



Lucky North® Club Loyalty Program

Terms and conditions

Definitions

"Card" means the card issued to a Member in connection with their Membership.

"Eligible Goods and Services" means the goods, services and facilities of a Service Provider, including but not limited to, bars, restaurants, hotel, resort and spa, in respect of which Mindil Beach Casino Resort has agreed (with the Service Provider) that Members will earn Points from the purchase or use of such goods, services and facilities.

"Loyalty Program" means the rewards program administered by Mindil Beach Casino Resort and called the Lucky North® Club Loyalty Program or such other name as Mindil Beach Casino Resort may determine.

"Member" means a person whose application for membership of the Loyalty Program has been accepted and who has not ceased to be a member under the terms and conditions of the Loyalty Program; and "Membership" has a corresponding meaning.

"Mindil Beach Casino Resort" or "Management" means Delaware North Darwin Casino Pty Ltd (ABN 54 009 624 417) and its successors and assigns.

"Northern Territory Liquor and Gaming Legislation" means all legislation in the Northern Territory relating to liquor and gaming, including, but not limited to *Liquor Act 2019* (NT) and *Gaming Control Act 1993* (NT).

"Participant" means a Rewards Provider or a Service Provider.

"PIN" means the personal identification number for use with a Membership Card.

"Points" means Reward Points and/or Tier Points

"Reward Points" means points that are earned by purchasing or using Eligible Goods and Services accumulated on cash transactions and can be redeemed for Rewards.

"Rewards" means the benefits, goods, services and facilities (including, without limitation, tickets and vouchers) offered from time to time under the Loyalty Program that can be obtained by a Member through the accumulation and redemption of Reward Points.

"Rewards Provider" means Mindil Beach Casino Resort and any person who has an agreement with Mindil Beach Casino Resort for Members to obtain Rewards from that person in consideration of the redemption of Reward Points.

"Service Provider" means Mindil Beach Casino Resort and any other person who has an agreement with Mindil Beach Casino Resort such that Members will earn Points for the purchase or use of Eligible Goods and Services supplied by that person.

"Tier Points" means points that are earned by purchasing or using Eligible Goods and Services accumulated on cash transactions that accumulate to determine Tier Status.

"Tier Status" means the statuses as set out in clause 10.

Membership

1. Membership is only available to individuals aged 18 years or older.
2. Employees of Mindil Beach Casino Resort, Delaware North companies, their spouses / de-facto spouses, and Members of the Department of the Attorney-General and Justice are ineligible to participate.



3. Persons excluded from Mindil Beach Casino Resort's premises under the relevant provisions of Northern Territory Gaming and Liquor Legislation are not eligible to become Members of the Lucky North® Club Loyalty Program during their period of exclusion.
4. An applicant must complete a Lucky North® Club membership application form and present valid government-issued identification bearing the applicant's name, photograph and date of birth for verification to enroll as a new member, receive replacement cards, to reset security PIN and to redeem Reward Points, offers or promotions.
5. Mindil Beach Casino Resort reserves the right to refuse any application for Membership or terminate Membership at any time for any reason at its discretion (including, without limitation, if a Member trespasses in any area at the property of a Service Provider or agrees to bar him/herself from entering the property of a Service Provider) and is not required to disclose the reason for any refusal or termination. If under this clause 5, Mindil Beach Casino Resort terminates a Membership for any reason not listed in clause 74, Mindil Beach Casino Resort shall, subject to the rules set forth, honour all Player Reward Points earned prior to any termination of the Membership.
6. Mindil Beach Casino Resort may establish, change or remove at any time different categories of Membership to which different requirements and benefits apply, including without limitation Point accrual rates, means of accruing Points and Rewards available (and changes can be retrospective). Membership and levels of Membership are determined solely at the discretion of Mindil Beach Casino Resort. Without limiting the above, the criteria for determining a member's Membership level may include the Member's play at Mindil Beach Casino Resort and purchase or use of Eligible Goods and Services of other Service Providers and may be reviewed periodically.
7. Only the person identified as the qualified participant in promotion will be eligible to claim any benefit of the Lucky North® Club or claim any promotion award.
8. Membership, a Card, Points and other benefits of the Loyalty Program are personal to a Member and cannot be transferred or assigned to any other person.
9. Mindil Beach Casino Resort reserves the right to change an individual's Membership Tier Status at any time without prior notice where the player engages in any form of undesirable behaviour as determined in Mindil Beach Casino Resort's sole discretion.
10. Mindil Beach Casino Resort evaluates Lucky North® Club Members' Tier Status based on rated play over a designated six-month period occurring twice annually between June 1 – November 30 and December 1 – May 31.
 - i. Ruby tier status is equivalent to zero (0) to 349 earned Tier Points.
 - ii. Emerald tier status is equivalent to 350 to 2,999 earned Tier Points within a designated six-month period.
 - iii. Sapphire tier status is equivalent to 3,000 to 12,499 earned Tier Points within a designated six-month period.
 - iv. Diamond tier status is equivalent to 12,500 to 29,999 earned Tier Points within a designated six-month period.
 - v. Black Diamond tier status is equivalent to 30,000 or more earned Tier Points within a designated six-month period.
11. A Member may qualify for a higher tier level on any date on which the Member earns the minimum amount of Tier Points associated with the Tier Status.



