

THE AMBARVALE HOTEL

The Ambarvale Hotel | Membership Terms & Conditions 2019

1. Glossary of Terms

“Card” means the card issued to you that incorporates the Ambarvale Hotel system and carries the Ambarvale Hotel logo.

“Conditions” and “Terms & Conditions” mean the terms and conditions contained in this document.

“Inactivity” means no transaction recorded on the Ambarvale Hotel member account for 12 months.

“Member” refers to the person whose details and signature appears on the Ambarvale Hotel Member application form

“Participating venue” refers to The Ambarvale Hotel attached to Ambarvale Hotel participating in the Ambarvale Hotel Members program.

“Program” means the Ambarvale Hotel Member program administered by the Parras Hospitality Group Pty Ltd.

“Promotional Activities” means activities by which a member may receive benefits and/or entry into a prize draw.

“Ambarvale Hotel Member” is a registered business name of the Parras Hospitality Group Pty Ltd.

“Ambarvale Hotel Member System” means a smartcard and/or mag stripe based loyalty program operated by Parras Hospitality Group Pty Ltd or its authorised representatives, and means those arrangements by which a member is rewarded by presenting their Ambarvale Hotel Membership card at the point of in accordance with these terms and conditions.

“You” means the member who completed the Ambarvale Hotel Member application form and any person who uses the Ambarvale Hotel Member program.

“We, Us, Our and Ours” means Ambarvale Hotel.

2. General

2.1. These terms and conditions may be changed or varied at any time by Ambarvale Hotel without notice and / or without assigning any reason. Ambarvale Hotel may also change at any time without notice any other matter connected to the Program, including but not limited to changes of:

- a. rewards offered in connection with the Program
- b. eligibility ages
- c. participants

2.2. The card may be used only by the member and in accordance with Ambarvale Hotel Terms & Conditions of use.

2.3. Terms & conditions will be available at the Ambarvale Hotel Venue and online at www.ambarvalehotel.com.au.

2.4. Ambarvale Hotel reserves the right to terminate the Program at any time. Upon such termination, Members will have one month (or such longer period as Ambarvale Hotel may specify) from the date of notice of termination to continue to receive the benefits of membership.

2.5. First use of a Card by a Member and/or his/her signing of a Card means that the Member has read and understood these terms and conditions and accepts them as well as any rules, policies and procedures that may be adopted by Ambarvale Hotel and confirms his / her eligibility for membership, as amended from time to time. The Member further agrees to immediately advise Ambarvale Hotel of any change of address and other personal details provided by the Member on the application for membership to the Program.

2.6. Ambarvale Hotel is not liable for any loss or damage whatsoever which is suffered (including but not limited to direct, indirect or consequential loss) or for personal injury which is suffered or sustained by a Member as a result of their membership to this Program, except for any liability that cannot be excluded by law.

2.7. Ambarvale Hotel's decision on all matters pertaining to the Program, including but not limited to the distribution of rewards, is final and binding with no correspondence being entered into.

2.8. Members will receive communication from Ambarvale Hotel electronically, via SMS or email. Communications will be delivered to the electronic contact details provided by the Member. Ambarvale Hotel will not be responsible for any loss suffered by a Member due to non-receipt of a communication.

3. Membership

3.1. Membership to the Program provides Members with the opportunity to participate in promotions and receive discounts on the purchase or use of Eligible Goods and Services.

3.3. Membership to Ambarvale Hotel is complimentary.

3.4. A person may not hold more than one Ambarvale Hotel membership.

3.5. Membership is not available to employees and their immediate families of Ambarvale Hotel affiliated companies or agencies including employees at venues associated with this Program.

3.6. Any person over the age of 18 years may apply to become a member online at www.ambarvalehotel.com.au

3.7. On completion of a membership application, you will be issued with a Card via post. Ambarvale Hotel will determine the manner of delivery for a Card to a Member at its absolute discretion. Ambarvale Hotel will not be responsible for any loss suffered by a Member due to non-delivery of a Card, provided that Ambarvale Hotel correctly addressed the delivery to the address provided by the Member to Ambarvale Hotel.

3.8. You may use your card at Ambarvale Hotel after it arrives via post to receive discounts on eligible goods and services. You may not redeem these benefits until you have –

3.8.1. Completed compulsory member details

3.14. Ambarvale Hotel reserves the right to refuse any application for membership or terminate membership at any time for any reason, at its sole discretion, including without limitation if a member has breached or has been barred under the Liquor Licensing Act or Gaming Machines Act, or as may be amended from time to time. In the event that membership is terminated, the member will no longer receive benefits or discounts within the venue.

3.15. The Card remains the property of Ambarvale Hotel and must be returned upon request

3.16. A person may not hold more than one Card

3.17. Members must notify Ambarvale Hotel immediately if the Card is lost or stolen

3.18. Ambarvale Hotel accepts no responsibility for fraudulent use of lost or stolen Cards

3.19. After 12 month's inactivity on a Member's account, membership will be inactivated.

3.21. Death or bankruptcy of a member will result in cancellation of membership.

3.22. Any fraud or misuse of the Card or improper conduct (as determined by Ambarvale Hotel in its absolute discretion) or breach of these terms and conditions will result in Ambarvale Hotel taking appropriate action (as determined by Ambarvale Hotel in its absolute discretion) which may include the cancellation of membership and the forfeiture of the Card.

