



CLIFFORD PARK  
HOME OF THE TOOWOOMBA TURF CLUB

# Member's Rewards Program



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# Welcome to the Clifford Park Member's Rewards program!



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HOME OF THE TOOWOOMBA TURF CLUB

## It's designed to reward you every time you visit the Toowoomba Turf Club for race meetings.

Your Members' card is your key to the Member Rewards Program. Simply present your Members' card to be scanned by our staff when you purchase drinks at any bar across the venue, or the Members' Weetwood Room kitchen or Bistro, to be rewarded.

### What is the reward?

- Members' prices in ALL bars (eg. Weetwood Room, Main Bar and function rooms (excludes external can-bars on feature race days)
- 10% discount on food in both the Members' Weetwood Room and Bistro

Only the **Financial member's card** is applicable to the Members' Rewards system. Guest cards do not receive benefits. Financial Member's card **MUST** be presented to receive benefits. Cards are not transferable.

Please take the time to read the terms & conditions for the Members' Reward program in this booklet.

**Thanks for your continued support and Membership of  
this proud Club – the Toowoomba Turf Club.**



# TOOWOOMBA TURF CLUB MEMBER REWARDS PROGRAM TERMS

Toowoomba Turf Club Inc IA07354 (**TTC/we/us/our**) operates a loyalty rewards program for its' financial members (the **Rewards Program**) in conjunction with its' annual membership rights. Members may access the Rewards Program by using their membership card (the **Card**) throughout the Clifford Park Racecourse (**Venue**). For clarity, the Rewards Program applies to financial members only through, the use of the Card, and it does not apply to guests of members nor through the use of guest cards that members receive.

These terms and conditions (the **Terms**) form the basis of the Rewards Program and govern your membership of the Rewards Program, including your use of your Card for the purposes of accessing the rights and entitlements associated with the Rewards Program. Permission for you to participate in the Rewards Program and use of your Card for those purposes is conditional upon you agreeing to these Terms, which are to be read in conjunction from any other terms and/or conditions relating to your membership with TTC.

Upon being granted annual membership with us, you will be deemed to have accepted these Terms and will be entitled to the rights and benefits associated with the Rewards Program. If you do not wish to accept these Terms, you must notify us in writing and you will not be entitled to the rights and benefits associated with the Rewards Program. Notwithstanding the foregoing, any use by you of the Rewards Program will be considered to be in accordance with these Terms.

*You acknowledge and understand that while these Terms are considered 'separate' from any other terms which govern your membership with the TTC, you are required to hold paid membership with us to be eligible for the Rewards Program. If your membership with us ends or is terminated for any reason, you will forfeit any future benefits in the Rewards Program (including any existing benefits accrued and held at the time your membership ceased).*

These Terms are current as at **[1 April, 2022]** and are subject to change.

## 1 PARTICIPATION

- 1.1 To participate in the Rewards Program, you must:
  - (1) present your Card either to our staff or to designated locations throughout our venue;
  - (2) be a member of TTC and be paid up to date in all respects of any fees owed; and
  - (3) if requested by us, provide proof of your identity to confirm you are the authorised holder of the Card.
- 1.2 If you do not have possession of your Card at the time you wish to obtain any of the Rewards Program benefits, you will not be entitled to obtain those benefits.

## 2 THE RIGHTS

- 2.1 The rights and benefits associated with the Rewards Program (the **Rights**) are, collectively, made available through the use of your Card throughout our Venue.
- 2.2 TTC grants to you, and you accept, a personal, non-exclusive, non-transferable, limited licence to use the Rights strictly in accordance with these Terms. This means that you cannot transfer your Card, nor your Rights to another person.
- 2.3 The licence provided in these Terms is personal to you and you must not re-sell, sub-license, rent, lease or otherwise distribute the Rights.
- 2.4 You may only use the Rights for personal, non-commercial purposes.
- 2.5 To access the Rights, you must physically have your Card. We will not be able to grant you any of the Rights unless you physically present the Card at appropriate locations throughout our venue.
- 2.6 Your right to access the Rights is subject to your ongoing compliance with all provisions of these Terms and the terms of your membership with TTC.
- 2.7 We may add to, alter, change, temporarily suspend or withdraw partially or completely any parts of the Rights at any time by providing you with reasonable written notice.
- 2.8 You acknowledge and agree that the Rights are an added benefit afforded to you by us, and you will not be entitled to any compensation, not to make a claim for any loss, damage or otherwise, nor to seek to cancel your membership with us if we decide to take any of the steps referred to in clause 2.7 above.

