

MITTAGONG RSL CLUB MRSL APP TERMS & CONDITIONS

General Terms and Conditions

Thank you for accessing Mittagong RSL Club Limited MRSL App (**Application**). The MRSL App has been developed for use by members and patrons of the Mittagong RSL Club Ltd (**Venue**). By accessing and/or using the Application and related services, you agree to these terms and conditions (**General Terms**) and our Privacy Policy (available on our website). You should review our Privacy Policy and these General Terms carefully and immediately cease using the Application if you do not agree to these General Terms or our Privacy Policy.

In these General Terms, '**us**', '**we**' and '**our**' means the Venue and its related bodies corporate.

1 Grant of Licence

Subject to these General Terms, we grant you a non-exclusive, non-transferable, non-sub-licensable licence to use the Application, and the services provided through the Application, for the duration of the term set out in clause 2.

2 Term and termination

- (a) These General Terms commence when you download the Application, and continue in full force and effect until:
 - (i) you uninstall the Application;
 - (ii) if you are a member, you cancel your membership with the Venue or cease being a member of the Venue;
 - (iii) we cease to offer the Application; or
 - (iv) we terminate or otherwise prevent your access to the Application in accordance with these General Terms.
- (b) We reserve the right to restrict, suspend or terminate without notice your access to the Application and any Content at any time, including if:
 - (i) you breach the General Terms;
 - (ii) we are required by law, court order, or a regulatory body or governmental agency; or
 - (iii) we, or any of our suppliers providing any related services or Content, decide to terminate access to all or any part of the related services.
- (c) Upon termination, you shall cease all use of the Application.
- (d) To the extent permitted by law, we are not responsible for any liability that may arise as a result of us exercising our rights under this clause 2.

3 Conditions of access

You agree:

- (a) to comply with all applicable laws (including any applicable privacy laws);
- (b) to not copy, modify, merge, adapt, translate, decompile, disassemble or reverse engineer any aspect of the Application or to otherwise attempt to derive the source code of the Application;
- (c) to not use any data mining, scraping, gathering or extraction tools with respect to the Application; and
- (d) to use the Application and any content made available on the Application (**Content**) for your personal use only.

4 Prerequisites for Application functionality

- (a) You must be a member or patron of the Mittagong RSL Club to access the offers, promotions and services available through the Application.
- (b) To access the Application, you must either:
 - (i) enter your Mittagong RSL Club membership number and password; or
 - (ii) choose to enter the Application as a guest.

You must ensure that any information you provide is accurate and current. Where applicable, you must keep your Mittagong RSL Club membership number and password secure, and are responsible for all activity carried out under this membership ID.

- (c) To access the Application, you must also be at least 18 years of age, and possess the legal right and ability to enter into a legally binding agreement with us.
- (d) Face/Fingerprint ID login allows you to use facial/fingerprint authentication to log in to the Application. The Face/Fingerprint ID feature is provided and operated by Google or Apple dependent upon the mobile phone model. Neither we nor our service providers have access to your facial/fingerprint data.

For information about how Apple stores and protects your data, please see <https://support.apple.com/en-au/HT208108> and <https://support.apple.com/en-au/HT204587>. For information about how Google stores and protects your data, please see <https://policies.google.com/privacy?hl=en>.

5 Collection Notice

- (a) We collect the following personal information about you to provide our services, and this information is disclosed to the Application to allow you to view details of your Mittagong RSL Club membership ID, points balance and rewards through the Application:
 - (i) name;
 - (ii) contact details (including address phone and/or email contact);
 - (iii) date of birth;
 - (iv) identification details (e.g. licences, passports, pension cards and other ID types);
 - (v) membership details, which can include details on your use of Mittagong RSL Club services and facilities such as food or beverage purchases, rewards points and historical spend on Mittagong RSL Club facilities;
 - (vi) gaming information, records and statistics associated with you; and
 - (vii) any other information described in this clause 5.

Where you are using the Application as a guest, we may collect some of this information directly from you through the Application.

- (b) We may also collect your device location information as you use the Application (and, if you elect to turn on background location tracking for our Application, while you are not directly interacting with the Application). This information may be used to inform the content provided in the Application. You can control whether or not we collect your device location information through the settings of your mobile device.
- (c) We may also collect personal information and other data through your use of and interaction with the Application (including your device ID). You acknowledge that your use of the Application will allow us to send you direct marketing messages and other offers that may be of interest to you. These direct marketing messages and other offers may be targeted to you based on the information collected by us from your use of the Application.
- (d) We may disclose your personal information to our third party service providers including Aristocrat Technologies Australia Pty Limited and its related bodies corporate (**Aristocrat**) in connection with the provision by them of software support and other services, or as required by law. This may result in your personal information being disclosed to other recipients that are located outside Australia who assist in delivering support services.
- (e) You can find out more about how we collect and handle your personal information by reviewing our privacy policy, available on our website. The privacy policy of Aristocrat is available on [its website](#).
- (f) By installing and setting up the Application and providing your personal information to us, you consent to the use, storage and disclosure of that information as described in [our Privacy Policy](#) and these General Terms. If you do not consent to this disclosure, we may not be able to provide all of our products or services to you.

6 Correction of personal information

Any request for correction of your personal information should be made to the contact provided in our privacy policy.

7 Intellectual property rights

Unless otherwise indicated, we, or our licensor, own or license all intellectual property rights in the Application and all Content, and Your use of the Application and Content does not grant or transfer any right, title or interest to you in relation to the Application or the Content.

8 Changes to the Application

We may from time to time update, change or modify the Application. We will provide you with reasonable notice where practicable if the updates or changes materially detrimentally alter the functionality or use of the Application.

9 Disclaimers

- (a) To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations:
 - (i) as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness, of any content contained in or generated by, the Application; or
 - (ii) that the Application (or any server that makes the Application available) is free from viruses or other harmful components.
- (b) The Application is provided "as is" and to the extent permitted by law (including the Australian Consumer Law), we disclaim all warranties and representations of any kind, including any warranty of non-infringement, title, fitness for a particular purpose, functionality or merchantability, whether express, implied or statutory.
- (c) We may, from time to time, modify, update or replace any or all of these General Terms by providing reasonable written notice of such updates.

10 Liability

- (a) To the maximum extent permitted by law, including the Australian Consumer Law if applicable, our maximum liability arising out of or in connection with these General Terms and the Application will be limited in our discretion, to:
 - (i) the resupply of the relevant services to you; or
 - (ii) the payment of the cost of having the relevant services supplied again.
- (b) To the maximum extent permitted by law, including the Australian Consumer Law if applicable, in no event shall we be liable for any loss, not arising naturally (that is according to the usual course of things), from the relevant breach.

11 General

- (a) These General Terms are governed by the law of New South Wales and you submit to the exclusive jurisdiction of the courts exercising jurisdiction in New South Wales.
- (b) Any provision of these General Terms that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability.
- (c) A failure to exercise or a delay in exercising any right, power or remedy under these General Terms does not operate as a waiver.
- (d) Any clauses which should by their nature survive termination of these General Terms, survive termination or expiration of these General Terms for any reason whatsoever.