

# CROWN PLAYER CARD TERMS AND CONDITIONS

## Clause

### 1. INTRODUCTION

1.1 These Rules ("**Rules**") contain the terms and conditions pursuant to which a person ("**Player**") may play a Gaming Machine at Crown without joining the **Crown Rewards** loyalty program ("**Crown Rewards**").

1.2 Players are deemed to accept these Rules in accordance with Rule 2.1.

1.3 Crown may amend the Rules from time to time in accordance with Rule 3.

1.4 The provision of a Player Card does not give any person a right of entry to all or any part of Crown's properties. Crown reserves the right to refuse entry.

### 1.5 Anti-Money Laundering and Counter-Terrorism Financing Obligations

1.5.1 (**General**) Each Crown entity is subject to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) (the **AML/CTF Act**) and the Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No. 1) (the **AML/CTF Rules**).

1.5.2 (**Further Know Your Customer and Enhanced Customer Due Diligence**) Without limiting Rule 10, Crown also collects your personal information for the purposes of Crown's customer identification processes and related purposes to comply with its obligations under the AML/CTF Act and AML/CTF Rules.

1.5.3 (**Collection and Use of Information**) In accordance with its obligations under the AML/CTF Act and the AML/CTF Rules, Crown will, from time to time:

- (a) require the Player to produce Acceptable Identification;
- (b) collect, record and verify information regarding the Player and their transactions;
- (c) collect further Know Your Customer (KYC) information; and
- (d) conduct Enhanced Customer Due Diligence (ECDD) on a Player which may be performed by third parties; and
- (e) conduct identity document (ID) verification on new and existing Player, which may be performed by third parties.

### 2. PLAYER CARD

2.1 An application to become a Player constitutes an acceptance of these Rules and an agreement to comply with them.

2.2 A person can apply to become a Player in accordance with the following:

- (a) an applicant must present an original copy of Acceptable Identification in the form required by Crown (which will be scanned or copied into the applicable Crown database); and
- (b) an applicant must complete an application form (whether digital or otherwise).

2.3 A Card displaying the Player's name and Player Card number will be issued to the Member upon registration of the applicant's details in the applicable Crown database.

2.4 A Player Card is only available to individuals aged 18 years or over who are not excluded from or who have not had their licence to be on Crown Melbourne's, Crown Perth's or Crown Sydney's premises withdrawn or revoked. Crown reserves the right to require proof of age of the applicant prior to the applicant being considered for a Player Card.

2.5 Subject to these Rules, a Player Card is granted in accordance with these Rules.

2.6 An applicant who is an Employee is not permitted to apply for or have a Player Card. Crown reserves the right to exclude or suspend certain contractors or individuals from being granted a Player Card.

2.7 A Player must notify Crown of any change of name as soon as possible after the change by identifying themselves in person at a Crown service desk and presenting Acceptable Identification in each new and old name.

2.8 The Player must notify Crown of any change of address as soon as possible after the change by presenting in person at a Crown Rewards or reception desk by providing details in writing to Crown or as otherwise advised by Crown.

2.9 In addition to the termination and suspension rights in Rule 9, Players who are excluded or who have had their licence to be on any Crown property withdrawn or revoked shall have their Player Card suspended or terminated at the relevant property or properties (as the case may be).



### **3. CHANGES TO PLAYER CARD TERMS AND CONDITIONS**

3.1 Crown reserves the right to amend or alter the Rules at any time.

3.2 Crown will use its best endeavours to provide notice to Players of any changes to the Rules where there is a material detrimental effect on the Players by providing at least sixty (60) days' notice.

3.3 Crown will notify Players of any material detrimental change referenced in Rule 3.2 by detailing the changes on the applicable Crown websites and in an email to the address notified to Crown by the Player (if any) and at a Crown Rewards or reception desk.

3.4 Crown will notify Players of any non-material changes to the Rules by making the updated Rules available on the applicable Crown websites.

### **4. PLAYER CARD CARDS**

4.1 A person is only entitled to one Account and is permitted only one valid Card displaying that number.

4.2 It is the responsibility of the Player to safeguard their Card (whether physical or digital) and take precautions against the loss, or any unauthorised use, of their Card.

4.3 A Card issued to the Player may only be used by that Player.

4.4 The Player must not give their Card to another person or Player for any purpose whatsoever. A breach of this Rule shall be considered Card misuse, which may result in termination or suspension under Rule 9.

4.5 If the Player's Card is lost or stolen, the Player must immediately report the loss or theft to Crown (and, in some circumstances, such as where there is alleged fraudulent use of the Card, may be required to produce a police report if requested by Crown). In such circumstances, Crown will not be responsible for any use of the Card.

