



Mandurah Bowling & Recreation Club

Terms and conditions File- TC011/7/14

V1- first

V1.1- Foxtel inclusions and digital media rights

V2- cards, death or injury and duty of care

CURRENT- Social media and digital detail

The MBRC Governance policies listed below indicate the clubs obligations to its members, staff and community as well as the obligations that users and/or potential users are assumed to have accepted prior to using/entering and / or participating in any given activity/event promotion as happens from time to time as well as all policies linked to the following-
The MBRC Membership-Card, Loyalty program, social media, website, affiliated links and partners and copyright protection

In the event that any listed item and or item mentioned contravenes local state or federal law the MBRC will always abide by the relevant legislation.

As author of this document the MBRC, it's Board and/or management in no way offer or attempt to offer any form of legal or formal advice and recommend that if unsure of policy wording and/or meaning that the reader(s) or affected parties as defined below seek legal advice before proceeding with any of the programs, facilities events, promotions and/or competitions as well as any other not listed item as maybe included as amended from time to time forthwith.

The MBRC is a Good Sports Club and adheres to the relevant requirements

The MBRC is a Companion card and physical barrier friendly venue

Rules, Regulations and Disclaimers

Definition of 'premise'

Premise describes the use or interaction of Lot 347 and all land as relating to Land Act 1972, Events serviced or entertained by the MBRC and/or MBRC appointed representatives it's Web Sites and social media sites as well as print, radio or visual advertising. All use of ('MBRC') from here within is defined as premise.

For (MBRC)

Mandurah Bowling and Recreation Club Incorporated, its subsidiaries and affiliates ("MBRC") requires that all the visitors to our premise adhere to the following rules and regulations. By accessing the premise (web/social media included) you indicate your acknowledgment and acceptance of these terms and conditions.

1. LAWS AND REGULATIONS

User access to and use of the premise is subject to all applicable Constitutional, federal, state and local laws and regulations.

2. COPYRIGHT/TRADEMARKS

the trademarks, logos and service marks ("Marks") displayed at the MBRC are the property of MBRC and other parties. Users are prohibited from using any Marks for any purpose including, but not limited to use as metatags on other pages or sites on the World Wide Web or any other form of print or transmission without the written permission of MBRC or such third party which may own the Marks. All information and content including any software programs available on or through the MBRC ("Content") is protected by copyright. Users are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any Content available on or through the Site for commercial or public purposes.

3. ECARD TERMS OF USE

The (ECARD) refers to the magnetic striped card issued to a Member after registration or continuance of financial status as per renewal terms and conditions.

The MBRC and related affiliates accept no responsibility or accept no liability for damage, personal injury or loss, financial loss or hardship suffered as a result of, including but not limited to Theft of Card, Loss of Card, Damage of Card or authorized/unauthorized transfer and/or use of card.

The MBRC and related affiliates provide users with the ability only to transfer tendered Australian currency to the users ECARD. The MBRC makes no reference or intention to offer financial advice. Any advice received from the MBRC, its authorized representatives or affiliates is general in nature and users accept that the decision to use and the amount to tender is that of the user entirely.

The MBRC accepts no liability, except those written into law for loss of any kind including directly and/or indirectly suffered due to, including but not limited to Human error, network or system failure, ecard system failure, virus or other malicious program.

The MBRC agrees as far as practically possible to Charge the users ecard at the appropriate POS price as determined by the operations manager and subject to change from time to time without notice, written or other. The MBRC agrees that it will provide with reasonable notice given as determined by the operations manager of the time the user with all relevant transaction information. The MBRC however

makes no representation to the validity or accuracy of the report and users should view at their own risk and make reference to the date of the report issued.

The User accepts that the MBRC reserves the right to alter account balance if required due to accounting, human or software error and that the user cannot dispute the changes except through relevant consumer protection authorities.

The User accepts that the total available balance at any given time is the balance available and that no report, invoice statement, personal guarantee or interaction previously received is accepted as evidence of current account balance

The MBRC is not a credit provider or Banking institution. The MBRC ecard balance is for the exclusive use of Food, Beverage and Bowls facilities/products and/or services and is not for use outside of the MBRC. The user accepts that the balance does not accrue interest or value of any kind excluding those benefits received relating to the MBRC loyalty program [See MBRC loyalty program terms of use]

The MBRC may at any time begin or cease charging fees relating to the upkeep and maintenance of users account and the user accepts that fees and charges may be determined on a user basis. The MBRC agrees to inform user of changes to fees with no less than 61 days' notice.

The User accepts that the balance must (unless approved by the operations manager of the time) always remain in credit. The MBRC accepts no liability for users inability to pay outstanding purchase from Ecard, however if a line of credit is extended, the user accepts the penalty rate of interest calculated on credit amount of 27%pa. The user may at the MBRC's discretion be required to provide the MBRC with security to that value as determined by the MBRC.

