiosk that are redeemed on premise (i.e., food or drink offers cannot be taken off premise)

46. Without limiting the application of clause 48, non-merchandised ORION STARS Gifts (for example, and without limitation, services, experiences, flights, cruises, holidays, accommodation, restaurants) are conditional upon that Member utilising that non-merchandised Product(s) and such non-merchandised Product(s) may not be used by any person other than that Member, unless otherwise expressly specified in the offer. Where the non-merchandised Gift(s) relates to a group booking or activity, the Member who ordered such Gift must be a member of that group and participate in the utilisation of that Gift, unless otherwise expressly specified in the offer.

47. Unless the terms of use of a particular Gift provide otherwise, all Gifts in the form of gift cards:

(a) are to be redeemed with the reward provider specified on the gift card; and

(b) must be redeemed by the expiry date shown on the gift card. A gift card cannot be used after that time and a Member will not be reimbursed or re-credited any amount in circumstances where a Member does not use a gift card prior to its expiry date.

48. With regard to Gifts involving travel, Members and accompanying guests are solely responsible for obtaining their own travel insurance and compliance with all applicable government border requirements, including all visa, passport, health regulations and other entry/exit requirements of the places to which they are travelling or transiting through (this includes making enquiries of consulates or embassies of those countries prior to ordering a travel related Product and again prior to travel).

Claiming Gifts

49. Subject to a Member being entitled to claim an awarded Gift, such Gift can be claimed through the gaming kiosk.

50. Members claim Gifts at their own discretion. We do not give any warranty or make any representation in relation to the underlying value of any Gift (other than the face value of gift cards denominated in Australian Dollars).

51. Without limiting a Member's rights under the Australian Consumer Law, once a Member has submitted a claim for an awarded Gift through a gaming kiosk it cannot be cancelled or amended by the Member or exchanged by the Member for different Gift(s).

52. We shall not be liable in any way for any Gifts which are unavailable as a result of a technical malfunction, operator fault, misrepresentation for which we are not responsible or any other reason outside of our control.

53. All money amounts quoted for Gifts:

(a) are in Australian Dollars (AUD) and include Goods & Services Tax (GST) where applicable.

(b) are exclusive of credit and debit card service fees; and

(c) include delivery charges, unless otherwise stated.

54. Title and risk in all awarded Gifts that are claimed by a Member through the gaming kiosk pass to that Member upon that Member taking delivery.

Partner Products

55. From time to time we may partner with third party suppliers and manufacturers unrelated to The Orion Hotel ('Partners') who are able to provide Partner Products to Members as Gifts.

56. Claiming an awarded Gift that is a Partner Product by a Member through a gaming kiosk amounts to a request by a Member to us to manage the process under which a Partner is directed by us or our contractors to supply a Partner Product as a Gift to that Member. We supply the opportunity for Members to obtain a Partner Product as a Gift from Partners and our obligations are limited to procuring that opportunity.

57. Members should ensure that they are familiar with and understand the terms and conditions applied by Partners in respect of Partner Products before claiming any awarded Gift through a gaming kiosk that is a Partner Product.

58. Partner Products are not manufactured or supplied by us and we make no commitments regarding the availability of particular Partner Products to be supplied to Members. Without limitation, we cannot guarantee the availability of particular Partner Products to meet any order.

59. Warranties, if any, in relation to Partner Products are provided by the third-party supplier or manufacturer of those Partner Products and not us. To the extent permitted by law, we do not accept liability for defects in quality or condition of goods and make no claims or warranties as to the delivery of Partner Products.

60. Should a Member have any claim regarding the quantity, quality or otherwise of a Gift that is a Partner Product, the Member should direct that claim to the supplier or manufacturer of that Partner Product in accordance with the warranty information provided (if applicable).

61. Any contracts we have with Partners in relation to Partner Products are personal to us and are not for the benefit of, or enforceable by, Members.

Returns Policy

62. Member's rights under this Returns Policy (clauses 71 to 76 inclusive) are in addition to any other rights they may have under the Australian Consumer Law or other consumer laws. Nothing in this Returns Policy excludes, restricts or modifies any such rights.

63. Members must notify us within seven business days of delivery of any Gifts claimed through our gaming kiosk which are faulty, damaged or unfit for use.

64. A Product will not be accepted for exchange or for a reimbursement of any kind under this Returns Policy:

- (a) unless first authorised for return by us; or
- (b) as a result of the Member changing their mind.

65. If we replace a Product, we will dispatch replacement items at no further cost to the Member.

66. No partial refund will be provided for a Product.

67. We do not accept returns of Partner Products and any return of Partner Products is subject to that Partner's own returns policy.

