

## MegaBingo Membership Terms and Conditions

Effective 1 January 2011



### 1. Introduction

1.1 These Terms and Conditions form the basis of MegaBingo Membership. They are intended to protect both Members and MegaBingo. It is the Member's responsibility to read and understand them.

1.2 These Terms and Conditions are effective as at the date specified above and may be amended by MegaBingo from time to time. The current Terms and Conditions are those available at this website.

1.3 Every Member is bound by these Terms and Conditions.

### 2. Changes to MegaBingo Membership

2.1 Subject to clause 2.2, Mega Bingo reserves the right to make any changes (whether material or otherwise) to MegaBingo Membership, the Terms and Conditions or the points and Benefits offered, including:

a) changes to:

- the ways in which Points are earned and redeemed;
- Point earning and redeeming rates; d benefits;
- the expiry of accrued Points;

2.2 MegaBingo will use best efforts to advise Members of material changes to these Terms and Conditions

2.3 Members will be taken to have received the notice referred to in clause 2.2 if MegaBingo notifies Members of the change by:

- (a) providing notice at the address or e-mail address provided to MegaBingo by the Member;
- (b) by posting details of the changes at the Mega Bingo website.

### 3. Termination or Suspension of MegaBingo Membership

3.1 MegaBingo gives no warranty as to the continuing availability of MegaBingo Membership. MegaBingo may terminate or suspend MegaBingo Membership at any time. MegaBingo will give at least 14 days notice to Members of such termination or suspension, except if MegaBingo ceases to operate in which case MegaBingo Membership will cease immediately.

3.2 If MegaBingo terminates or suspends MegaBingo Membership, Members will be able to redeem Points during the notice period in accordance with these Terms and Conditions, except where MegaBingo is ceasing to operate or has gone into liquidation or other form of administration, in which case MegaBingo may terminate or cancel immediately without notice.

### 4. Membership

4.1 Membership of MegaBingo is open only to individuals. Membership is not open to families, groups, companies, trusts, partnerships, other entities, government departments, agencies, animals or inanimate objects.

4.2 Persons wishing to become Members must apply for Membership and pay any applicable joining or other fees. Membership is offered at the discretion of MegaBingo. MegaBingo has the right to accept or reject any application for Membership.

4.3 Each Member may have only one MegaBingo Membership account.

4.4 Successful applicants will be assigned a Membership card and may be sent a Membership kit.

4.5 New Members may, before they use their Membership and within two weeks of receiving their Membership number, notify MegaBingo that they no longer wish to be a Member. MegaBingo will then cancel their Membership and refund any joining or other fees paid for that Membership. Otherwise, Membership is non-refundable and is not transferable.

4.6 A Member's mailing address may be used to determine their eligibility for Benefits, promotions and other offerings.

4.7 Each Member must advise MegaBingo of any change of name, address, or other details as soon as practicable after the change. 5.8 Members may, at any time, cancel their Membership by providing written notice to MegaBingo.

## **5. Use of the Card, Membership Number and Benefits**

5.1 By using the Card or Membership number, or claiming any Benefit, the Member agrees to be bound by the Terms and Conditions and provides the consent relating to personal information. Points may only be earned and/or redeemed in accordance with these Terms and Conditions as amended from time to time.

5.2 The Card is and will remain the property of MegaBingo and must be returned on demand. It is not a payment card.

5.3 The Card and Membership number are valid for use only by the Member and are not transferable in any circumstances. If there is a validity period on a Card, the Card may be used only during that validity period.

5.4 MegaBingo reserves the right at any time to require the Member to produce their Card and to quote their Membership number in order to earn Points with MegaBingo.

5.5 In the event of loss, theft or unauthorised use of your Card or unauthorised use of your Membership number, it is your responsibility to advise MegaBingo as soon as possible. The Member is liable for all use of the Card until MegaBingo is notified of the loss, theft or unauthorised use.

## **6. Member Obligations and Responsibilities**

6.1 Members must not:

- (a) act in any way which breaches these Terms and Conditions; or
- (b) abuse or misuse MegaBingo Membership, Benefits, facilities, services or arrangements accorded to the Member as a result of Membership including by:
  - (i) engaging in illegal or fraudulent activities;
  - (ii) supplying or attempting to supply false or misleading information, or making a misrepresentation to MegaBingo;
  - (iii) selling, assigning, transferring or acquiring, or offering to sell, assign, transfer or acquire any Award, Benefit or Points other than in accordance with these Terms and Conditions;
  - (iv) acting in a hostile, abusive or aggressive way towards MegaBingo staff;

6.2 Each Member is responsible for ensuring that they have sufficient Points to redeem for any Award that they request.

6.3 Each Member is responsible for regularly checking their Membership account and must:

- (a) notify MegaBingo of any omissions, incorrect entries or other discrepancies;
- (b) notify MegaBingo of any omissions, incorrect entries or other discrepancies within six months of any other transaction (or such other period specified by the partner).

## **7. Suspension or Termination of Membership**

7.1 If a Member has committed a material breach of any of the Terms and Conditions, whether intentionally or otherwise, then MegaBingo may do any one or more of the following:

- (a) suspend or terminate the Member's Membership and/or the right of the Member to use the Card; or
- (b) reverse or cancel the Member's Points or any part thereof;

7.2 Membership will terminate automatically on the death of a Member. Points earned but not yet redeemed or transferred prior to the death of the Member will be cancelled. MegaBingo will close the Member's account on notification of the Member's death. MegaBingo will not be liable for any loss or damage whatsoever suffered by any person as a result of such cancellation.

## **8. Earning Points**

### **8.1 General**

8.1.1 To earn Points, Members must produce their card and may be required to quote their name when making any purchase.

8.1.2 A Member may earn Points only in relation to:

- (a) purchases made at the ticket window; and
- (b) purchases made at the canteen.

Except as provided elsewhere in these Terms and Conditions, or as otherwise specified by MegaBingo, Points may be credited only to the account of the Member who has acquired the eligible goods or services.

8.1.3 Points will not be awarded in relation to any products or services that are cancelled, refunded or returned. MegaBingo may cancel or deduct any Points that have been awarded in relation to cancelled, refunded or returned products or services.

### **8.2 Points Validity**

8.2.1 Except as otherwise provided in these Terms and Conditions, all Points that were acquired more than 12 months prior will automatically expire at the end of each calendar year.

8.2.2 Points cannot be re-credited once they have expired.

8.2.2 MegaBingo reserves the right to reverse or cancel any Points credited to a Member incorrectly, or not in accordance with, or in breach of, the Terms and Conditions at any time.

## **9. Redeeming Points**

9.1 MegaBingo Members may redeem their points at the ticket window or canteen.

9.2 Points redemption may be subject to personal income or other tax assessment. Members are advised to check with their accountant or tax adviser for further information.

9.3 The Terms and Conditions applicable to points redemption will be those in force at the time the Points are redeemed.

9.4 The number of Points that must be redeemed are determined by MegaBingo. MegaBingo may require a minimum number of Points be redeemed as part of any redemption. MegaBingo does not give any warranty or make any representation in relation to the underlying value of any points.

9.5 Members must have in their account the number of Points required to redeem the chosen Award at the time the redemption is processed. Any payment of a money amount required to obtain an Award must be paid

9.6 Points cannot be converted to or exchanged for money.

9.7 MegaBingo may make other Awards available for redemption through MegaBingo Membership for a specified period. Details and any additional terms and conditions applicable to those other Awards will be provided by the applicable Award supplier and/or at this website.