4.6 Crown may replace a lost, stolen or damaged Card at its discretion, subject to Crown's Acceptable Identification requirements.

4.7 A Card remains the property of Crown and must be returned on request.

### **5. CONVERTING TO CROWN REWARDS MEMBERSHIP**

A Player may subsequently elect to join the Crown Rewards customer loyalty program operated by Crown by presenting their Card when making a non-gaming purchase at a participating outlet or when playing a table game. Where Crown has been provided contact details, the Player will receive confirmation that they have joined Crown Rewards (by email and/or SMS) and be invited to visit Crown to collect their Crown Rewards card.

### **6. PERSONAL IDENTIFICATION NUMBER/WORD (PIN)**

6.1 Crown may request a Player to select a PIN in a format specified by Crown and then issue that PIN to the Player.

6.2 A PIN selected by a Player may only be used by that Player. The Player must not disclose their PIN to another person or Player for any purpose whatsoever. You must not maintain a written record of your PIN.

6.3 Acceptable Identification must be provided by the Player when selecting or resetting a PIN. Crown reserves the right to ask the Player to choose an alternative PIN if a PIN has been:

(a) forgotten;

(b) abandoned; or

(c) 'locked' in those circumstances referred to in Rule 6.4 below.

6.4 If a PIN is incorrectly entered on three (3) consecutive attempts, Crown reserves the right to restrict or prevent further access through that Card until the PIN is reset at a Crown service desk or via the available systems, in accordance with Rule 6.3.

### **7. PLAYER ACTIVITY STATEMENTS, YOURPLAY AND LIMIT SETTING**

#### **7.1 Player Activity Statements**

7.1.1 Regardless of whether resident in Australia or overseas, in order to play an electronic gaming machine ("EGM") at Crown Melbourne, a Player must agree to receive player activity statements relating to the playing of games in the casino.

#### **7.2 YourPlay (State-wide Pre-commitment)**

7.2.1 "YourPlay" is the State-wide Pre-commitment scheme for EGMs operated by the State Government of Victoria's pre-commitment licensee ("YourPlay"). From 14 December 2023, regardless of whether resident in Australia or overseas, all Players must have a registered YourPlay account and must set a time limit and a net loss limit in order to be able to play an EGM at Crown Melbourne.



7.2.2 All EGMs at Crown Melbourne are connected to YourPlay. Players can register for YourPlay via a VIK, by speaking to Crown staff, or online at [www.yourplay.com.au](http://www.yourplay.com.au). Once registered, Players can access YourPlay via their Card.

7.2.3 If a Player reaches either a time or money limit set using YourPlay, the Player cannot play an EGM at Crown Melbourne until the expiration of the respective limit period when the limit resets.

## **8. CASHLESS TRANSFERS (CARD PLAY AND CARD PLAY EXTRA)**

8.1 Card Play is available at Crown Melbourne to any Player through the use of a PIN selected by the Player in accordance with Rule 6.

8.2 Card Play Extra is available at Crown Melbourne to any Player (subject to Acceptable Identification having already been provided and remaining valid and current as determined by Crown).

8.3 During any period of technical malfunction resulting in Card Play or Card Play Extra being unavailable, a Player will be unable to access any applicable funds until the technical issue has been resolved.

8.4 Crown will not be responsible or liable for:

- (a) incomplete or erroneous machine credit transfers as instigated by the Player;
- (b) any credits left or abandoned on an electronic gaming machine or an automated table game as a result of an incomplete or erroneous machine credit transfer instigated by a Player or as a result of a Player failing to instigate a machine credit transfer;
- (c) the unauthorised removal or play of credits or funds from a Player's Card by a person or persons other than that Player (except by Crown); or
- (d) any loss or damage of any kind relating to any technical malfunction as described in Rule 8.4.

8.5 Crown may, at its discretion, adjust a Player's Card credit or fund balance if such credits or funds are, in Crown's opinion, obtained in error or by fraudulent means or if such credits or funds are removed and/or credited by Crown as a result of a technical malfunction or by reason of operator fault, misrepresentation for which Crown is not responsible or any other reason outside Crown's reasonable control.

8.6 Crown may, at its discretion, at any time cease Card Play or Card Play Extra functionality on any electronic gaming machine on any Player's Card. In this event, any funds remaining on a Player's Card will be paid directly to that Player upon the Player presenting at the casino Cage of Crown Melbourne to claim such funds with Acceptable Identification (where required).