Ending Membership and ORION STARS Program

68. You do not need to be a Member of ORION STARS to use facilities at The Orion Hotel

69. You may end your membership at any time at no charge, including if you do not agree to any changes made to ORION STARS program, including its terms and benefits. We ask that you return your membership card to The Orion Hotel when ending your membership.

70. Subject to clauses 111 and 114, upon ending your membership, all loyalty points, and benefits (including any entitlement to Gifts) are immediately forfeited.

71. The Orion Hotel may end your membership, your Cashless Wagering account or limit your participation in any or all benefits (including cancelling loyalty points):

- (a) immediately if:
 - i. you commit a material breach of the Terms or any other terms for the services (including game rules) of The Orion Hotel.

- ii. you have had a cheque payable to The Orion Hotel returned by your financial institution.
 - iii. you are no longer permitted to enter any part of any of The Orion Hotel property, including if you have been asked to leave or refused entry to any part of any of The Orion Hotel, or if any of The Orion Hotel withdraws your licence or denies you a licence to enter or remain in or on any part of any of The Orion Hotel property.
 - iv. you have been excluded from any of The Orion Hotel property (in whole or part).
 - v. you are dishonest or offensive or you bring (or through your conduct are likely to bring) any of The Orion Hotel property or ORION STARS into ridicule or disrepute as considered by any of The Orion Hotel property acting reasonably; or
 - vi. we are required to do so in order to act legally or in accordance with the requirements of a government authority,
- (b) otherwise on reasonable notice and acting reasonably.

72. Subject to clauses 111 and 114, if your membership is cancelled or otherwise comes to an end, your loyalty points and accrued benefits will be available for use during any notice period but will be forfeited from the date your membership ends.

73. If the Orion Hotel ends or limits your participation in any or all benefits there is no requirement for them to provide reasons, written or otherwise, for that decision or any opportunity to be heard in relation to that decision.

74. If your membership is cancelled by The Orion Hotel, your membership and benefits in respect of all of The Orion Hotel property simultaneously ceases.

75. One or more properties may also suspend or terminate ORION STARS program by providing reasonable prior notice to Members (except where we are required to do so in order to act legally or in accordance with the requirements of a government authority, when notice will not be required). If The ORION STARS ceases to operate and is not replaced by another loyalty program, Members can continue to redeem their accumulated benefits prior to the program ending where possible. Subject to clauses 111 and 114, after that time, all memberships are cancelled and all loyalty points, awarded Star Gifts and other benefits forfeited.

Anti-Money Laundering and Counter-Terrorism Financing

76. The Orion Hotel is subject to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and the rules and other subordinate instruments under the Act ("AML/CTF Laws"). The Orion Hotel is obliged to collect certain identification information from you (and verify that information) in compliance with the AML/CTF Laws. Customer identification information may include detailed 'know your customer' information about you. Where legally obliged to do so, The Orion Hotel properties will disclose information to regulatory and/or law enforcement agencies or to other third parties.

77. You must promptly notify us of any changes in your personal details supplied to The Orion Hotel

78. The Orion Hotel may, in their absolute discretion, determine whether or not to accept a member's request to redeem points.

79. Members will still be able to use the current ticket-in, ticket-out (TITO) system and cash for EGMs.

80. Membership cards are uniquely identifiable to a member and can only be linked to one account at a The Orion Hotel

Cashless Wagering

81. Members are not permitted to load funds onto their account using a credit card, direct debit or cash.

82. No interest is payable to you on any points held in any account held with The Orion Hotel and you will not be able to overdraw any such account.

Privacy

83. Information about you, including information provided on this form and about your membership will be held by The Orion Hotel. This information is collected by us for the purposes of operating The ORION STARS, promoting our products, services, promotions, events, awarding and providing Gifts and generally operating our businesses. We may disclose your personal information to our related companies and to third parties, including without limitation, social media platforms for these purposes. We may use and deal with your personal information in accordance with our Privacy Policy available at The Orion Hotel, our website at orionhotel.com.au.

84. The Orion Hotel have legal obligations to provide information to some third parties such as government gaming regulatory authorities and law enforcement agencies, as well as obligations to collect personal information under laws such as the AML/CTF Laws. We reserve the right to disclose your personal information with gaming regulatory authorities and law enforcement agencies, and you consent to such disclosure.

85. For information on how to gain access to and seek correction of your personal information, how we use your personal information, how you lodge a privacy complaint, how we deal with a privacy complaint, the circumstances in which your personal information may be disclosed overseas or other privacy matters, please see our Privacy Policy.

86. Without limiting clauses 115 to 117 inclusive, by accessing and using gaming kiosks, Members consent to us collecting and using their personal information for the purpose of:

(a) administering and operating Gifts (including but not limited to us and our existing or proposed Partners sending you an email confirmation following your redemption of Gifts);

(b) us and our existing or proposed Partners associated with Gifts providing or supplying goods and services in relation to Gifts; and

(c) administrative, planning, researching, developing, improving and promoting products or services offered by us and by existing or proposed Partners associated with Star Gifts and receiving marketing and promotional material from us or from any existing or prospective Partners associated with Gifts.

