

My Club Rewards Program Membership

Terms & Conditions

- 1.1 An applicant can become a Member provided they have presented an original copy of at least one item of Appropriate Identification from Category A in the definition of "Appropriate Identification" below and have completed a My Club Rewards Club application form that has been accepted by the Operator. Membership becomes effective from the time the details on that application form and an item of Appropriate Identification have been registered into the Operator database.
- 1.2 A My Club Rewards Card displaying the applicant's name and membership number will be issued to the applicant upon registration of the applicant's details into the Operator database.
- 1.3 Membership of the My Club Rewards Club is only available to individuals aged 18 years or over. The Operator reserves the right to require proof of age of the applicant prior to the applicant being considered for membership.
- 1.4 Membership is granted and maintained at the sole and absolute discretion of the Operator.
- 1.5 An applicant who is currently employed by or contracted by the Operator or its affiliates is not permitted to join the My Club Rewards Club or participate in any promotions in accordance with the requirements of the Alberta Gaming & Liquor Commission (AGLC) Terms & Conditions and Operating Guidelines.
- 1.6 Authorized representatives of the Operator may require the Member to produce a specified item or items of Appropriate Identification in addition to their membership card at any time, including during transactions.
- 1.7 The Member undertakes to notify the Operator of any change of personal information as soon as possible, by identifying themselves in person at a Guest Services booth and presenting at least one item of Appropriate Identification. These changes cannot be processed otherwise.
- 1.8 The Operator in its sole and absolute discretion reserves the right to limit the Member's participation in any rewards, benefits and/or promotions at the time of joining or at any subsequent time, depending on the item or items of Appropriate Identification presented by the Member.

2. MEMBERSHIP CARDS

- 2.1 A person is only entitled to one membership number, and is permitted only one valid card displaying that number, which shall be and remain the property of the Operator at all times.
- 2.2 It is the sole responsibility of the Member to safeguard their My Club Rewards Card and take precautions against loss or any unauthorized use of their card.
- 2.3 A My Club Rewards Card issued to the Member may only be used by that Member. The Member must not give their My Club Rewards Card to another person or Member for any purpose whatsoever. Misuse of the card can result in account suspension.

3. MY CLUB REWARD POINTS

- 3.1 Subject to Rule 3.3, Members with a My Club Rewards Club account in good standing can earn My Club Rewards Points in the following ways:
 - (a) *Visit Either Casino*
 - 25 My Club Reward Points per day on which the Member visits one or both Casinos and swipes his or her My Club Rewards Card through the kiosk at Guest Services.
 - (b) *Purchase Food & Beverages*
 - 1 My Club Reward Point for every \$1.00 the Member spends at any of the restaurants or lounges at either Casino.
 - (c) *Winning a Handpay Jackpot*
 - 1 My Club Reward Point for every \$1.00 won by the Member in a Handpay Jackpot, up to a maximum of 1000 My Club Reward Points per Handpay Jackpot (i.e. the Member will only collect points on the first \$1000 of a Handpay Jackpot win).

In addition to the foregoing, My Club Reward Points may be awarded to Members for certain other activities as the Operator may from time to time determine (if any).

- 3.2 The Member is not permitted to accrue My Club Reward Points or other benefits or rewards as a result of play by a person other than the Member named on the face of the My Club Rewards Card and any such points shall be deemed invalid and forfeited.
- 3.3 The basis, if any, upon which Members may be permitted to accumulate My Club Reward Points (including any formulae for accruing points) shall be determined by the Operator in its sole and absolute discretion and may be changed from time to time by the Operator in its sole and absolute discretion and without prior notice.
- 3.4 My Club Reward Points are not transferable and cannot be used by any person other than the Member who accumulated those points.

