



# PEERMONT WINNERS CIRCLE



## Winners Circle Terms and Conditions

By signing up to the Winners Circle Programme (“Programme”) and using your Winners Circle Card, you agree to the terms and conditions of the Programme (“Rules”) as set out below:

### 1. General

- 1.1. The Winners Circle Programme (“Programme”) is administered and controlled by Peermont Global (Pty) Ltd (“Peermont”).
- 1.2. Peermont Winners Circle Members must be 18 (eighteen) years of age or older.
- 1.3. Proof of age is required before an application form for membership will be accepted e.g., a valid Identity Document, Passport or South African Driver’s License. You are required to have your photo taken during the sign-up process.
- 1.4. Juristic persons e.g., close corporations, companies and/ or any other legal entities are not eligible to participate in the Programme. Only natural persons are eligible for the Programme. Refer to 4.2.
- 1.5. No Membership, nor benefits, rewards, Bonus Points and/ or Leisure Points are transferable, negotiable, or redeemable for cash. Only 1 (one) membership per person is permitted.
- 1.6. Only the Member in whose name the Winners Circle Card is issued, is entitled to use the Winners Circle Card and the rewards, benefits, Bonus Points and/ or Leisure Points associated with the Members’ card.
- 1.7. Approval of any application for membership to the Programme is at the sole discretion of Peermont. Any decision taken in this regard is final and binding.
- 1.8. Any use of the Winners Circle Card contrary to the rules of the Programme must be reported to Peermont immediately.
- 1.9. To activate your Winners Circle Card:
  - 1.9.1. A default PIN code will be issued to you on receipt of your Winners Circle Card. You need to change the default PIN immediately by creating your own PIN. Your PIN must be numeric and must have 4 (four) digits and may not begin with a zero. You should take

proper care and do everything that is necessary to prevent the PIN number from being lost, stolen or wrongfully used. You must ensure that any record of the PIN is kept separate from your Winners Circle Card in a safe place and you must not allow any other person to obtain knowledge of the PIN. If you forget your PIN, you need to request the Winners Circle Desk to reset the PIN; however, you will be required to provide proof of identification.

- 1.9.2. When utilizing the AutoComp facility at participating outlets within the Peermont Group, a one-time pin password (OTP) will be sent to your mobile phone to complete your transaction. Please ensure that your details are always up to date, visit our Winners Circle Desk for assistance. To ensure account safety, mobile phone numbers cannot be shared between accounts.
- 1.10. When playing slots, it is your responsibility to ensure that your Winners Circle Card is correctly inserted into the Card reader and is functioning correctly. The Card reader display will welcome the Member by name and reflect your Point balance. In the event of a system malfunction, lost or stolen card, Peermont will NOT be responsible or liable for the loss of Points or benefits. A lost or stolen Card must be reported immediately to the Winners Circle Desk.
- 1.11. Peermont reserves the right to levy a card replacement fee to replace a Winners Circle Card. If found, please return to any of the Peermont Hotels, Casinos and Resorts.
- 1.12. Peermont will lock any reported lost or stolen Winners Circle Cards. The remaining Cash balance, Bonus Points, or Leisure Points if any, may be transferred to a new Winners Circle Card. Proof of identification will be required for this process to happen.
- 1.13. The Peermont Winners Circle Card remains the property of Peermont.
- 1.14. Employees and immediate family of the employees of Peermont Group companies are not eligible to participate in the Programme.
- 1.15. By participating in the Peermont Winners Circle Programme, you agree to the rules and the terms and conditions of membership of the Peermont Winners Circle Programme.

## **2. Tier Status**

- 2.1. The accumulation and redemption of Points and the upgrade and downgrade in status tiers (e.g., Silver and Gold status) are subject to the sole and absolute discretion of Peermont.
- 2.2. Your tier status is valid for a period of 12 (twelve) months, and your tier status level will be reviewed upon renewal.
- 2.3. The Peermont Winners Circle Black Card and Sapphire Card Programme are annual programmes and are by invitation only. Additional terms and conditions apply to the Peermont Winners Circle Black Card and Sapphire Card Programme and may be changed from time to time at the sole and absolute discretion of Peermont Management. Refer to 2.4.
- 2.4. Peermont reserves the right to alter or cancel this Programme at any time, including the Programme rules and regulations, rewards and benefits, special offers, awards, Points,

expiry periods, rates at which Points are earned, and participating Peermont Hotels, Casinos and Resorts without prior notification.

