

# TERMS AND CONDITIONS

## 1. DEFINITIONS

**Membership** means membership of the MPR Program by an individual

**Member** means an individual that has been approved by Program Operator to be an Individual Member in the Program

**Card Holder** the individual who has signed up to the MPR Program

**MPR** means Marina Priority Rewards Program

**MPR Card** means the card that is supplied by Program Operator at the time of application to the MPR Program

**Points** means Reward Points earned when purchasing food, beverages, or accommodation at the participating venue

**Points Balance** means the amount of available points that accrue to the MPR Program

**Participating Venue** means any participating venue or other entity specified by the Program Operator who has agreed to participate as a Program Partner to offer points to Members from time to time

**Program Operator** means The Marina Mindarie (ABN 48 124 204 922)

**Program** means the MPR Program

**Terms and Conditions** mean these terms and conditions which apply to Members of the Program

### 1.1 About these terms

These Terms and Conditions are for the MPR Rewards Program. Your participation in the Program will be governed by these Terms and Conditions. It's a Members responsibility to read and understand them. We ask that you read them carefully.

### 1.2 When these terms apply to you

These Terms and Conditions apply to you if you are a Member of the Program. Use of your MPR Card signifies your acceptance of the Terms and Conditions

### 1.3 Changes from time to time

The Program Operator may amend these Terms and Conditions, including cancellation of Program, MPR Card, adjust Point allocation or redemption offers, remove redemption, apply restrictions, remove Membership tier or any part of the Program at any time without notice.

### 1.4 Cost

MPR Program is free to join

### 1.5 Marketing and Communication

By agreeing to the Programs Terms and Conditions, individuals agree to receive special offers and program information via email communication. Members may elect not to receive email communication by using the unsubscribe functionality within the email communications.

### 1.6 Privacy

The Marina Mindarie's Privacy Policy is available at <https://www.themarinamindarie.com/privacy/> as a MPR Member you consent to use and disclosure of your personal information in accordance with the Privacy Policy.

## **2. PARTICIPATING VENUES**

Participating Venues include:

- Marina Hotel
- The Boat
- Cabana Pool Bar & BBQ
- The Indian Ocean Brewing Co

## **3. MEMBERSHIP**

### **3.1 General Criteria**

3.1.1 Membership is for an Individual person and provides that Individual person will receive certain benefits as set out in these Terms and Conditions.

3.1.2 The Program Operator has approved the Individual's Membership application at its sole discretion.

3.1.3 Membership and points accrued, the cards use is approved for an Individual person only, the Membership is Non-Transferable to any other person including family members.

3.1.4 The Member must provide and maintain details of a valid email address at the time of joining and for their period of Membership.

3.1.5 The Membership card remains the property of the Program Operator.

3.1.6 The Membership card is issued and accepted by the Member on the conditions of use noted in this document without prejudice or liability by the Program Operator and its employees.

3.1.7 The Program Operator reserves the right to cancel and amend MPR Program at any time. (Refer 1.3)

3.1.8 Lost or Stolen MPR Cards must be reported to Program Operator immediately. A new card will be issued with points being transferred.

### **3.2 Membership Tiers**

Membership is held by an individual person

Membership currently falls into one of the three tiers:

1. Entry Level Marina Tier MPR Member
2. Mid- Tier Gold MPR Member
3. Top-Tier Black MPR Member

### **3.3 Cancellation of Membership**

3.3.1 Membership can be cancelled at any time if the Member or guests of the Member show abusive, argumentative behaviour, not abiding by instructions of the Program Operators Staff Members or Security. Refusal to leave the property by the Program Operators Staff or Security for any reason Membership may be cancelled, all points accrued will be forfeited. Under certain circumstances a Member may also be barred from any Participating Venue for a nominated period of time at the discretion of the Program Operator.

3.3.2 Membership will be cancelled when deliberate misuse of a MPR Card or another Members MPR Card.

3.3.3 Membership will be cancelled if a Member is found to deliberately allow another individual person to use the MPR card to earn points on their behalf.

## **4. POINTS**

This section sets out the Program Points that are available to Members

4.1.1 Members can check the balance of Points Balance by asking a staff member at any Participating Venue, where they can swipe via the MPR system. Points may take 24 hours to process.

4.1.2 A maximum of 3,000 points can be redeemed on any one day per card.

### **4.2 Membership Tiers Points**

The following points are required to maintain Membership Tiers

- Marina Tier 0-3500pts
- Gold Tier 3500 – 6000pts
- Black Tier 6000 + pts

4.2.1 Points are accrued during a nominated period of time set out by the Program Operator and at the end of the nominated period of time Membership Tiers may change or Membership may be revoked if number of above points are not accrued.