- 3.5 (a) It is the Member's sole responsibility to ensure that their My Club Rewards Card has been, as applicable:
- (i) swiped through the kiosk at Guest Services when visiting a Casino; or
 - (ii) handed to a slot attendant while playing on a gaming machine; or
 - (iii) handed to a table games supervisor while playing on a table game; or
 - (iv) handed to a server in the restaurant or lounge when paying for food or non-alcoholic beverages purchased,
- and My Club Rewards Points shall not be accumulated if he or she fails to do so.
- 3.6 A My Club Rewards Card that has been left unattended by the Member at a gaming machine may, at the discretion of the Operator, forfeit all My Club Reward Points earned in that time.
- 3.7 The Operator shall not be liable in any way in relation to the unavailability of My Club Rewards Points which fail to accumulate as a result of a technical malfunction, or by reason of Operator fault, misrepresentation or any other reason including any act or omission by the Operator or its affiliates or their respective agents or representatives.
- 3.8 The Operator reserves the right to adjust a Member's My Club Reward Points balance or alter any benefits or rewards where such My Club Rewards Points, benefits or rewards have accumulated as the result of a technical malfunction, operator fault, misrepresentation or any other reason including any act or omission by the Operator or its affiliates or their respective agents or representatives.
- 3.9 Any notice issued by the Operator to a Member specifying the number of My Club Rewards Points which have been deemed to have been accumulated by the Member shall be final and conclusive.

4. BENEFITS & REWARDS

- 4.1 The Operator may allow Members to redeem their My Club Rewards Points for benefits and rewards which the Operator, in its sole and absolute discretion, chooses to make available.
- 4.2 The terms and conditions upon which My Club Rewards Points may be redeemed for benefits or rewards, including the number of My Club Rewards Points (if any) required to be redeemed for any particular benefit or reward, shall be determined by the Operator in its sole and absolute discretion, and may be amended or changed by the Operator without notice.
- 4.3 In order to exchange My Club Rewards Points for any benefit or reward which the Operator has made available and for which the Member has accumulated the required My Club Rewards Points and met all applicable terms and conditions, the Member must present to the Operator the Member's current valid My Club Reward Card and do such other things as required by the Operator including, but not limited to, signature and date of birth verification checks, PIN entry and/or the presentation of at least one item of Appropriate Identification from Category A in the definition of "Appropriate Identification" below.
- 4.4 A Member's My Club Rewards Points may not be combined with another Member's My Club Rewards Points to redeem benefits or rewards (except where approved by the Operator in its sole discretion).
- 4.5 Benefits and rewards which the Operator has made available to a Member are not transferable and cannot be used by any person other than the Member who has accumulated those benefits and rewards (except where approved by the Operator in its sole discretion).
- 4.6 The Operator may at any time and without prior notice change the benefits and rewards which may be made available to My Club Rewards Members. The Operator shall have no obligation to provide any particular reward or benefit and reserves the right to substitute any benefit or reward for any other at any time and at its discretion.
- 4.7 The Operator and its affiliates and their respective agents and representatives shall not be liable in any way to any Member in relation to the availability or withdrawal of a particular benefit or reward which may have been previously displayed or promoted as being available for the exchange of My Club Rewards Points.
- 4.8 The Operator and its affiliates and their respective agents and representatives shall not be liable in any way for benefits and rewards which are unavailable as a result of a technical malfunction, or by reason of operator fault, misrepresentation or any other reason including any act or omission of the Operator or its affiliates or their respective agents and representatives.
- 4.9 The Operator reserves the right to restrict the quantity of a particular benefit or reward that a Member may exchange for My Club Reward Points.
- 4.10 My Club Rewards Card benefits and rewards cannot be used in conjunction with other discount programs, offers or special events at any casino owned or operated by the Operator or its affiliates, unless otherwise specified in the terms and conditions of a particular discount program, offer or special event.
- 4.11 Failure by the Member to claim rewards awaiting collection after a 60 day period will result in the cancellation of the transaction and the forfeiture of the corresponding My Club Reward Points.
- 4.12 Gateway makes no representations or warranties whatsoever, either expressed or implied, oral or written, in respect to any benefit or reward that may be awarded in connection with the My Club Rewards Club.

5. LOST OR STOLEN CARDS

- 5.1 In the event that a Member's My Club Rewards Card is lost or stolen the Member must immediately report the loss or theft to the Operator.

- 5.2 The Operator may replace a My Club Rewards Card at its discretion. The Operator reserves the right to charge a fee for replacement My Club Rewards Card or to cancel a membership if a Member, in the Operator's sole opinion, has claimed an excessive number of lost, damaged and/or stolen cards.
- 5.3 At least one item of Appropriate Identification from Category A in the definition of "Appropriate Identification" below must be presented by the Member in order to obtain a replacement My Club Rewards Card.