12. Upon advancement to a higher Tier Status, the Member will retain the advanced Tier Status level and the associated benefits from the point of advancement for a minimum of at least six-months and until the following tier evaluation occurs.
13. A change in Tier Status, because of tier evaluation, will go into effect beginning on the first day of the next designated six-month period at 10am.
14. On the first day of each designated six-month period, all Lucky North® Club Members' accumulated Tier Points will reset to zero (0).
15. Rewards Points and Tier Points are earned and accumulated when a Member plays with their Card properly inserted into an electronic gaming machine or presented to a dealer at a gaming table.
16. Lucky North® Club Membership is advertised to the public through property signage, public-address system announcement and promotional rules available at the Lucky North® Club in the casino and at mindilbeachcasinoresort.com.au.
17. Membership of the Loyalty Program does not give access to the benefits of any other club or facility of Mindil Beach Casino Resort and does not entitle a Member to obtain access to any area, club or facility in Mindil Beach Casino Resort. Any Member found attempting to access any such area, club or facility without permission will be deemed to be breaching these terms and conditions.
18. Without limiting clause 5, Mindil Beach Casino Resort reserves the right to revoke or deny application for the Lucky North® Club Loyalty Program if it is determined that the individual has not complied with Membership rules.
19. Without limiting clause 6, Management reserves the right to alter or cancel the Lucky North® Club Loyalty Program at any time and without prior notice, provided, however, that Mindil Beach Casino Resort shall, subject to the rules set forth, honor all Rewards Points earned prior to any alteration or cancellation of this program.

Cards & Personal Identification Number (PIN)

20. All Cards remain the property of Mindil Beach Casino Resort and must be returned on demand including on the termination or cessation of Membership.
21. A Member may only use a PIN selected by the Member. The Member must not disclose their PIN to another person (except as expressly authorised by Mindil Beach Casino Resort) for any purpose whatsoever.
22. Where a PIN has been forgotten or the Member requests Mindil Beach Casino Resort to reset their PIN, the Member must present at least one form of acceptable photo identification.
23. In the event a Card is lost or stolen, the Member must report it immediately to Mindil Beach Casino Resort management. Upon presentation of valid photo identification, a replacement Card may be issued to the Member.
24. Use or signing of a Card by a Member indicates acceptance of the rules, terms and conditions of the Loyalty Program.
25. Mindil Beach Casino Resort shall not be liable for any unauthorised redemption of Reward Points or benefits if a Card is lost or stolen or if a PIN has become known to another person.
26. Mindil Beach Casino Resort shall not be liable for any unauthorised use of a Card and the subsequent accumulation and redemption of Reward Points and other Loyalty Program benefits.
27. Mindil Beach Casino Resort may limit the number of Cards issued to any Member and will not be held responsible for lost or stolen Cards.



28. Mindil Beach Casino Resort may request a Member to select a PIN in a format specified by Mindil Beach Casino Resort and then issue that PIN to the Member.
29. Mindil Beach Casino Resort reserves the right to restrict a Member's ability to accrue Points or obtain other Loyalty Program benefits or participate in promotions.