The MBRC sets no limits on the amount a user deposits to balance. The MBRC sets no date for expiry of the deposited funds.

The use of the ecard includes the following conditions a) the balance is non-refundable, non-redeemable and cannot be transferred to other members, including spouse, relative or siblings. B) The user's ability to access and deposit funds onto the card is only available while being a current financial member in relevant category 3) In the event of the member no longer being financial, the balance will be transferred to the MBRC 4) The user agrees that in the event of the user being deceased the remaining balance be transferred to the MBRC. 5) No correspondence will be entered into unless prescribed in the terms and conditions

4. NO WARRANTIES

ALL CONTENT, PRODUCTS, AND SERVICES AT THE MBRC, OR OBTAINED FROM A COMPANY, PERSON OR OTHER ENTITY TO WHICH THE MBRC IS LINKED (A "LINKED ENTITY") ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY.

MBRC DOES NOT ENDORSE AND IS NOT RESPONSIBLE FOR (A) THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT MADE THROUGH THE MBRC BY ANY PARTY OTHER THAN MBRC, (B) ANY CONTENT PROVIDED BY LINKED AFFILIATES OR (C) THE CAPABILITIES OR RELIABILITY OF ANY PRODUCT OR SERVICE OBTAINED FROM A LINKED AFFILIATE.

OTHER THAN AS REQUIRED UNDER APPLICABLE CONSUMER PROTECTION LAW, UNDER NO CIRCUMSTANCE WILL MBRC BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A USER'S RELIANCE ON INFORMATION OBTAINED THROUGH THE MBRC OR A LINKED AFFILIATE, OR USER'S RELIANCE ON ANY PRODUCT OR SERVICE OBTAINED FROM A LINKED AFFILIATE. IT IS THE RESPONSIBILITY OF THE USER TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE MBRC, OR OBTAINED FROM A LINKED AFFILIATE. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC OPINION, ADVICE, PRODUCT, SERVICE, OR OTHER CONTENT.

5. LIMITATION OF LIABILITY FOR USE OF THE MBRC AND LINKED AFFILIATES

THE INFORMATION, SOFTWARE, PRODUCTS AND DESCRIPTIONS OF SERVICES PUBLISHED BY/ON THE MBRC OR A LINKED AFFILIATE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS, AND THE MBRC SPECIFICALLY DISCLAIMS ANY LIABILITY FOR SUCH INACCURACIES OR ERRORS. THE MBRC DOES NOT WARRANT OR REPRESENT THAT THE CONTENT IS COMPLETE OR UP-TO-DATE. THE MBRC IS UNDER NO OBLIGATION TO UPDATE ANY CONTENT ON THE MBRC. MBRC MAY CHANGE THE CONTENT OF THE MBRC PRODUCTS AND SERVICES AT ANY TIME WITHOUT NOTICE. MBRC MAY MAKE IMPROVEMENTS OR CHANGES TO THE MBRC ITS PRODUCTS AND SERVICES AT ANY TIME.

YOU AGREE THAT MBRC, ITS AFFILIATES AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS WILL NOT BE LIABLE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, COST OF PROCURING SUBSTITUTE SERVICE OR LOST OPPORTUNITY) ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE MBRC OR A LINKED AFFILIATE, OR WITH THE DELAY OR INABILITY TO USE THE MBRC OR A LINKED AFFILIATE, EVEN IF THE MBRC IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON LIABILITY INCLUDES, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY VIRUSES WHICH MAY INFECT A USER'S EQUIPMENT, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (e.g., YOU CANNOT ACCESS YOUR INTERNET SERVICE PROVIDER), UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS OR ANY FORCE MAJEURE. MBRC CANNOT AND DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE ECARD, POS SERVERS AND NETWORK, BACK OF HOUSE SOFTWARE, WEB SITE AND SOCIAL MEDIA SITES.

6. LIMITATION OF LIABILITY FOR PRODUCTS AND SERVICES ARRANGED THROUGH THE MBRC

YOU AGREE THAT THE MBRC IS A FACILIATATOR FOR THE PROVIDERS OF PRODUCTS AND SERVICES AVAILABLE THROUGH THE MBRC, INCLUDING BUT NOT LIMITED TO ECARD SERVICES. ANY AND ALL CLAIMS REGARDING ANY FAILURE OR BREACH WITH RESPECT TO THE SERVICES OFFERED THROUGH THE MBRC ARE LIMITED TO CLAIMS AGAINST ANY AND ALL SERVICE PROVIDERS. THE MBRC HEREBY DISCLAIMS ANY LIABILITY, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY DIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED BY ANY CARRIER OR OTHER SUPPLIER THROUGH THE MBRC, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENT OR OTHERWISE, OF SUCH CARRIER OR SUPPLIER AND YOU HEREBY

EXONERATE MBRC FROM ANY LIABILITY WITH RESPECT TO THE SAME.

