

TERMS AND CONDITIONS - PUBLIFE LOYALTY PROGRAM

1. The PubLife card is issued by and remains the property of Gallagher Hotel Management Pty Limited ATF Gallagher Hotel Management Trust, ABN 50 082 832 982 (GHM).
2. Application for, and/or use of your PubLife card, is deemed acceptance of the PubLife Terms and Conditions.
3. For enquiries or to report lost cards call management on 02 9922 2177 or send to Suite 1, 271 Pacific Hwy North Sydney NSW 2060.

PubLife sign up procedure:

- a. Sign up is open to all Australian residents and visitors who are 18 years and older.
- b. New members can sign up via:
 - a. Online forms available at www.PubLife.com.au or venue websites and Facebook pages.
 - b. All mandatory details must be completed to submit form/application
 - c. **Once submitted, new members will receive an email to verify their email account**
 - d. **Once verified, a PubLife card will be issued at the nominated 'local' venue and requires the new member to collect in person. No cards will be posted.**
- c. Physical sign up form in venue.
 - a. All mandatory details must be completed and the form handed to a staff member.
 - b. Once handed to staff, the new member will receive their PubLife card.
 - c. **In order to activate the card, a 24 hour period is required for data input and for new members to receive an email to verify their email account**
 - d. **Once verified, the issued PubLife card will be active for use.**

4. The PubLife card can be used at all Gallagher Hotel venues.
 - a. Discounts, benefits and credit are valid on food and beverage only at all venues excluding Triple 8 Hotel and Golden Tiger Bar locations where discounts, benefits and credit are not valid. For a full list of participating venues visit www.gallagherhotels.com.au
 - b. To redeem, members must present their PubLife card at point of sale and/or when making an order. One discount/offer per card per day is redeemable.
 - c. There are no fees associated with sign up. Any incidental costs relating PubLife are the sole responsibility of the card holder.
 - d. PubLife cards are not transferrable or redeemable for cash. The member who signed up to receive the card is the only person entitled to use the card.
5. Discount, benefits and credit are not valid on below items and services:
 - a. Daily specials
 - b. Functions and events
 - i. Function Food Packages
 - ii. Function Beverage Packages
 - iii. Room Hire
 - iv. Equipment Hire etc
 - v. Pre-arranged specials e.g. Saturdays Irish Special at the Criterion
 - vi. Exclusion: If function is running a beverage bar tab or 'pay as you go' then these items are valid to receive the standard 5% discount.
 - c. Gaming
 - d. Gift cards/vouchers
 - e. Not available in conjunction with any other offers or promotions
 - f. All Credit/Eftpos card payments will incur a 1.5% Surcharge.
6. Sign Up credit is to the value of \$10 and valid for 30 days from date of email verification.
7. Birthday credit is to the value of \$25. Credit is applied 2 weeks ahead of the nominated date of birth of member and valid for a 4 week period total. This credit applies only if the member has accrued a total spend of \$100 or more at any valid Gallagher Venue within the past 12 months of the member's birthday.
8. Exclusive member offers, promotions, events and invitations above the standard benefits of PubLife membership may be presented to members periodically on selected products or services.
 - a. These will be sent out via email and/or SMS to the details provided at time of sign up
 - b. To redeem, members must present their PubLife card at point of sale and/or when making an order. One discount/offer per card per day is redeemable.
 - c. It is the members responsibility to keep contact details associated with their PubLife card up to date. No responsibility will be taken for missed offers and/or promotions. Members can update their details by using the link provided in each email sent.
9. PubLife credit may, at GHM's discretion, expire or be cancelled.

10. Third parties who may be involved with GHM do not have any authority, express or implied, to make any representation, warranty or statement on behalf of PubLife and GHM accepts no liability in respect of such representations, warranties or statements.
11. GHM reserves the right to accept or reject any application for a PubLife card at its sole discretion.
12. GHM reserves the right to, at its discretion, suspend or terminate a PubLife membership for reasons including, but not limited to, a breach of these Terms and Conditions, any engagement in or suspicion of fraudulent conduct or improper use of the card. If a PubLife membership is terminated, the member will not be eligible to receive any vouchers or other rewards thereafter.
13. GHM reserves the right to suspend, vary, alter or amend all or any part of these Terms and Conditions, or terminate the PubLife program at any time.
14. By applying for and/or using a PubLife card, each member agrees to the collection, use and disclosure of their personal information in accordance with GHM's privacy policy below.

GALLAGHER HOTEL MANAGEMENT'S PRIVACY POLICY

COMMITMENT TO YOUR PRIVACY

This site is owned and operated by Gallagher Hotel Management (GHM). Your privacy on the Internet is of the utmost importance to us. At GHM we want to make your experience online satisfying and safe.

