

Gift Cards

Terms and Conditions

1. Introduction

These Terms and Conditions of use apply to all Gift Cards and Promotional Gift Cards issued by Delaware North Darwin Casino Pty Ltd ABN 54 009 624 417 trading as Mindil Beach Casino and Resort.

YOUR PURCHASE, REDEMPTION OR ATTEMPTED REDEMPTION OF A GIFT CARD CONSTITUTES YOUR ACCEPTANCE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE AND AGREEMENT TO THE PRIVACY POLICY AND SECURITY NOTICE.

This document contains the full set of Terms and Conditions governing your use of the Gift Card or Promotional Gift Card. We recommend that you read this document carefully before using the Gift Card or Promotional Gift Card. If you have any complaints, questions or would like more information about your Gift Card, please call +61 8 8943 8777, visit the website www.mindilbeachcasinoresort.com.au.T

2. Definitions

"PIN CODE" means the 4-digit PIN CODE printed and concealed on the back of the Gift Cards.

"Mindil Beach Casino and Resort" means Delaware North Darwin Casino Pty Ltd ABN 54 009 624 417 trading as Mindil Beach Casino and Resort of Gilruth Avenue, The Gardens, Mindil Beach, Darwin 0820

"Gift Card" means the gift card that you have purchased, that may be redeemed for product and/or services at Mindil Beach Casino and Resort such as, Food & Beverage, Hotel and Spa services as stipulated by the card issued.

"Promotional Gift Card" is a complimentary offer issued by Mindil Beach Casino and Resort which are subject to these Terms and Conditions and may be subject to further terms as issued on the Promotional Gift Card.

In the event there is a conflict between the term(s) stipulated on the valid Gift Card or Promotional Gift Card and these Terms and Conditions, the term(s) of the Gift Card or Promotional Gift Card will prevail specific to the relevant term(s) only within these Terms and Conditions.

A reference to "we" or "us" is a reference to Mindil Beach Casino and Resort.

A reference to "you" or "your" is a reference to the person who is in possession of the Gift Card at the relevant time for the purposes of these Terms of Use and Conditions, or who authorises another person to do something with or to the Gift Card on their behalf.

3. Gift Card/ Promotional Gift Card Redemption & Exclusions

3.1. Redemption

Except for the exclusions listed in paragraph 3.2 (Exclusions) below, once loaded with value your Gift Card or Promotional Gift Card may be redeemed for purchases at all Mindil Beach Casino and Resort outlets.

3.2. Exclusions

The following are the exclusions applicable to the redemption of your Gift Card or Promotional Gift Card:

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- i. all purchases made via phone, email or website;
- ii. payments toward bills, including utility bills, credit card accounts, or any other financial obligations;
- iii. use of the Gift Card for any gaming or wagering activities, including but not limited to electronic gaming machines, table games, and sports betting;
 - a) redemption for cash or exchange for other forms of tender;
 - b) purchases or transactions prohibited by law or gaming policy.

You agree that you will not use your Gift Card or Promotional Gift Card to purchase goods or services that a retailer is not permitted to supply to you (for example, a retailer cannot by law sell alcohol to you if you are under 18 years of age).

4. How to load value onto your Gift Card

4.1. Gift Card purchases

Nominate the value you wish to be loaded on the Gift Card. The minimum load value is \$30.00 and the maximum load value is \$1,000.00.

4.2. All Gift Cards

Pay for your Gift Card value with the tender of your choice of Cash or EFTPOS. The transaction will be completed when the Gift Card is activated and loaded with value.

There may be a delay with the Gift Card activating in the system once loaded. During this delay, the Gift Card cannot be used for purchases or transaction enquiries.

Except if expressly stated by us in the case of special promotions, you will not be awarded any Lucky North Club loyalty points when you purchase a Gift Card.

4.3. Complimentary Gift Cards

Gift Cards for Sponsorship and Promotions are produced directly from Mindil Beach Casino and Resort and are pre-loaded and activated in bulk in accordance with a Sponsorship or Promotion application, unless otherwise agreed upon.

4.4. We Love Locals and Dining Credit Gift Cards

We Love Locals Gift Cards and Dining Credit Gift Cards are used for the purpose of Hotel promotions and are produced directly from Mindil Beach Casino and Resort front desk and activated in accordance to the number of nights booked. In the event of an early check-out no further credit will be loaded.

5. Using your Gift Card

5.1. Making a purchase with your Gift Card:

Present your Gift Card at any valid point of sale at a Mindil Beach Casino and Resort. The transaction will be completed when the balance has reduced on your Gift Card.

No cash or change will be provided for any remaining balance on the Gift Card. The remaining balance will be reflected on the Gift Card and can be applied, in full or in part, toward future purchases until the Gift Card's expiry date. You agree that we can reduce the Remaining Gift Card Value by the value of all purchases of

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goods and services that are authorised by you. Transactions are authorised by you by:

- i. Allowing a Mindil Beach Casino and Resort operator, at the point of sale; or
- ii. giving us details of the Gift Card and authorising the transaction in some other way approved by us.

When you authorise a transaction:

- i. you are confirming that the transaction correctly represents the purchase price of the goods or services obtained; and
- ii. you are agreeing to pay the amount of that transaction by the reduction of the Remaining Gift Card Value.