- 2.5. Should any rule or benefit be unclear, visit the Winners Circle Desk for further assistance.

### **3. Awards**

- 3.1. On redemption of Leisure Points (previously referred to as vouchers), you must produce your signed Winners Circle Card. Positive proof of identity may also be required on redemption. Only 1 (one) Card per redemption transaction may be used.
- 3.2. Benefits and rewards are not negotiable, redeemable for cash and are not transferable. All benefits and rewards are subject to change without prior notice, are subject to availability and where available.
- 3.3. Bonus Points accumulated are valid for 36 (thirty-six) months, upon which any unredeemed Points will be forfeited and cannot be reclaimed. Leisure Points accumulated are valid for 90 (ninety) days, upon which any unredeemed Points will be forfeited and cannot be reclaimed.
- 3.4. Leisure Points earned as a result of a cash transaction will only be available within 72 (seventy-two) hours of the transaction on your Winners Circle Card.
- 3.5. Peermont Winners Circle benefits are not applicable in conjunction with any other discount Programmes by Peermont, promotions or offer, unless otherwise indicated by Peermont.
- 3.6. Peermont reserves the right to adjust your Points totals or prize totals where Points have accrued as a result of a malfunction, operator fault, misrepresentation, or any other reason beyond the control of Peermont.
- 3.7. Peermont uses reasonable endeavours to track a Member's spend; however, Peermont cannot be held responsible for any discrepancies due to system malfunction and/ or error; and Peermont's decision shall be final in respect of any discrepancies.
- 3.8. Peermont reserves the right to adjust Winners Circle Point balances for the settlement of merchandise, rooms, food, beverage, events or any other expense. Leisure Points may be redeemed at any participating outlet. Winners Circle cardholders must be present on redemption of Leisure Points.
- 3.9. In the event of a Winners Circle Card being incorrectly inserted, lost or stolen, Peermont cannot be held responsible or liable for the loss of funds.
- 3.10. Peermont will not be liable or responsible for the loss of funds on your Winners Circle Card due to any persons gaining unauthorised access to the Card, the Card number or the PIN or as a result of you not changing the default PIN.

### **4. Termination**

- 4.1. Fraudulent usage of the Winners Circle Card will result in the immediate loss of Winners Circle membership and all privileges will be permanently revoked.

- 4.2. Winners Circle Members issued with a Right of Admission Notice or person(s) who have self-excluded themselves from gaming or have been excluded from any Peermont property for whatsoever reason, forfeit all privileges associated with this Programme until such time that the notice expires / or the self-exclusion is uplifted by the relevant authorities.
- 4.3. If your membership Card is inactive for a period of 12 (twelve) months or longer, your Winners Circle Membership status will be downgraded to Silver status. Leisure Point balances will expire in 90 (ninety) days and Bonus Point balances will expire after 36 (thirty-six) months.

## **5. Communication**

- 5.1. By signing up as a Peermont Winners Circle Member, you agree to receiving Winners Circle communication, including communication about upcoming promotions and events.
- 5.2. You may opt-out of any communication from Peermont and / or its Partners at any time in writing, -
  - 5.2.1. by replying Stop to any SMS or email communication; or
  - 5.2.2. in person at a Winners Circle Desk at any Peermont Hotels, Casinos and Resorts.
- 5.3. You are required to notify Peermont in writing of any change of address or personal details as soon as possible. Peermont shall not be obliged to follow up with you regarding any address changes or changes of your personal details.
- 5.4. You have the right to:
  - 5.4.1. Obtain information in respect of your personal information held by Peermont;
  - 5.4.2. Request the deletion of your personal information (subject to the relevant laws); and
  - 5.4.3. Request a correction to your personal information.
- 5.5. Peermont shall not sell, transfer or make the personal information of a Winners Circle Member available to any third parties without your prior approval unless it is in terms of these Rules.
- 5.6. Peermont may make your personal information available as requested in terms of any legislation.