Because we gather certain types of information about our users, we feel you should fully understand the terms and conditions surrounding the capture and use of that information. This privacy statement discloses what information we gather and how we use it.

INFORMATION GHM GATHERS AND TRACKS

- Information that users provide through optional, voluntary submissions. These are voluntary submissions to receive our electronic newsletters, to email a friend, and from participation in polls and surveys
- Information GHM gathers through aggregated tracking information derived mainly by tallying page views throughout our sites. This information allows us to better tailor our content to readers' needs and to help our advertisers and sponsors better understand the demographics of our audience. Under no circumstances do we divulge any information about an individual user to a third party.

GHM GATHERS USER INFORMATION IN THE FOLLOWING PROCESSES:

Optional Voluntary Information

We offer the following free services, which require some type of voluntary submission of personal information by users:

1. Electronic newsletters (Dispatches)

We will offer a free electronic newsletter to users. GHM gathers the email addresses of users who voluntarily subscribe. Users may remove themselves from this mailing list by following the link provided in every newsletter.

2. "E-mail this to a friend" Service

Our site users may choose to electronically forward a link, page, or documents to someone else. The user must provide their email address, as well as that of the recipient. This information is used only in the case of transmission errors and, of course, to let the recipient know who sent the email. The information is not used for any other purpose.

3. Polling

We may offer interactive polls to users so they can easily share their opinions with other users and see what our audience thinks about important issues. Opinions or other responses to polls are aggregated and are not identifiable to any particular user. GHM may use a system to "tag" users after they have voted, so they can vote only once on a particular question. This tag is not correlated with information about individual users.

4. Surveys

GHM may occasionally conduct user surveys to better target our content to our audience. We sometimes share the aggregated demographic information in these surveys with our sponsors, advertisers and partners. We never share any of this information about specific individuals with any third party.

5. Usage Tracking

GHM tracks user traffic patterns throughout all of our sites. However, we do not correlate this information with data about individual users. GHM may break down overall usage statistics according to a user's domain name, browser type, and MIME type by reading this information from the browser string (information contained in every user's browser).

GHM may track and catalogue the search terms that users enter on our pages but this tracking is never associated with individual users. We use tracking information to determine which areas of our sites users like and don't like based on traffic to those areas. We do not track what individual users read, but rather how well each page performs overall. This helps us continue to build a better service for you.

Cookies

We may place a text file called a "cookie" in the browser files of your computer. The cookie itself does not contain Personal Information although it will enable us to relate your use of this site to information that you have specifically and knowingly provided. But the only personal information a cookie can contain is information you supply yourself. A cookie can't read data off your hard disk or read cookie files created by other sites. GHM may use cookies to track user traffic patterns (as described above). Our advertising system may deliver a one-time cookie to better track ad impressions and click rates.

You can refuse cookies by turning them off in your browser. If you've set your browser to warn you before accepting cookies, you will receive the warning message with each cookie. You do not need to have cookies turned on to use this site. However, you do need cookies to participate actively in polling and surveys.

USE OF INFORMATION:

GHM uses any information voluntarily given by our users to enhance their experience in our network of sites, whether to provide interactive or personalized elements on the sites or to better prepare future content based on the interests of our users.

As stated above, we use information that users voluntarily provide in order to send out electronic newsletters and to enable users to participate in polls and surveys. We send out newsletters to subscribers on a regular schedule (depending on the newsletter), and occasionally send out special editions when we think subscribers might be particularly interested in something we are doing. GHM never shares newsletter mailing lists with any third parties, including advertisers, sponsors or partners.

When we use tracking information to determine which areas of our sites users like and don't like based on traffic to those areas. We do not track what individual users read, but rather how well each page performs overall. This helps us continue to build a better service for you. We track search terms entered in Search function as one of many measures of what interests our users. But we don't track which terms a particular user enters.

GHM may create aggregate reports on user demographics and traffic patterns for advertisers, sponsors and partners. This allows our advertisers to advertise more effectively, and allows our users to receive advertisements that are pertinent to their needs. Because we don't track the usage patterns of individual users, an advertiser or sponsor will never know that a specific user clicked their ad. We will not disclose any information about any individual user except to comply with applicable law or valid legal process or to protect the personal safety of our users or the public.

SHARING OF THE INFORMATION

GHM uses the above-described information to tailor our content to suit your needs, and to possibly help our advertisers better understand our audience's demographics. This is essential to keeping our service free. We will not share information about individual users with any third party, except to comply with applicable law or valid legal process or to protect the personal safety of our users or the public.

SECURITY

GHM operates secure data networks protected by industry standard firewall and password protection systems. Our security and privacy policies are periodically reviewed and enhanced as necessary and only authorized individuals have access to the information provided by our customers.