Points & Entitlements

30. Members earn Tier Points by purchasing or using Eligible Goods and Services. A members' Tier Status will be determined by the total Tier Points accrued during a six-month period. Tier Points will re-set to zero on the 1st of June, and the 1st of December. This does not affect a member's Reward Points balance.
31. Members can earn Points by purchasing or using Eligible Goods and Services. The number of Points that can be earned when purchasing or using particular Eligible Goods or Services will be as determined by Mindil Beach Casino Resort from time to time.
32. Any Points accrued for any purchase or money spent that is then reimbursed or refunded will be deducted from that Member's Point's balance.
33. Points can only be accumulated on cash or other instant payment transactions. Members may not earn Points when redeeming Points for Rewards.
34. To accumulate Points and associated Loyalty Program benefits when playing on gaming machines, it is the Member's responsibility to ensure that their Card is properly inserted and accepted in the card reader while playing. To accumulate Points and associated Loyalty Program benefits when playing on table games, the Member must present their Card to the dealer at the gaming table prior to commencement of play. Mindil Beach Casino Resort is not responsible for unrated play due to neglect or error. To accumulate Points and associated Loyalty Program benefits when playing NT Keno, the Member must present their Card to the NT Keno operator at the end of their purchased games (restricted to tickets purchased at Mindil Beach Casino Resort).
35. Six dollars (\$6) of rated play (turnover) on electronic gaming machines is equivalent to one (1) Reward Point and one (1) Tier Point.
36. Point earn-rate multipliers are only applicable to Reward Points earned on gaming machines.
37. One dollar (\$1) of rated play (theoretical win) on traditional table games is equivalent to two (2) Reward Points and two (2) Tier Points.
38. Fifteen dollars (15) of rated play (theoretical win) on automated table games 'Vegas Star' and 'Rapid Roulette' is equivalent to one (1) Reward Point and one (1) Tier Point. Six dollars (6) of rated play (theoretical win) on the automated table game 'Big Wheel' is equivalent to one (1) Reward Point and one (1) Tier Point.
39. Three dollars (\$3) spent on NT Keno ticket(s) is equivalent to one (1) Reward Point and one (1) Tier Point.
40. Each one dollar (\$1) spent on food and beverage items is equivalent to one (1) Reward Point.
41. One (1) Reward Point is equivalent to \$0.01 towards Mindil Beach Casino Resort hotel and restaurant purchases.
42. Mindil Beach Casino Resort will not be liable in any way in relation to the unavailability of Points or other Loyalty Program benefits that fail to accrue as the result of malfunction, operator error or any other reason. Mindil Beach Casino Resort has no obligation to make available to Members, Points or Loyalty Program benefits that fail to accrue for any reason.
43. Mindil Beach Casino Resort reserves the right to adjust any Point balance resulting from malfunction, operator error or any other reason as deemed valid.



44. Mindil Beach Casino Resort reserves the right at any time to change or amend the rate at which Points or associated Loyalty Program benefits are accrued, the means by which they are accrued, and the Eligible Goods and Services in respect of which they are accrued.
45. Members may redeem Reward Points for Rewards provided by a Rewards Provider during their Membership. To redeem Reward Points for a Reward, the Member must present their card to the relevant Rewards Provider at the time of redemption. The Member must advise the relevant Rewards Provider that they intend to pay for the purchase by redeeming the requisite number of Reward Points.
46. Points are not transferable. Reward Points earned may be redeemed within 12 months of the date they are accrued. Reward Points will expire from accounts of Members that have no gaming activity within 12 months. Reward Points will be redeemed on a "first-in-first-out" basis.
47. A Member must not accrue Rewards Points, Tier Points, or benefits by sharing or distributing their Card(s) to another person. In such cases, privileges of Membership will be revoked.

Promotions, Benefits and Rewards

48. A claim of benefit or claim of award by any person other than the person identified as the qualified participant in promotion will be void and the person rendered ineligible for future promotions.
49. Any offers relating to a promotion are non-transferable, assignable, or redeemable for cash, unless otherwise stated.
50. Recipients acknowledge all restrictions, expiration dates and liabilities.
51. Mindil Beach Casino Resort is not responsible for typographical or printing errors, or any mechanical or technical malfunctions that may occur during a promotion.
52. Any voucher issued by a Rewards Provider will be issued with an absolute face value, is not transferable and must be redeemed before the expiration date stated on the voucher.
53. Discounts offered for any level of Membership are not available in conjunction with any other special promotions, events and offers.
54. Mindil Beach Casino Resort accommodation discounts will be offered based on the best available rate of the day at the time of booking and cannot be used in conjunction with any other promotions, discounts or packages.
55. Mindil Beach Casino Resort accommodation rooms and rates will be subject to availability at the time of booking and blackout dates may apply.
56. If the hotel and resort occupancy is above 80%, discount will not be valid.
57. Mindil Beach Casino Resort Lagoon Day Spa discounts will be offered based on one treatment per day and cannot be used in conjunction with any other offer.
58. Discounts are only valid to qualified Members and is non-exchangeable, transferable or redeemable for cash.
59. Full payment and credit card authorisation is required at the time of check in and the Member's Card must be provided.
60. Benefits are only valid when bookings are made directly with Mindil Beach Casino Resorts Hotel Reservations, or Lucky North® Club Representatives or Lucky North® Club Executive Hosts.