8.7 Funds loaded to a Player's Card via Card Play and Card Play Extra cannot be transferred between different Players.

8.8 If Crown considers a Player's Account to be dormant, including in the event that a Player's Account does not register a transaction during any continuous period of 180 days, Crown may transfer any Card Play / Card Play Extra balances remaining in the Player's Account to the Player in a manner of Crown's choosing.

8.9 If a Player's Player Card at Crown is suspended or terminated for any reason, including under Rule 2.9 or Rule 9, Crown may transfer any Card Play / Card Play Extra balances remaining in the Player's Account at Crown to the Player in a manner of Crown's choosing. The Player must provide such further information as may be required by Crown for the purpose of facilitating the return of such funds. In the event that Crown is unable to return the funds to the Player, Crown will deal with those funds in accordance with its policies relating to unclaimed monies.

8.10 Crown may place a limit on the maximum credit or fund balances that can be held on or transferred to a Player's Card. Crown may reject any transaction that could result in a Player's Card exceeding the maximum limit or transfer any Card Play / Card Play Extra balances exceeding the maximum limit to the Player in a manner of Crown's choosing.

8.11 A Player must not conduct, or request Crown to conduct, any transaction using Card Play / Card Play Extra which is not directly related to gambling at a Crown property. A Player must not use Card Play / Card Play Extra for any other purpose than to fund that Player's own gambling activities at a Crown casino. A Player must not use Card Play / Card Play Extra in breach of any law.

## **9. SUSPENSION/TERMINATION OF MEMBERSHIP**

9.1 Crown may, in its discretion, immediately terminate and/or suspend (at Crown's option) the relevant Player's Player Card if any of the following occur:

- (a) where a Player is excluded or has had their licence withdrawn in accordance with Rule 2.9; or
- (b) failure by a Player to materially comply with the Rules in any manner; or
- (c) a breach of Rule 4.4 (Card misuse); or
- (d) conduct (whether directly or indirectly) by a Player which is dishonest, fraudulent, offensive, disruptive and/or intimidating to patrons or staff; or
- (e) where a Player is or should be excluded from gaming at any participating property; or
- (f) conduct by any Player which interferes with, damages or misuses equipment or property at any Crown property; or
- (g) the death or bankruptcy of the Player; or
- (h) the Player has had a cheque payable to Crown returned by their financial institution (such as where a cheque is dishonoured); or



- (i) the Player becomes an Employee; or
- (j) the Player breaches the rules of any game played in the casino at any Crown property; or
- (k) Crown is required to do so by operation of law.

9.2 In the event that a Player Card is terminated, the Player must immediately return the Card to Crown and complete any relevant documentation if required by Crown.

9.3 If a Player's Account does not register a transaction during any continuous period of 24 months, Crown reserves the right to terminate the Player's Player Card. Crown will notify the Player by email to the address notified to Crown by the Player (if any) 30 days prior to the termination of the Account.

## **10. PRIVACY**

10.1 Each Player acknowledges and agrees that Crown may collect, use and disclose information about the Player for a regulatory purpose in accordance with Crown's Privacy Policy available at Crown websites.

10.2 If an individual does not provide all or any part of the personal information requested by Crown, they may not be able to become a Player.

10.3 Crown collects personal information about each Player for the purposes of:

- (a) customer service and support;
- (b) complying with a lawful request, including a request contemplated by Rule 10.8 of these Rules;
- (c) complying or acting in accordance with any Australian law, including any applicable privacy legislation in force and as amended from time to time;
- (d) identification, security and surveillance, safety and access to Crown premises;
- (e) conducting background checks which may include KYC, ECDD or Identity Verification;
- (f) detecting and preventing fraudulent activity;
- (g) facilitating self-exclusion at applicable Crown properties or facilitating third-party exclusion; and
- (h) complying with applicable laws, regulations and requirements of any applicable regulatory body.

10.4 The Player agrees that Crown will hold their personal information in a database that will include, but not be limited to, the Player's name, address, date of birth, telephone number(s), identification details, biometric information if applicable and any other information relating to the Player which Crown has collected by lawful or authorised means.

10.5 Each Player acknowledges that Crown may be required to collect certain personal information concerning the Player under legislation dealing with, for example, casino control, anti-money laundering, counter-terrorism funding, financial transaction reports, taxation and occupational health and safety.

10.6 Crown may collect the Player's personal information from the Player directly.

10.7 All information (including personal information) obtained by Crown, including information about Player Card and the use of the Card shall become and remain the property of Crown.