OPT-OUT POLICY

We give users options wherever necessary and practical. Such choices include:

Opting not to register to receive our electronic newsletters.

Opting not to participate in certain interactive areas, which completely alleviates the need to gather any personally identifiable information from our users

YOUR CONSENT

By using this site, you consent to the collection and use of this information by GHM. If we decide to change our privacy policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it.

Disclaimer For Interactive Services

GHM maintains the interactive portion(s) of their Web site as a service free of charge. By using any interactive services provided herein, you are agreeing to comply with and be bound by the terms, conditions and notices relating to its use.

1. As a condition of your use of this Web site and the interactive services contained therein, you represent and warrant to GHM that you will not use this Web site for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

2. This Web site may contain one or more of the following interactive services: bulletin boards, chat areas, news groups, forums, communities and/or other message or communication facilities. You agree to use such services only to send and receive messages and material that are proper and related to the particular service, area, group, forum, community or other message or communication facility. In addition to any other terms or conditions of use of any bulletin board services, chat areas, news groups, forums, communities and/or other message or communication facilities, you agree that when using one, you will not:

Publish, post, upload, distribute or disseminate any inappropriate, profane, derogatory, defamatory, infringing, improper, obscene, indecent or unlawful topic, name, material or information.

Upload files that contain software or other material protected by intellectual property laws or by rights of privacy of publicity unless you own or control such rights or have received all necessary consents.

Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.

Advertise any goods or services for any commercial purpose.

Offer to sell any goods or services for any commercial purpose.

Conduct or forward chain letters or pyramid schemes.

Download for distribution in any manner any file posted by another user of a forum that you know, or reasonably should know, cannot be legally distributed in such manner.

Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

Falsify or delete any author attributions, legal or other proper notices, proprietary designations, labels of the origin, source of software or other material contained in a file that is uploaded.

Restrict or inhibit any other user from using and enjoying any of the bulletin board services, chat areas, news groups, forums, communities and/or other message or communication facilities.

3. If applicable GHM has no obligation to monitor the bulletin board services, chat areas, news groups, forums, communities and/or other message or communication facilities. However, GHM reserves the right at all times to disclose any information deemed by GHM necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part.

4. You acknowledge that communications to or with bulletin board services, chat areas, news groups, forums, communities and/or other message or communication facilities are not private communications, therefore others may read your communications without your knowledge. You should always use caution when providing any personal information about yourself or your children. GHM does not control or endorse the content, messages or information found in any bulletin board services, chat areas, news groups, forums, communities and/or other message or communication facilities and, specifically disclaims any liability with regard to same and any actions resulting from your participation.

5. The information, products, and services included on this Web site may include inaccuracies or typographical errors. Changes are periodically added to the information herein. GHM may make improvements and/or changes in this Web site at any time. Advice received via this Web site should not be relied upon for personal, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

6. GALLAGHER HOTEL MANAGEMENT MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, PRODUCTS, AND SERVICES CONTAINED ON THIS WEB SITE

FOR ANY PURPOSE. ALL SUCH INFORMATION, PRODUCTS, AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

7. GALLAGHER HOTEL MANAGEMENT HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE INFORMATION, PRODUCTS, AND SERVICES CONTAINED ON THIS WEB SITE, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

8. IN NO EVENT SHALL GALLAGHER HOTEL MANAGEMENT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED

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WITH THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR
FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THIS WEB SITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS WEB SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF GALLAGHER HOTEL MANAGEMENT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

9. DUE TO THE FACT THAT CERTAIN JURISDICTIONS DO NOT PERMIT OR RECOGNIZE AN EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS WEB SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THIS WEB SITE.

10. GHM reserves the right in its sole discretion to deny any user access to this Web site, any interactive service herein, or any portion of this Web site without notice, and the right to change the terms, conditions, and notices under which this Web site is offered.

11. This agreement is governed by the laws of the State of New South Wales, Australia. You hereby consent to the exclusive jurisdiction and venue of courts in New South Wales, Australia in all disputes arising out of or relating to the use of this Web site. Use of this Web site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Gallagher Hotel Management as a result of this agreement or use of this Web site. The performance of this agreement by Gallagher Hotel Management is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of its right to comply with governmental, court and law enforcement requests or requirements relating to your use of this Web site or information provided to or gathered with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

12. This agreement constitutes the entire agreement between the user and GHM with respect to this Web site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written with respect to this Web site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Fictitious names of companies, products, people, characters and/or data mentioned herein are not intended to represent any real individual, company, product or event. Any rights not expressly granted herein are reserved.

13. Gallagher Hotel Management Level 1, 271 Pacific Hwy, North Sydney, 2060.

14. All contents of this Web site are: Copyright