61. Lucky North® Club Loyalty Program benefits or privileges are not redeemable for cash or other gifts, and no benefits or privileges are transferable to any other person(s).
62. A Member's failure to comply with any Mindil Beach Casino Resort policy can result in benefits and privileges being revoked at any time.
63. Subject to clauses 5 and 75, rewards are subject to availability, and Mindil Beach Casino Resort reserves the right at any time (on behalf of itself and other Rewards Providers) to withdraw any entitlement, benefit or Reward, or to change the Reward Points required to be redeemed for the Reward, without notice to Members. Mindil Beach Casino Resort shall not be liable in any way to the Member in relation to the unavailability or withdrawal of a particular entitlement, benefit or Reward which may have been previously displayed or promoted as being available for Members or a class of Members, including on the redemption of Reward Points.
64. Mindil Beach Casino Resort is not responsible for lost or stolen Rewards after they have been issued or sent to a Member.
65. Mindil Beach Casino Resort makes no warranties or representations either express or implied with respect to the quality, standard, fitness or suitability for any purpose of any goods or services (including Rewards) offered as part of the Loyalty Program and, to the extent permitted by law, disclaims any and all liability for any loss, damage or claim that arises in connection with any of those goods and services. Liability for a breach of a condition or warranty in relation to goods or services provided in the course of the Loyalty Program is limited:
 - a. In the case of goods, to either one or more of the following:
 - i. the replacement of the goods or the supply of equivalent goods;
 - ii. the repair of the goods;
 - iii. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - iv. the payment of the cost of having the goods repaired; and
 - b. In the case of services, to:
 - i. the supplying of the services again; or
 - ii. the payment of the cost of having the services supplied again.
66. Only the Member is authorised to redeem 'Free Play', 'Food Offers' and any other offers or promotions associated with that Member's account. The Member must provide their Card and valid government-issued photo I.D. to redeem. Any misuse or fraud may result in immediate revocation and loss of any outstanding privileges, points and benefits.
67. Only the Member is authorised to redeem Reward Points for any purpose including merchandise, hotel stays and/or food purchases. That Member must provide their Card and valid government-issued photo I.D. to redeem. Any misuse or fraud may result in immediate revocation and loss of any outstanding privileges, points and benefits.
68. Vouchers will not be replaced if lost, stolen, or destroyed.
69. Terms and conditions of the Lucky North® Club Loyalty Program at Mindil Beach Casino Resort may vary with specific promotions.
70. Mindil Beach Casino Resort reserves the right to make changes in the rules of a promotion, facilitate manually, or cancel all or any part of it and not award any offer for any reason at any time without prior notice.
71. Mindil Beach Casino Resort reserves the right to delay promotion engagement due to unforeseeable issues until the promotion may proceed.



72. Any person attempting to defraud or in any way tamper with the promotion mechanics and/or implementation will be declared ineligible and may be prosecuted to the full extent of the law.
73. Mindil Beach Casino Resort reserves the right to decline to honor any prize or offer if it is determined that there has been a violation of these Lucky North® Club Terms and Conditions or if any Lucky North® Club material has been reproduced or altered.
74. Promotion information can be obtained at the Lucky North® Club Player Rewards booth and Mindilbeachcasinoresort.com.au

Suspension/Termination of Membership

75. Without limiting clause 5, Mindil Beach Casino Resort reserves the right, in its sole and absolute discretion, to immediately terminate and/or suspend a person's Membership and/or cancel any or all Points or other Loyalty Program benefits which that Member has accrued if any of the following occurs:
 - i. the Member has been acknowledged as being deceased;
 - ii. the Member is declared bankrupt;
 - iii. failure by the Member to strictly comply with these terms and conditions whether intentional or otherwise;
 - iv. failure by the Member to comply with the terms and conditions associated with any promotional activity related to the program;
 - v. conduct by the Member which Mindil Beach Casino Resort in its sole and absolute discretion considers dishonest, offensive, disruptive and/or intimidating to patrons or staff;
 - vi. conduct by the Member which Mindil Beach Casino Resort in its sole and absolute discretion considers as interfering with or misusing equipment or property;
 - vii. the Member becomes an employee of Mindil Beach Casino Resort in any capacity of any Mindil Beach Casino Resort property or Delaware North Companies Australia Pty Ltd or any of its Related Bodies Corporate (as defined in the *Corporations Act 2001* (Cth));
 - viii. The Member voluntarily excludes themselves from Mindil Beach Casino Resort at any time through the Mindil Beach Casino Resort Self-exclusion program. Minimum exclusion is six (6) months from request; or
 - ix. A member who is on the Mindil Beach Casino Resort barred list, having been barred at the state or property level. Barred members will immediately lose any points they have accumulated and are immediately ineligible for any Mindil Beach Casino Resort promotions and offers.