6. PERSONAL IDENTIFICATION NUMBER/ WORD (PIN)

- 6.1 The Operator may request a Member to select a PIN in a format specified by the Operator and then issue that PIN to the Member.
- 6.2 The Operator reserves the right to restrict a Member's ability to accrue My Club Reward Points and/or to participate in any reward, benefit or promotion by limiting eligibility to those Members issued PINs.
- 6.3 A PIN selected by a Member may only be used by that Member. The Member must not disclose their PIN to another person or Member for any purpose whatsoever.
- 6.4 A PIN may only be selected or reset by a Member upon presentation of at least one item of Appropriate Identification from Category A in the definition of "Appropriate Identification" below.
- 6.5 The Operator reserves the right to ask the Member to reselect an alternative PIN.
- 6.6 In each case where a PIN has been:
- (a) forgotten;
 - (b) abandoned;
 - (c) locked in those circumstances referred to in Rule 6.8 below; or
 - (d) the Member requests to re-set their PIN,
- at least one item of Appropriate Identification from Category A in the definition of "Appropriate Identification" below must be presented by the Member before the Operator will reset or issue a new PIN to that Member.
- 6.7 The Operator and its affiliates and their respective agents and representatives shall not be liable for any unauthorized exchange of My Club Rewards Points, My Club ratings or other benefits and rewards if a My Club Rewards Card is lost or stolen, or if a PIN has become known to another person. Without limiting the generality of the foregoing, Members must take all reasonable precautions to prevent their PIN becoming known to any other person, including but not limited to:
- (a) not indicating their PIN on their My Club Rewards Card;
 - (b) not voluntarily disclosing their PIN to another person; and
 - (c) not keeping a record of their PIN (without making any reasonable attempt to disguise it) with any article carried with their My Club Rewards Card or which is likely to be lost or stolen simultaneously with their My Club Rewards Card.
- 6.8 If a PIN is incorrectly entered on more than three attempts, the Operator reserves the right to prevent further access through that My Club Rewards Card to My Club Reward Points or any benefit or reward, until the PIN is re-set at a Guest Services booth, in accordance with Rule 6.6 above; provided, however, that the Operator shall have no obligation to do so and is not liable for any failure to do so.

7. SUSPENSION/TERMINATION OF MEMBERSHIP

- 7.1 The Operator, at any time and in its sole and absolute discretion may immediately terminate and/or suspend (at the Operator's option) a Member's membership of the My Club Rewards Club and/or cancel any or all My Club Reward Points which that Member has accrued, including if any of the following occur:
- (a) failure by a Member to strictly comply with the Rules whether intentional or otherwise; or
 - (b) failure by the Member to comply with the terms and conditions associated with any promotional activity related to My Club Rewards Club; or
 - (c) conduct by any Member which the Operator in its sole and absolute discretion considers to be dishonest, offensive, disruptive and/or intimidating to patrons or staff or any other person; or
 - (d) conduct by any Member which the Operator in its sole and absolute discretion considers as interfering with or misusing equipment or property; or
 - (e) the death or bankruptcy of the Member; or
 - (f) at any time the Member has been asked to leave, has had their license to enter or remain in the Casino withdrawn, has chosen to participate in the Alberta Gaming & Liquor Commission (AGLC) Voluntary Self-Exclusion Program, or been excluded from the Casino by the Operator; or
 - (g) the Member has had a cheque payable to the Operator returned by their financial institution; or
 - (h) the Member becomes an Employee or contractor of the Operator or its affiliates; or
 - (i) the Member breaches the rules of any game played in the Casino.
- 7.2 In the event that a membership is revoked, the Member must immediately return the My Club Rewards Card to the Operator.
- 7.3 In the event that the Member:
- (a) does not wish to be bound by the Rules or any amendment to the Rules; or
 - (b) becomes an Employee or contractor of the Operator or its affiliates; or

(c) in any other event wishes to terminate his or her membership of the My Club Rewards Club, the Member must return the My Club Rewards Card to the Operator and sign a termination advice form, upon which membership of the My Club Rewards Club and all of the Member's My Club Reward Points will immediately be cancelled without compensation therefor.

7.4 In the event that a My Club Rewards Card has no registered activity at either Casino for any continuous period of 180 days, any My Club Reward Points which have been accumulated in respect of that My Club Rewards Card may be cancelled without compensation therefor and the Operator reserves the right to cancel the relevant Member's membership of the My Club Rewards Club.

7.5 Subject to certain limitations as may be imposed by the Operator or applicable law, in the event of the death of a Member, that Member's executor or administrator may request the redemption of the Member's My Club Reward Points for benefits or rewards by submitting a Request for Redemption of Deceased Club Card Member's My Club Points form, along with any other documentation required by the Operator. The deceased Member's My Club Points may not be transferred to another Member and will expire if not redeemed by the Member's executor or administrator within 180 days of the death of the Member. See a Guest Services booth at a Casino for further information.