4. Other Benefits of Membership

7.1. MEMBER ONLY EVENTS

7.1.1. Ambarvale Hotel may schedule events. Members will be advised of scheduled events via any of the following mediums – point of sale, SMS and/or electronic mail. Special Offers at scheduled events are available exclusively to Ambarvale Hotel members and may include discounted food and beverage pricing within specified times, free finger food and/or entry into promotional activities.

7.1.2. Food and beverage discount and/or other offers may apply. These offers may change at any time without notice. Members will be advised of current offers via Point of Sale at Ambarvale Hotel and/ or electronic mail.

7.2. REWARDS OTHER THAN POINTS

7.2.1. Rewards may only be redeemed by the Member upon presentation of their card

7.2.2. Rewards are not transferable

7.2.3. Ambarvale Hotel is not responsible for lost or stolen Reward vouchers or tickets after they have been issued or sent to the Member

7.2.4. Ambarvale Hotel reserves the right to cancel, withdraw or substitute Rewards at its discretion and is not responsible and will accept no responsibility for any loss arising from a cancellation, withdrawal or substitution of Rewards.

7.2.5. Ambarvale Hotel 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 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.

7.3. In the event that liability cannot be excluded by law, liability for a breach of a condition or warranty in relation to goods or services provided in the course of the Program is limited to:

7.3.1. In the case of goods, to either one or more of the following

7.3.1.1. The replacement of the goods or the supply of equivalent goods

7.3.1.2. The repair of the goods

7.3.1.3. The payment of the cost of replacing the goods or acquiring equivalent goods; or

7.3.1.4. The payment of the cost of having the goods repaired

7.3.2. And in the case of services, to

7.3.2.1. The supplying of the services again; or

7.3.2.2. The payment of the cost of having the services supplied again

7.4. Exclusive Ambarvale Hotel Member reward offers may change at any time without notice. Customers will be advised of current offers by electronic communication (email and/or SMS – refer to Item 2.8)

5. Privacy Statement

Ambarvale Hotel respects your privacy and complies with the National Privacy Principles and Privacy Act 1988. Ambarvale Hotel handles your personal information and safeguards your privacy.

Our Commitment

Ambarvale Hotel is committed to complying with the Privacy Act 1988 National Principles for the Fair Handling of Personal Information developed by the Australian Federal Privacy Commissioner.

What Information Do We Collect and How Will We Use It?

Certain personal information is collected when you contact us, including but not limited to your name, gender, date of birth, email address, mobile phone number, address and your interest (responses and feedback).

We use your personal information to –

- Administer and manage the Ambarvale Hotel loyalty system
- Respond to any query raised by you or any participant in the Ambarvale Hotel loyalty system
- Facilitate our internal business operations, including fulfilment of any legal requirements and confidential systems maintenance and testing.

If you have opted to receive promotional materials from us, then you will receive emails, posted mail or mobile SMS messages from us to inform you of up and coming events and special offers of interest to you.

Your information will be held in the strictest confidence. Ambarvale Hotel will not disclose, share or sell any personal information about you to any third party. However, in some circumstances, we may disclose your information to our contractors and service providers, but only to the extent necessary to operate our business or provide you with the products and/or services you have requested. We require these organisations to agree to our Privacy Policy and to strict conditions governing how your personal information may be used.

Security of Personal Information

We will make all reasonable endeavours to protect your personal information securely against unauthorised use and access. Your personal information will be recorded, amended and used only by authorised persons who are required to keep your information confidential.

Checking and Updating Your Information

You are welcome to request details of the personal information that we hold about you. To do so, please contact our Privacy Officer (see below for contact details). We may require personal identification before providing you with details. If you wish to update or change the personal information we hold about you, please contact our Privacy Officer. We may require up to 30 days updating our records.

Unsubscribe

You can opt out of receiving contact from us at any stage simply by writing to us at 57 Woodhouse Drive, Ambarvale NSW 2560 or emailing us at hello@ambarvalehotel.com.au

Privacy Officer

If you have any questions regarding this privacy policy, you may contact the Privacy Manager at Ambarvale Hotel by calling (02) 4627 8309, or writing to: "The Privacy Officer" Ambarvale Hotel, 57 Woodhouse Drive, Ambarvale, NSW 2560 or email hello@ambarvalehotel.com.au

Changes to the Privacy Statement

Ambarvale Hotel is committed to comply with any laws introduced to strengthen the protection for your privacy. Our Privacy Statement will be reviewed and may be revised from time to time. We reserve the right to change our privacy policy at any time and notify you by posting an updated version of the Privacy Policy on our website. Any changes to our Privacy Policy shall be deemed to take place on the date the changes are posted on our website www.ambarvalehotel.com.au. We encourage you to regularly review these policies.

Further Information on Privacy

For further information about privacy issues and the protection of privacy, visit the Office of Federal Privacy Commissioner's website.