10.8 On the lawful request of, or as required by, a law enforcement agency or any other competent body or authority or regulatory body, or in compliance with any order of an Australian court/tribunal, Crown may divulge any information obtained by Crown and maintained by it on a Player Card with respect to the Player.

10.9 Upon request and except where provided by law, Crown will provide the Player with access to their personal information collected by Crown in accordance with its access procedures as set out in Crown's Privacy Policy which is available on applicable Crown websites.

10.10 This Rule 10 survives any termination or suspension of a Player Card or the Card.

## **11. LIABILITY**

11.1 Nothing in these Rules is intended to affect any rights that a Player may have including under the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)), the Australian Consumer Law and Fair Trading Act 2012 (Vic), the Fair Trading Act 2010 (WA) and the Fair Trading Act 1987 (NSW) which cannot be excluded. By way of example, as a consumer, a Player has the benefit of certain consumer guarantees which cannot be excluded by a provider of goods or services.

11.2 Subject to Rule 11.1 and to the extent permitted by law, Crown and its Related Bodies Corporate (including its officers, employees, agents and contractors) are not and will not be liable for any damages or any other loss incurred by the Player (including consequential loss), either directly or indirectly in connection with these Rules (including, without limitation, changes to the Rules), except to the extent caused by the negligence, wilful misconduct or wrongful act or omission of Crown and its Related Bodies Corporate or its officers, agents or employees.



## 12. GENERAL

12.1 Crown's decisions in respect of the Player Card are final and binding.

12.2 In consideration of Crown providing the Player a Player Card and by use of the Player Card, the Player agrees to be bound by these Rules and acknowledges the right of Crown to rely upon them as an indication of the Player's consent to any acts authorised or contemplated by these Rules.

12.3 For the avoidance of doubt, Crown reserves its right to waive in respect of any Player or Players (at Crown's absolute discretion) any right or requirement of these Rules and/or the application of, or compliance with any of these Rules. Any such waiver does not operate as a waiver of such right, requirement, application or compliance if it arises again.

12.4 This document is governed by the laws of the State of Victoria. Each party submits to the jurisdiction of the courts of Victoria and of any court that may hear appeals from any of those courts, for any proceedings in connection with these Rules.

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

## 13. DEFINITIONS

In these Rules, unless the context otherwise requires:

**"Account"** means the record of a Player's activity relating to their Player Card;

**"Acceptable Identification"** means a current and valid form of identification issued by an Australian Government entity or a passport issued for the purpose of international travel. Such Acceptable Identification must be valid and current and, as a minimum, comply with customer identification procedures in the Anti-Money Laundering and Counter-Terrorism Financing Act 2006. Crown may in its sole discretion choose not to accept identification that is provided in digital form only and may require a physical form of identification to be provided;

**"Card"** means a physical or digital card validly issued by Crown to a Player which is connected to the Player's Account;

**"Card Play"** means the machine credit transfer function referred to in Rule 8, which allows for the transfer of electronic gaming machine credits from a valid electronic gaming machine as applicable to a Card (and vice-versa);

**"Card Play Extra"** means the deposit and withdrawal functionality referred to in Rule 8, which allows for cash to be deposited or withdrawn directly to or from a Member's Card;

**"Crown"** means Crown Melbourne (Crown Melbourne Limited (ABN 46 006 973 262)) and/or Crown Perth (Burswood Nominees Limited ABN 24 078 250 307 a.t.f. The Burswood Property Trust ABN 35 491 489 282 trading as Crown Perth managed by Burswood Resort (Management) Limited ABN 68 009 396 945) and/or Crown Sydney (Crown Sydney Gaming Pty Ltd ABN 97 166 326 843);

**"Employee"** has the following meanings

- full-time, part-time or casual employees of Crown Resorts and each of Crown Resorts' majority-owned subsidiaries;
- contractors of Crown holding a licence pursuant to the Casino Control Act 1984 (WA), the Casino Control Act 1991 (Vic) or the Casino Control Act 1992 (NSW) as amended from time to time;

**"PIN"** means personal identification number/word issued to the Member by Crown or nominated by the Member and accepted by Crown (as applicable);

**"Player"** means a person that has been granted a "Player Card" by Crown pursuant to these Rules;

**"Player Card"** means the Card (as described in these Rules) which allows a person to play a Gaming machine at Crown Melbourne;

**"Related Entity"** and "Related Body Corporate" have the same meanings as those in the Corporations Act 2001 (Cth);

**"Rules"** means these Rules, as amended from time to time, including the related terms and conditions as contained in the Information Brochure and any policies or guidelines adopted by Crown from time to time, at its discretion, that apply to the use of a Player Card.