Privacy

76. Mindil Beach Casino Resort may use personal information for marketing and promotional purposes. Upon enrollment, Members must opt-in to receive marketing communications from Mindil Beach Casino Resort. If at any time a Member wishes to remove themselves from future marketing communications, the Member must notify a Lucky North® Club Player Rewards Representative in person at the player's club.
77. Members are responsible for notifying Mindil Beach Casino Resort of any name, residential address, mailing address, email address or phone number change(s) to be eligible for Lucky North® Club tier benefits, direct marketing offers and promotions, special events, event invitations and newsletters.
78. Qualification for receiving offers, mailings and invitations to special events are based on individual rated play.
79. By participating in the Lucky North® Club Loyalty Program, Members agree to accept all rules, terms and conditions of this program. They also agree that Mindil Beach Casino Resort will use and maintain the personal



information provided by them upon membership application to administer their membership and for marketing/promotional and other business-related purposes. Personal information will be handled in accordance with our Privacy Policy (which can be found here, <https://www.delawarenorth.com/privacy-au/>), which includes potential disclosure to third-party service providers for business, compliance, and risk management purposes. Members' information is not sold to any outside company.

80. Members' use of the Lucky North® Club Loyalty Program indicates acceptance of the conditions stated herein and grants permission for promotional use of names and photographs.

Eligibility

81. The following persons or categories of persons are not eligible to participate in the Lucky North® Club loyalty program: employees of Mindil Beach Casino Resort, Delaware North Companies Australia Pty Ltd (or any of its Related Bodies Corporate), their spouses/de-facto spouses, people key licensed or employed by the NT Department of Industry, Tourism and Trade to perform a gaming regulatory function. All federal, state and local rules and regulations apply.

Limit of Participation

82. By participating in promotion, participants agree to abide by these Lucky North® Club terms and conditions. Mindil Beach Casino Resort, its respective affiliates, subsidiaries, parent corporations, and their respective officers, directors, shareholders, employees and agents are not responsible for any late, lost, incorrect, misdirected or inaccurate entry information; human error; technical malfunctions; failures, omission, interruption, deletion or defect of any telephone network, computer on-line system, computer equipment, servers, providers, software or satellite transmission, including any injury or damage to participant or any other person relating to or resulting from participation in this promotion. Furthermore, neither sponsors nor any of the aforementioned are responsible for theft, tampering, destruction or unauthorised access to, or alteration of, applications, data processing that is processed late, incorrectly or is incomplete or lost due to computer or electronic malfunction; printing or other errors; or any combination thereof. False and/or deceptive entries or acts shall render participants ineligible. Promotional offer materials that have been tampered with or altered are void.

Terms and Conditions

83. This promotion is subject to all applicable federal, state and local laws. By participating, guests agree to be bound by these terms and conditions, and the decisions of Mindil Beach Casino Resort and waive any right to claim ambiguity in the promotion or these terms and conditions.

Liability

84. Participants also agree to release, discharge, indemnify, and hold harmless Mindil Beach Casino Resort, vendors associated with this promotion and the respective officers and employees of these entities, from and against any claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize or participation in this promotion.

Promotion Administrator

85. Mindil Beach Casino Resort is responsible for overseeing the promotion, and whose decisions will be considered final regarding all matters related to this promotion.
86. All disputes and subsequent decisions by Management are final and binding.

**Copyright**

87. Mindil Beach Casino Resort claims a copyright in each promotion and all accompanying materials. No portion of a promotion or the accompanying materials may be duplicated, manipulated, or redistributed in any form. Violators of the copyright of Mindil Beach Casino Resort may be subject to legal proceedings.
88. Mindil Beach Casino Resort reserves the right to update or amend these Terms & Conditions at any time. Any changes will be published on our website and will take effect immediately upon posting. Continued participation in the Lucky North® Club Loyalty Program following any updates constitutes acceptance of the revised terms.