7. CONFIDENTIALITY OF USER COMMUNICATIONS

Except as required by law and in accordance with the MBRC Privacy Statement. The MBRC will maintain the confidentiality of all user communications which contain personal user information and which are transmitted directly to the MBRC. Postings by a user on any message board or in any chat room will not be protected as confidential and The MBRC may use and provide information contained in any such postings (including any ideas, concepts, know-how or other intellectual property) to any of its parent company, subsidiaries and affiliates for any purpose whatsoever and as deemed appropriate by The MBRC.

User should be aware that Linked Affiliates may contain confidentiality provisions that differ from the provisions provided herein. The MBRC is not responsible for such provisions, and expressly disclaims any and all liability related to such provisions.

8. YOUR CONTACT WITH ADVERTISERS

Your dealings or correspondence with, or participation in promotions of, advertisers found on or through the MBRC (including, without limitation, payment and delivery of related products or services, and any other terms, conditions, representations or warranties associated with such dealings or correspondence) are solely between you and such advertisers. The MBRC makes no representations or warranties with respect to any advertising content of, or any products or services that may be obtained from, such advertisers. You agree that The MBRC will not be responsible or liable with respect to any loss or damage of any kind incurred as a result of: (a) any such dealings or correspondence between you and such advertisers, (b) content, products or services of such advertisers, or (c) the presence of such advertisers at the MBRC.

9. LINKED AFFILIATES WEBSITES

The MBRC prohibits caching, unauthorized hypertext links to the Site and the framing of any Content available through the Site. The MBRC reserves the right to disable any unauthorized links or frames and specifically disclaims any responsibility for the Content available on any other Internet sites linked to the MBRC. Access to any other Internet sites linked to the Site is at the user's own risk.

User should be aware that Linked Sites may contain rules and regulations, privacy provisions, confidentiality provisions, transmission of personal data provisions, and other provisions that differ from the provisions provided on the Site. The MBRC is not responsible for such provisions, and expressly disclaims any and all liability related to such provisions.

10. NO INVESTMENT ADVICE OR OFFERS

Nothing in/at the MBRC constitutes investment advice, including MBRC Financial reporting. MBRC constitution does not provide investor opportunity or option. All financial documentation submitted as constitutively required are materials for convenience and information only. In addition, audit reports and related materials and other content are not offers to sell or solicitation of an offer to buy any security.

11. FORWARD LOOKING INFORMATION

Certain information provided by the MBRC contains certain forward-looking statements, which are subject to risks and uncertainties and speak only as of the date on which they are made. The words "believe", "expect", "anticipate", "optimistic", "intend", "aim", "will" or similar expressions are intended to identify forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date on which they are made. The MBRC undertakes no obligation to update publicly or revise any forward-looking statements. Important factors that could cause actual results to differ materially from the company's forward-looking statements are described in The MBRC's periodic reports, including the Annual Report, quarterly reports filed with the MBRC Board of Directors and the Annual Report to Full Members as defined in the MBRC constitution.

12. PRESS RELEASES

All press releases and other materials presented or released to the community that are contained/prepared by the MBRC were, to the best of The MBRC's knowledge, timely and accurate when issued. However, the passage of time can render information stale, and you should not rely on the continued accuracy of any such material beyond the date of issuance. The MBRC has no responsibility to update any information contained in any such material. All viewers should carefully check the dates of issuance of the material contained in the Site.

13. POSTINGS

[For use in connection with Social Media, message boards or chat rooms powered by the MBRC or for the MBRC on behalf of an agent or affiliate.] The MBRC is under no obligation to review any messages; information or content ("Postings") posted on its sites by users and assumes no responsibility or liability relating to any such Postings. Notwithstanding the above, The MBRC may from time to time monitor the Postings on the Site and may decline to accept and/or remove any Postings that contain:

- Any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law.
- Advertisements or solicitations of any kind. [Note - This is not applicable for those Sites with message boards containing classified advertisements.]
- Messages posted by users impersonating others.
- Personal information such as messages which state phone numbers, social security numbers, account numbers, addresses, or employer references.
- Messages by non-spokesperson employees of The MBRC purporting to speak on behalf of The MBRC or containing confidential information or expressing opinions concerning The MBRC.
- Messages that offer unauthorized downloads of any copyrighted or private information.
- Multiple messages placed within individual folders by the same user restating the same point.
- Chain letters of any kind.

14. TRANSMISSION OF PERSONAL DATA

[For use in connection with Sites through which proprietary Card member/Customer account data may be transmitted.] User acknowledges and agrees that by providing The MBRC with any personal or proprietary user information through the MBRC, user consents to the transmission of such personal or proprietary user information as necessary for processing in accordance with MBRC's standard business practices.

