

# TERMS OF MEMBERSHIP

**1.0 MEMBERSHIP** 1.1. Membership is free. A person can apply for the Derrimut Hotel membership by completing mandatory details online at [www.derrimuthotel.com.au](http://www.derrimuthotel.com.au), via the application form, via the app or by joining in venue. 1.2. Members will be bound by these Terms and Conditions which may vary. The Derrimut Hotel will attempt to notify members of changes but shall not be liable in anyway for failure to do so. 1.3. A member must notify The Derrimut Hotel of personal detail changes or of a lost or stolen membership card. The Derrimut Hotel is not liable for delays in replacing a membership card or for any unauthorised use. 1.4. Points will not be credited until an individual becomes a member. Disputes regarding member's points must be notified to The Derrimut Hotel at [derrimutadmin@southfork.com.au](mailto:derrimutadmin@southfork.com.au). A written statement by The Derrimut Hotel deciding any such dispute is final and binding. 1.5. The Derrimut Hotel may terminate a membership without notice for any reason including, without limitation, if the member: 1.5.1. Fails to comply with these membership Terms and Conditions; 1.5.2. Abuses any privilege accorded to the member, or 1.5.3. Supplies any misleading information or makes any misrepresentations to The Derrimut Hotel's staff or management; 1.5.4. If the member does not use his or her membership card for a period of 12 months. 1.6. A member may terminate his or her membership at any time by giving written notice to The Derrimut Hotel at [derrimutadmin@southfork.com.au](mailto:derrimutadmin@southfork.com.au). 1.7. Membership cards are not credit cards, not transferable, cannot be redeemed as cash and remain the property of The Derrimut Hotel. 1.8. Any tax, liability, or duty arising from a member's participation in The Derrimut Hotel's membership program, is the responsibility of the member.

**2.0 EARNING POINTS** 2.1. Points will be credited to member's account for purchases on qualifying goods and services. 2.2. The Derrimut Hotel will determine which goods or services are qualifying and the number of points credited. 2.3. A member must present their membership card to The Derrimut Hotel's staff before purchase is concluded. Failure to present the card results in no points being credited.

**3.0 OTHER DEDUCTIONS OF POINTS** 3.1. The Derrimut Hotel can deduct points from a member if points credited were in error, refund is given or purchase cancelled. 3.2. Points are not redeemable in exchange for goods or services provided by the venue. 3.3. Daily points totals will expire 12 months after being earned.

**4.0 GENERAL** 4.1. The Derrimut Hotel, without prior notice to members, can change the goods and services which qualify for points and the number of points awarded. 4.2. The Derrimut Hotel reserves the right to suspend or terminate the membership program at any time without notice. The Derrimut Hotel will not be liable for the suspension or termination of the program on any account whatsoever including (without limitation) for any points balance in a member's account at the time of suspension or termination. 4.3. The Derrimut Hotel assumes no liability to a member whether for negligence, breach of contract or otherwise except; 4.3.1. Any claim relating to points to crediting that number of points to the member's account. 4.4. A notice shall be deemed to be given by The Derrimut Hotel to a member if it is sent to the postal or e-mail address of the member appearing in the database. 4.5. These terms and conditions will be construed according to and be governed by the laws of Australia. The parties submit to the exclusive jurisdiction of the courts in and of Australia in relation to any dispute arising under these terms and conditions.

**5.0 PRIVACY STATEMENT** 5.1. The Derrimut Hotel may collect information about members. The membership database contains the following member information: 5.1.1. Name, address and telephone number(s). 4.1.2. Transaction details associated with the collection of membership program points. 5.1.3. Points collected and awards provided. 5.1.4. E-mail address. 5.2. Member database information will be made available to The Derrimut Hotel's agents involved in administering the membership program. Information from the membership database will be made available to and used by The Derrimut Hotel and its agents for marketing, planning, product development, research and other commercial purposes. 5.3. Each member consents and agrees to: 5.3.1. The Derrimut Hotel and its agents accessing the information contained in the member database; 5.3.2. The disclosure of any information contained in the member database to The Derrimut Hotel and its agents for the purposes set out above; and 5.3.3. The disclosure of any information contained in the member database by The Derrimut Hotel or its agents for the purposes referred to above.



**The Derrimut**

— HOTEL | SUNSHINE —



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