5.2. Purchases exceeding the Remaining Gift Card or Promotional Gift Card Value

Your Gift Card or Promotional Gift Card may only be used to make purchases up to the initial or remaining Gift Card or Promotional Gift Card value. If you wish to make a purchase for an amount that exceeds the Gift Card or Promotional Gift Card Value (and where applicable remaining value), you must pay the excess using another payment method.

5.3. No cash advances

Gift Cards and Promotional Gift Cards are not legal tender, account cards, credit or debit cards or securities. You cannot obtain any cash advance with your Gift Card, redeem your Gift Card for cash or receive any portion of the remaining Gift Card Value or Promotional Gift Card Value in cash.

5.4. Checking your Gift Card balance

You will not be sent statements of transactions on a Gift Card or Promotional Gift Card. You can check your Gift Card balance at any time at a Mindil Beach Casino and Resort outlet or the Lucky North Club.

5.5. Can I exchange my Gift Card or Promotional Gift Card?

You cannot exchange your Gift Card or Promotional Gift Card for a different denomination or type of Gift Card or Promotional Gift Card for another tender, cash or discount.

5.6. Can I purchase a gift card using a Gift Card?

Gift Cards cannot be used to purchase another gift card or Reload Gift Cards.

5.7. Destruction of Gift Card with no value

All Gift Cards and Promotional Gift Cards remain the property of Mindil Beach Casino and Resort. If the remaining value is zero your Gift Card or Promotional Gift Card cannot be reloaded. Our point of sale operator may destroy your expended Gift Card or you must destroy it by cutting it in half diagonally.

5.8. Reload of Food & Beverage Card with no value

All Gift Cards remain the property of Mindil Beach Casino and Resort. If the remaining Food & Beverage Card value is zero your Food & Beverage Card can be

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reloaded. Our point of sale operator may reload your Food & Beverage Card as listed in paragraph 5.1.

6. Expiry, cancellation and re-issue of Gift Cards

6.1. Expiry of Gift Cards and Promotional Gift Cards

All purchased Gift Cards (Clause 4.2) will be valid for use for three years from the date of issue, after such time it will be invalid. All other Gift Cards (Clause 4.3 and 4.4) will remain valid until the agreed expiry date, after such time they will be invalid. To avoid losing any remaining balance, you must use the full value of your Gift Card before the expiry date. Any unused balance after the expiry date will be forfeited to Mindil Beach Casino and Resort.

6.2. Cancellation and voiding of Gift Cards and Promotional Gift Cards:

- i. Gift Cards and Promotional Gift Cards cannot be cancelled once they are issued except if voided by Mindil Beach Casino and Resort, if their value is used or if they expire.
- ii. We reserve the right to void any Gift Card or Promotional Gift Card that appears to have been defaced, mutilated, altered or tampered with in any way and Mindil Beach Casino and Resort may subject Gift Cards to a verification process.
- iii. Mindil Beach Casino and Resort reserve the right to cancel any Gift Card, Promotional Gift Card or the Gift Card program, for any reason at any time without notice. In such instances (except those set out in paragraph 6.2.ii) we will elect to provide a replacement Gift Card or Promotional Gift Card.
- iv. We reserve the right to correct the balance of your Gift Card or Promotional Gift Card if we believe that a clerical or accounting error has occurred.

6.3. Re-issue of faulty or damaged Gift Cards or Promotional Gift Cards

A re-issue of faulty or damaged Gift Cards or Promotional Gift Cards is not available unless the fault or damage is proven to be a result of the production process or otherwise due to the fault of us or our agents or contractors.

7. Lost or stolen Gift Cards or Promotional Gift Cards

Treat your Gift Card like cash. Lost or stolen Gift Cards will not be replaced or refunded. The bearer of the Gift Card will be taken to be the owner of the Gift Card.

8. Your Gift Card or Promotional Gift Card, your responsibility

You are responsible for the use and safety of your Gift Card. You are liable for all transactions on your Gift Card or Promotional Gift Card, except to the extent to which there has been fraud or negligence by us.

9. Changes to Terms and Conditions of Use

Mindil Beach Casino and Resort reserves the right to change, extend or cancel the promotion/offer or alter any of these Terms and Conditions without notice. Changes will be posted on www.mindilbeachcasinoresort.com.au.

10. Privacy and confidentiality

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Our Privacy Policy explains how we handle the personal information that we may collect from you with respect to Gift Cards or Promotional Gift Cards. A copy of the Delaware North Privacy Policy is available at <https://www.delawarenorth.com/privacy-au/>. It is important that you read and understand the Privacy Policy.

11. Errors and complaints

If you have reason to believe that an error has occurred in relation to your Gift Card or Promotional Gift Card, you should call +61 8 8943 8777.

12. Limitation of liability

You have certain rights under Australian consumer law that cannot be excluded and remain unaffected by these Terms and Conditions. Beyond these statutory rights, any other implied conditions under any laws are excluded from these Terms and Conditions. To the fullest extent allowed by law, we are not liable for any loss or damage (whether direct, indirect, or consequential) arising from any cause. Additionally, we will not be considered in breach of these Terms and Conditions due to failure to fulfill our obligations, except in cases of gross negligence on our part. If liability to you is established, and to the extent permitted by law, our total liability is limited to the balance on your Gift Card or Promotional Gift Card.

13. Applicable law

These Terms and Conditions are governed by the laws of the Northern Territory, Australia. The decisions of Mindil Beach Casino and Resort management are final.