## 3 LOST, STOLEN OR DAMAGED CARDS

- 3.1 You are responsible for the use, safety and security of your Card. TTC will not be responsible for lost, stolen, illegible or damaged Cards.
- 3.2 If you lose or damage your Card, you must apply to us for a replacement Card, should you want one and we may charge you an applicable fee to provide a replacement Card, at our discretion.
- 3.3 We are entitled to regard the person using the Card as the member who was lawfully issued that Card. TTC will not be liable for supplying any of the Rights to a person representing that they are the cardholder, in circumstances where they are not the lawful cardholder.
- 3.4 Despite clause 3.3, TTC (including any TTC staff member) reserves the right not to accept a Card, or to otherwise limit the use of a Card for any reason including (but not limited to) suspicion that a particular Card has been obtained or is being used fraudulently, without proper authorisation or by or for any other unlawful means.

## 4 THE REWARDS

- 4.1 From time-to-time, we will notify you in writing of any rewards that apply to the Rewards Program and any updates that apply to these Terms as a result of those rewards.
- 4.2 As at the date of these Terms, members who are entitled to the Rights will receive:
  - (1) 'members' prices' for drinks throughout our Venue, such prices to be nominated by us from time-to-time and as advised in the Venue; and
  - (2) ten percent (10%) discount off the cost of meals in the member's-only room of our venue known as the 'Weetwood Room' and in the area referred to as the 'bistro'.

## 5 LIMITATIONS OF LIABILITY

- 5.1 The following limitations of liability apply subject to and in addition to the limitations of liability contained in the terms and conditions of your membership with TTC:
  - (1) you acknowledge and agree that TTC will not be liable to you or any other persons for:
    - (a) any loss or damage of any kind that is directly or indirectly caused by or results from your wrongful, wilful or negligent act or omission; or
    - (b) any direct, incidental, special or consequential damages, including loss of profits or anticipated profits, even if notified of the possibility of that potential loss or damage;
  - (2) you release TTC from any liability or claims relating to, but not limited to, any breach of your obligations;
  - (3) you acknowledge and agree that the limitations of liability in clause 5.1 are essential to TTC and TTC would not have entered into these Terms in their absence;
  - (4) you indemnify TTC for:
    - (a) all losses and expenses we incur (including legal costs on an indemnity basis); and
    - (b) all liabilities we incur; directly or indirectly caused by or resulting from any breach of these Terms or from any wrongful, wilful or negligent act or omission by you;
  - (5) any representation, warranty, condition or undertaking that would be implied in these Terms by legislation, common law, equity, trade, custom or usage is excluded to the fullest extent permitted by law;
  - (6) despite clause (4), nothing in these Terms excludes, restricts or modifies any condition, warranty, right or remedy conferred on you by the *Competition and Consumer Act 2010* (Cth) or any other applicable law that cannot be excluded, restricted or modified by agreement;
  - (7) to the fullest extent permitted by law, our liability for a breach of a non-excludable condition or warranty is limited to, at our option:
    - (a) the supply of the Rights provided for under these Terms; or
    - (b) the payment of the cost of having the Rights supplied again.

## 6 GENERAL PROVISIONS

- 6.1 Our decisions in relation to all aspects of the Rewards Program are final and no correspondence will be entered into.
- 6.2 The Card (including all intellectual property rights subsisting in the Card) at all times remains the property of TTC. Cards are not stored value, credit or charge cards and are not transferable, exchangeable, refundable or redeemable for cash.
- 6.3 Any unused Rights or any other vouchers, prizes or alike issued under the Rewards Program are not transferable, exchangeable, refundable or redeemable for other goods or services and cannot be taken as cash.
- 6.4 At any time in the future, we may decide to render the use of Cards obsolete and void and replaced by alternative technology.
- 6.5 You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Rights. Your use of the Rights may also be subject to other laws.
- 6.6 A party waives a right under these Terms only if it does so in writing. We do not waive a right simply because we fail to exercise the right, we delay exercising the right or only exercise part of the right. A waiver of one breach of a term of these Terms does not operate as a waiver of another breach of the same term or any other term.
- 6.7 If a provision in these Terms is wholly or partly invalid or unenforceable in any relevant jurisdiction, that provision or the part of the provision that is invalid or enforceable must, to that extent, and in that jurisdiction, be treated as deleted from these Terms. This does not affect the validity or enforceability of the remaining provisions in that jurisdiction, or of the deleted provision in any other jurisdiction.
- 6.8 We may assign or otherwise deal with the benefit of any contract made pursuant to these Terms without your consent.
- 6.9 You may not assign your rights and obligations under these Terms under any circumstances without first obtaining our written consent to do so. Any purported assignment not undertaken in accordance with this clause will be invalid.
- 6.10 All contracts made between us and you shall be governed by and construed in accordance with the laws of the State of Queensland. You agree to submit to the exclusive jurisdiction of the Queensland courts for all purposes of or in connection with such contracts.
- 6.11 For any enquiries regarding the Rewards Program, please contact the TTC administration team on (07) 4634 6066.