87. This personal information may be transferred to or from Australia.

Limitation of Liability

88. To the extent permitted by law, we exclude all liability whatsoever arising directly or indirectly out of these Terms or otherwise at law, for any indirect, special, economic, punitive or exemplary or consequential loss or damage suffered or incurred by a Member or any other person (including without limitation, death, injury, loss of or damage to data, loss of revenue, profits, goodwill or opportunities), arising from their use of gaming kiosks or any Product or benefit obtained through it, whether caused by our negligence or otherwise, and whether or not we were aware or should have been aware of the possibility of such loss or damage.

89. All reasonable efforts will be made to ensure that Product information provided in the catalogue of Products offered through gaming kiosks or otherwise are correct. To the extent permitted by law, we do not accept any liability for incomplete or inaccurate information. We are not responsible for the content or description of Partner Products.

90. Members and all other individuals that use gaming kiosks and/or Orion Hotel do so at their own risk.

91. We are not responsible for receipt of incorrect, inaccurate or incomplete information, either caused by:

(a) users of EGM, or by any of the equipment or programming associated or utilised with EGM or in relation to the operation of The Orion Hotel.

(b) by any technical error that may occur in the course of administration of EGMs or The Orion Hotel; or

(c) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of orders for Gifts or other Products that may be claimed on a redemption of loyalty points.

92. Except as required by law, we accept no liability of any nature in relation to Partner Products.

93. Subject to clause 126, we expressly disclaim any and all guarantees, conditions, warranties and liabilities (including for indirect, special, economic, punitive or consequential loss or damage) with respect to type, quality, standard, fitness or suitability for any purpose of any Gift claimed through gaming kiosks or any other Product received as a result of a redemption of loyalty.

94. We acknowledge that Members have certain rights under consumer guarantees in the Australian Consumer Law, and nothing in these Terms excludes, restricts or modifies:

(a) the application of any consumer guarantee in the Australian Consumer Law ('Consumer Guarantee') or any similar provision in the law of any State or Territory which cannot be excluded, restricted or modified ('Similar Provision');

(b) the exercise of any right conferred by any Consumer Guarantee or Similar Provision; or

(c) our liability under any Consumer Guarantee or Similar Provision, subject to clause 96.

95. To the full extent permitted by law, our liability under any Consumer Guarantee or Similar Provision is limited, at our discretion, to:

(a) reinstating the number of loyalty points redeemed by the Member.

(b) replacing or re-supplying a Product; or

(c) repairing the Product.

96. If gaming Products are faulty, damaged or unfit for use, or do not meet any express warranties provided by us, we will, at our option:

(a) reinstate that number of loyalty points redeemed for such gaming Product.

(b) repair the gaming Product; or

(c) arrange for a replacement.

97. We do not accept any taxation liability of Members or their employers arising from or in connection with earning, redeeming, claiming or cancelling loyalty points or Gifts. Members are responsible to pay and reimburse us for any tax liability (including any GST that may be payable), stamp duty or other duty or government charges in connection with the receipt of Gifts, a Product and/or benefits in relation to The Orion Hotel.

98. Members should note that certain redemption transactions may have tax implications, and Members should consult with their accountant or tax advisers

General

99. The Orion Hotel decisions in relation to ORION STARS are final and binding.

100. This document is governed by the laws of Queensland. Each party submits to the jurisdiction of the courts of Queensland and of any court that may hear appeals from any of those courts, for any proceedings in connection with this document.

101. To the extent that any provision in these Terms is illegal or unenforceable, it is severed without affecting the validity or enforceability of the remaining Terms.

Definitions

'Product' means Products supplied by a member of The Orion Hotel property to a member.

'Excluded Person' means a person who has been excluded or otherwise prohibited from entering The Orion Hotel property or any part thereof.

'Gifts' means Products awarded to Members of The ORION STARS program in accordance with the Terms.

'Terms' has the meaning given to that term in clause 12 of these Terms.

'The ORION STARS' means the membership program operated by The Orion Hotel properties known as 'The ORION STARS'.

'The gaming kiosks' means the service through which Members may claim Gifts awarded to them in accordance with these Terms.

'Tiers' has the meaning given to that term in clause 5 of these Terms.

'our website' has the meaning given to that term in clause 12 of these Terms.

'Partner' has the meaning given to that term in clause 64 of these Terms.

'Partner Products' means Products supplied by a Partner to a Member.

'Products' includes merchandise, products, goods, services or gift cards, ordered through gaming kiosks or a member of The Orion Hotel property in accordance with these Terms, being either Partner Products or Products.