## **6. Partner Benefits**

- 6.1. By signing up as a Peermont Winners Circle Member, you agree that in order to redeem certain partner benefits your personal information will be shared with various national and international partner organisations (outside South Africa) for the sole purpose of benefit, offer and validation. You will always have the right to opt-out. Refer to 5.2.

## **7. Legislation applicable to your personal information and FICA**

- 7.1. To enable Peermont group to provide premium benefits and rewards through the Winners Circle Programme, it requires up-to-date and correct personal information of its Members. Personal information includes the prescribed information falling within the

definitions of personal or special personal information as set out in the Protection of Personal Information Act, 2013 (“Protected Personal Information”). The Protected Personal Information of Winners Circle Members which Peermont Group may process include the following:

- 7.1.1. Names, identity numbers, contact details, addresses, occupations;
- 7.1.2. Information regarding whether Winners Circle Members are politically exposed or prominent influential persons; and
- 7.1.3. Preferences and opinions.
- 7.2. Winners Circle Members give express consent to the Peermont Group to obtain and further process their Protected Personal Information for any lawful purposes relating to the Winners Circle Members’ participation in the Programme including to:
  - 7.2.1. allow Winners Circle Members to participate in the Winners Circle Programme;
  - 7.2.2. provide premium Benefits through the Winners Circle Programme;
  - 7.2.3. verify the identity of Winners Circle Members;
  - 7.2.4. process Bonus Points and Leisure Points of Winners Circle Members;
  - 7.2.5. monitor and analyse the conduct on Winners Circle Members’ membership accounts and profile for fraud, compliance and other risk-related purposes;
  - 7.2.6. carry out statistical and other analysis to identify potential markets and trends and/or develop new products and services; and
  - 7.2.7. to carry out certain marketing activities as set out in this clause 7.
- 7.3. Furthermore, Winners Circle Members agree and consent to Peermont Group retaining their Protected Personal Information for such periods as Peermont Group may determine necessary for its legitimate business security and record keeping purposes. Specifically, Winners Circle Members also give express consent to the Peermont Group to disclose their Protected Personal Information:
  - 7.3.1. to any person that provides services (which services may include verifying, updating and processing Protected Personal Information) to Peermont Group or acts as Peermont Group’s agent or to whom Peermont Group have transferred or propose to transfer any of its rights and duties in respect of Winners Circle Membership (some of these persons may be located outside the Republic of South Africa), and share Winners Circle Members’ Protected Personal Information with Peermont Group’s service providers, locally and outside the Republic of South Africa, as necessary. Peermont Group may ask persons who provide services to Peermont Group to agree to Peermont Group’s privacy policies if they need to access any Protected Personal Information to carry out their services;
  - 7.3.2. to Peermont Group’s legal advisors, financial advisors, auditors, or a competent court in legal proceedings; and
  - 7.3.3. to any entity which is part of Peermont Group’s group of companies for purposes related to Winners Circle Members’ participation in the Winners Circle Programme.

- 7.4. Protected Personal Information may be updated by Winners Circle Members online (where applicable) or by visiting participating Peermont Hotels, Casinos and Resorts. The access to and deletion of Protected Personal Information is subject to processes set out in Peermont Group's PAIA manual.
- 7.5. Winners Circle Members accept that Peermont Group takes reasonable and practical steps to safeguard Protected Personal information in its possession. To the fullest extent permissible by law, Winners Circle Members hereby indemnify and holds harmless Peermont Group, its employees and agents against any liability, damages and/or legal action whatsoever and howsoever arising, including negligence on the part of Peermont Group, its employees or agents and Peermont Group shall not accept liability for any damages, or any type of loss suffered by Winners Circle Members when utilizing the Winners Circle Programme and its benefits.
- 7.6. Winners Circle Members accept that it is possible for errors or system malfunctions to occur. In such instances Peermont Group reserves the right to adjust Bonus Points, Leisure Points and benefits accrued by Winners Circle Members in such instances.