### **4.3 Earning Points**

4.3.1 MPR card can be used at any Participating Venue nominated by Programs Operator

4.3.2 The Card Holder must present their MPR Card to Staff prior to purchasing Food, Beverages or Accommodation.

4.3.3 Failure to present MPR Card prior to purchase Food, Beverages or Accommodation Points cannot be allocated.

4.3.2 At Participating Venues for every \$1 spend on Food and Beverages = 1 Point (EG \$20 spend will accrue 20 points)

4.3.3 Points earned for Accommodation is according to Membership Tier (refer to 4.6)

4.3.4 Points cannot be earned on Accommodation when booked via a third party (e.g. Expedia, Booking.com, Agoda etc) only Direct Hotel Bookings will accrue points.

4.3.5 Points are earned on Accommodation per reservation basis, not a per night basis. (e.g. if consecutive nights are booked this is considered a one reservation)

4.3.6 Bonus Points are earned on Boat Pen leases according to Membership Tier (refer to 4.6) Points are allocated upon full per annum booking and payment has been finalised in full.

4.3.7 Bonus Points are earned when booking Private function at Cabana Pool Bar & BBQ according to Membership Tier and points are allocated at the end of function. All general terms and conditions for holding a function remain applicable (refer to 4.6)

4.3.8 Bonus Points are earned when booking a Private Function at The Pavilion Function Centre according to Membership Tier with points are allocated at the end of function. All general terms and conditions for holding a function remain applicable (refer to 4.6)

4.3.9 Members cannot accrue points on Food and Beverages when attending a function or event as a guest at any of the Participating Venues including the Pavilion Function Centre.

4.3.10 Members can accrue points when tickets are purchased to attend an event held by the Program Operator. Points are allocated on the day at the venue not at the time of ticket purchase.

## **4.4 Redeeming Points**

4.4.1 Points can be redeemed at any of the Participating Venues, this may change from time to time by the Program Operator without notice.

4.4.2 The Card Holder must advise staff that points are to be redeemed prior to ordering.

4.4.3 Points cannot be redeemed on a tab, they must be redeemed at the time of purchase.

4.4.4 Points cannot be redeemed by any other individual, they can only be redeemed by the Card Holder.

4.4.2 Points required to redeem are:

- 1000pts Accommodation in One Bedroom Suite (see 4.4.4A)
- 250pts Free Main Meal at Participating Venue (see 4.4.3A)
- 150pts Free Entrée or Side at Participating Venue (see 4.4.3A)
- 80pts Free Standard Drink at Participating Venue (see 4.4.3C)

### **4.4.3 Redeeming Points for Food**

4.4.3A The Free Main Meal is to the maximum value of \$28 and Free Entrée or Side is to the maximum value of \$18.

Redemption for groups over 8 people or functions will not be applicable at any time

4.4.3C Free Standard Drink includes any Basic Spirit, Domestic Draught or Packaged Beer, House Wine (Surfside)

### **4.4.4 Redeeming Points for Accommodation**

4.4.4A Redeeming points for a reservation cannot be used for stays on Friday, Saturday or Public Holidays. Reservations are subject to room availability.

4.4.4B Late check out and room upgrades is only applicable to Black and Gold Members based on availability on the day and at the discretion of the Program Operator and Participating Venue.

4.4.4C Redeeming Points for Accommodation can only be made under the Card Holders name and can not be transferred or given away as a gift or donation to another individual or organisation.

## **4.5 Exclusive Member Benefits**

4.5.1 Free Room Hire at the Pavilion Function Centre is offered only to Black Membership Tier at the discretion of Management and based on minimum spend.

4.5.2 VIP Tickets to The Pavilion Function Centre Events at discounted rates are subject to availability.

4.5.3 Invitations for Black and Gold Members to attend bi-monthly guest drinks and special events will occur at the discretion of the Program Operator.

4.5.4 VIP area's available to Black and Gold Members may be moved, removed or unavailable at the discretion of the venue at any time.

#### 4.6 Member Tier Table

Membership	Marina Card	Gold Card	Black Card
Points	(0 - 3500 pts)	(3500 – 6000 pts)	(6000 + pts)
Point redemption	Yes	Yes	Yes
Points earned in F&B venues per \$ spend	1	1	1
Points earned per hotel booking	100	150	200
Late check out *	No	1.00pm	2.00pm
Complimentary welcome drink voucher	No	Yes	Yes
Room Upgrade *	No	Yes	Yes
Bi-monthly invitations to guest drink and special events *	No	Yes	Yes
Special VIP rates available for all Pavilion event tickets*	No	Yes	Yes
Free function room hire at Pavilion PA *	No	No	Yes
Access to service at VIP section in each bar?	No	VIP Bar service	VIP Bar Service
Bonus points for Cabana Function booking *	100	250	500
Bonus points for Pavilion Private Function booking*	500	750	1000
Bonus points for Marina Berth booking*	160	240	320