User should be aware that Linked Affiliates may contain transmission of personal data provisions that differ from the provisions provided herein. The MBRC is not responsible for such provisions, and expressly disclaims any and all liability related to such provisions.

15. CHANGES TO RULES AND REGULATIONS

The MBRC reserves the right to revise these Rules and Regulations at any time and users are deemed to be apprised of and bound by any changes to these Rules and Regulations. The MBRC will indicate that changes to these Rules and Regulations have been made by updating the date indicated after "Last Modified" at the end of these Rules and Regulations.

16. VIOLATIONS OF RULES AND REGULATIONS

The MBRC reserves the right to seek all remedies available at law and in equity for violations of these Rules and Regulations, including the right to block access from a particular member and other members deemed involved by association to the MBRC subject to due process at applicable governing level.

17. ACCESS TO PASSWORD PROTECTED/SECURE AREAS

Access to and use of password protected and/or secure areas of the MBRC is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the MBRC may be subject to prosecution.

18. LOYALTY PROGRAM TERMS OF USE

The (ECARD) refers to the magnetic striped card issued to a Member after registration or continuance of financial status as per renewal terms and conditions.

The MBRC and related affiliates accept no responsibility or accept no liability for damage, personal injury or loss, financial loss or hardship suffered as a result of, including but not limited to Theft of Card, Loss of Card, Damage of Card or authorized/unauthorized transfer and/or use of card.

The MBRC and related affiliates provide users with the ability to earn and redeem rewards for use of their card on selected products and services as determined, from time to time by the operations manager. The MBRC makes no reference or intention to offer financial advice. Any advice received from the MBRC, its authorized representatives or affiliates is general in nature and users accept that the decision to use and the amount to tender is that of the user entirely.

The MBRC agrees as far as practically possible to credit the user's ecard at the appropriate level relating to that transaction as determined by the operations manager and subject to change from time to time without notice, written or other. The MBRC agrees that it will provide with reasonable notice given as determined by the operations manager of the time the user with all relevant transaction information. The MBRC however makes no representation to the validity or accuracy of the report and users should view at their own risk and make reference to the date of the report issued.

The User accepts that the MBRC reserves the right to alter account balance if required due to accounting, human or software error and that the user cannot dispute the changes except through relevant consumer protection authorities.

The MBRC provides this loyalty program in good faith for the users use of the MBRC's products and services

The MBRC may at any time change details, products and amounts included in the program may be determined on a user basis.

The User accepts that the balance must be redeemed before the commencement of a financial year as set out and as per the constitution of the MBRC and that failure to do so may result in a complete reset of accrued points. The MBRC accepts no liability for users inability to claim a prize because of failure to reach the minimum prize level a determined by the operations manager from time to time.

The use and participation of the ecard includes the following conditions a) The balance is non-refundable, non-redeemable for cash and cannot be transferred to other members, including spouse, relative or siblings. B) The user's ability to access and points onto the card is only available while being a current financial member in relevant category 3) In the event of the member no longer being financial, the balance will be deleted by the MBRC 4) The user agrees that in the event of the user being deceased the remaining balance be deleted by the MBRC. 5) No correspondence will be entered into unless prescribed in the terms and conditions

19. DIGITAL COPYRIGHT ACT - NOTIFICATION TO THE MBRC REGARDING ALLEGED COPYRIGHT INFRINGEMENT

The MBRC has registered an agent with the Australian Federal Copyright Office in accordance with the terms of the Digital Copyright Act (the "Act") and avails itself of the protections under the Act. The reserves the right to remove any Content on the MBRC which allegedly infringes another person's copyright. Notices to The MBRC regarding any alleged copyright infringement on the Site should be directed to The MBRC's General Counsel's Office Attn.: Technology Counsel at technology@symonslegal.com.au.

Trademarks and Service Marks

The following are trademarks and service marks of the MBRC, its subsidiaries and/or affiliates which may appear on the MBRC premise, MBRC Advertising and Marketing, Social media sites, outsourced events and web sites. This is not a comprehensive list.

Mandurah Bowling and Recreation Club

MBRC Box Logo

MBRC Log background device

MBRC Logo V1

More than just bowls

More than just sponsorship

The Friday Hammer Design

The Friday Hammer dynamic device

The Friday Hammer Logo

The Friday Hammer

Images of the MBRC and/or Its Staff

Images of the MBRC and/or It's members

Commercial 3rd party protection

The use of MBRC protected or serviced devices is prohibited except where the Images may contain or be used anyway which is or could be deemed as involving/including or promoting Minors, illegal activities, underage drinking, criminal activity, Improper practices and or any other act or use deemed by the MBRC as prohibited

Patents

At the time of 'last modified' No Patents, trademarks or copyrights where pending or enacted

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