8. **PRIVACY**

8.1 The Member authorizes the Operator and its affiliates to collect, hold, use, disclose and transfer personal information concerning the Member in accordance with these terms and conditions or otherwise as permitted by law. Such information may include the Member's name, address, date of birth, telephone number(s), identification details, and any other information relating to the Member which has been collected by the Operator or its affiliates by any means including but not limited to information collected in connection with the My Club Rewards Club. The Member agrees and acknowledges that some or all of such personal information concerning the Member may be stored in servers outside of Canada, including, but not limited to, in the United States.

8.2 The Operator and/or its affiliates may be required by law to collect personal information concerning the Member pursuant to various legislative enactments, included but not limited to those dealing with casino control, financial transaction reports, taxation and occupational health and safety.

8.3 The Member acknowledges and agrees that the Operator and its affiliates and their authorized representatives may use the Member's personal information collected by any of them or otherwise lawfully obtained by any of them or their authorized representatives:

(a) for marketing, planning, product development and other commercial purposes;

(b) to comply with a lawful request including a request contemplated by clause 8.2 of these Rules;

(c) as permitted or required by any law including any applicable privacy legislation in force and as amended from time to time; and

(d) for any activities related to or consequent upon the above,

and for the purposes of the above may disclose all such information to other parties who are acting on behalf of or in conjunction with the Operator or its affiliates, provided always that such information is only used in a manner contemplated by these Rules or as otherwise permitted by law.

8.4 The Member acknowledges and agrees that the Operator may contract for any third party (including an affiliate) to carry out any of the functions which the Operator is authorized to carry out under these Rules and may disclose a Member's Personal information to such entities or other casino operators for any purpose contemplated by these Rules.

8.5 All personal information obtained by the Operator and/or its affiliates including but not limited to information about membership, My Club Reward Points and credits and the use of the My Club Rewards Card shall become and remain the property of the Operator and/or its affiliates, as applicable.

8.6 For the avoidance of doubt, if a Member, on his or her My Club Rewards Club application form, has indicated that he or she consents to the Operator and/or its affiliates providing that Member with material (including, for example and without limitation, "mail", "regular communications", "promotional material" and "offers in connection with gaming and related activities") ("Promotional Material"), that Member authorizes and consents to the Operator and its affiliates providing that Member with Promotional Material (including offers) in connection with all products and services offered by or on behalf of the Operator and/or its affiliates including gaming. The Member may, at any time, elect to opt-out of receiving any further direct marketing communications by writing to the Operator at the address provided on the back cover of these rules.

8.7 If a Member has any questions or inquiries relating to the Operator's privacy practices or procedures, or if the Member believes that the personal information that the Operator holds about the Member is not accurate, complete or up to date, the Member may write to the Operator's privacy office at the following address: info.starlight.edmonton@gatewaycasinos.com.

8.8 This clause 8 survives termination of the My Club Rewards Card or membership.

9. **TERMINATION OF OPERATION OF MY CLUB REWARDS**

9.1 The Operator may, at its sole discretion and without liability to any person, alter, amend, or suspend the operation of the My Club Rewards Club or cease to operate the My Club Rewards Club at any time without notice.

9.2 In the event that the My Club Rewards Club ceases to operate, all My Club Reward Points which have not been exchanged for currently available rewards within 180 days of the Operator issuing a notice to Members that the My Club Rewards Club has ceased to operate will be cancelled. In addition, all other benefits which have been accumulated in connection with the My Club Rewards Club will be deemed to be cancelled if they have not been claimed or used by such date.

10. GENERAL

- 10.1** The Operator reserves the right to amend or materially alter the Rules at any time without notice.
- 10.2** The Member agrees to be bound by any amendment from the date the Operator specifies that the amendment comes into force. An up-to-date copy of the Rules is available for inspection at any Guest Services booth.
- 10.3** In the event of any inconsistency between any other document brought into existence for the purposes of the My Club Rewards Club, and these Rules, these Rules shall prevail.
- 10.4** Whilst all reasonable care is taken to ensure that information, publications and advertisements supplied or provided in connection with the My Club Rewards Club is accurate, the Operator does not accept liability for any errors or omissions (including negligence) in such information, publications and advertisements, whether written or oral.
- 10.5** All decisions by the Operator in relation to the My Club Rewards Club and disputes in connection therewith are final and binding.
- 10.6** The Operator accepts no responsibility for any injury, death, damage or any other loss whatsoever incurred by the Member, either directly or indirectly relating to or arising out of My Club Rewards membership, including as a result of any act or omission (including negligence) of the Operator or its affiliates and their respective representatives, contractors and agents, and the Member releases and discharges the Operator and its affiliates, including their respective employees, agents, representatives and contractors, from any such liability, damage or loss.
- 10.7** By participating in the My Club Rewards Club, all Members agree to release, discharge, indemnify and hold harmless the Operator and its affiliates and their respective directors, officers, agents and representatives from any and all liabilities, claims, damages, demands, actions or causes of action whatsoever which they or their heirs, successors, assigns, executors or administrators may now or hereafter have directly or indirectly against them or any of them in respect of or relating to the My Club Rewards Club, the Members' participation in the My Club Rewards Club and/or the acceptance or use, misuse or possession of any benefit or reward.
- 10.8** Any tax liabilities and other duties arising from the accumulation of My Club Reward Points, and the receipt and use of benefits or rewards are and remain the sole responsibility of the Member.
- 10.9** Any alteration made to Associated Documentation by any person other than the Operator will have the effect of automatically invalidating that Associated Documentation. Associated Documentation cannot be replaced or points re-credited if such Associated Documentation is lost, stolen, damaged or destroyed, and should be kept in a safe place by the Member.
- 10.10** In consideration of the Operator admitting the Member to membership of the My Club Rewards Club, the Member agrees to be bound by these Rules and acknowledges the right of the Operator to rely upon them as an indication of the Member's consent to any acts authorized or contemplated by these Rules.
- 10.11** For the avoidance of doubt, the Operator reserves its right to waive in respect of any Member or Members (at the Operator's absolute discretion) any right or requirement of these Rules and/or the application of, or compliance with, any of these Rules. Any such waiver does not operate as a waiver of such right, requirement, application or compliance with respect to any other Member or if it arises again.
- 10.12** These Rules shall be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein. If any provision of these Rules is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions. To the extent that any provision is found to be invalid, illegal or unenforceable, a new provision will be substituted for such provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.

11. DEFINITIONS

In these Rules unless the context otherwise requires:

"Appropriate Identification" means such current and valid forms of identification from the Member as the Operator requires in its sole and absolute discretion from time to time in connection with the operation of the My Club Rewards Club. Currently these forms of identification are as follows;

Category A:

- Alberta Operator's License; or
- Alberta Motor Vehicles Division Identification Card or Alberta Registries Motor Vehicles Identification Card (this non-driver's identification is available through private registries offices); or

- Canadian Passport, Armed Forces Identification Card, Certificate of Indian Status or Immigrant Authorization; or
- Other comparable forms of identification from another jurisdiction.

In the event the required photographic identification appears not to be genuine, then a second piece of identification from the following list may be requested:

- Birth Certificate;
- Citizenship Certificate;
- Baptismal Certificate;
- Foreign Government Visa: or
- Firearms Acquisition Certificate.

“Associated Documentation” means any document arising from the operation of the My Club Rewards Club including but not limited to vouchers, complimentary slips, and similar documents;

“Casinos” means the Starlight Casino and the Grand Villa Casino;

“Handpay Jackpot” means where, due to the amount of a win, a slot machine cannot pay the customer in the typical manner, requiring the Casino staff to pay the customer out manually (i.e. by hand);

“My Club Rewards Club” means the activity conducted by the Operator pursuant to these Rules;

“My Club Rewards Card” means a card issued to a Member by the Operator pursuant to the Rules which continues to be valid and has not been cancelled by the Operator;

“My Club Reward Points” means any points (and includes any substitute as determined from time to time by the Operator in its sole and absolute discretion) which the Member may have accumulated as a My Club Rewards Member;

“Operator” means Gateway Casinos & Entertainment Limited, the operator of the Casinos;

“Employee” means full-time, part-time or casual employees of the Operator;

“Member” is a person who is granted membership pursuant to Rule 1.1;

“PIN” means Personal Identification Number/Word;

“Rules” means these Rules as amended from time to time and any policies or guidelines adopted by the Operator from time to time in its discretion in relation to the conduct of the My Club Rewards Club;