

SHOW by SkyCity Programme Terms and Conditions

These terms and conditions are effective as at 13 May 2025.

Introduction

1. These “**Terms**” contain the terms and conditions of the SHOW by SkyCity programme operated by SkyCity for SHOW by SkyCity Player Cardholders and SHOW by SkyCity Rewards Cardholders (“**Programme**”) and may be amended by from time to time.
2. It is the Cardholder’s responsibility to read and understand these Terms and to comply with them at all times.
3. The latest version of these Terms can be accessed in person at any SkyCity Property or on the Website.
4. An application to become a Cardholder, ongoing participation in the Programme as a Cardholder, or use of an Account constitutes acceptance by that Cardholder of these Terms.
5. To participate in gaming or gaming related activities at a SkyCity Property, a person is required to have a Cardholder account and use the Card associated with their Account at all times when gaming.
6. Approval as a Cardholder or the possession of a Card does not give any person a right of entry to all or any part of a SkyCity Property. Entry may be refused by SkyCity in its discretion.
7. SkyCity’s decisions in relation to the Programme are final and binding.
8. Part A of these Terms apply to both SHOW by SkyCity Player Cardholders and SHOW by SkyCity Rewards Cardholders. Part B of these Terms apply to SHOW by SkyCity Rewards Cardholders only.

Definitions

Account means an account established with SkyCity that allows a Cardholder to participate in gaming at a SkyCity Property and/or opt into SHOW by SkyCity Rewards.

AML/CFT Laws means the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 and associated regulations.

Card means the Cardholder’s physical card to the Programme issued by SkyCity.

Cardholder means a SHOW by SkyCity Player Cardholder or a SHOW by SkyCity Rewards Cardholder of the Programme.

Eligible Goods and Services means the goods, services and facilities of a Service Provider in respect of which SkyCity has agreed (with the Service Provider) that SHOW by SkyCity Rewards Cardholders will earn Rewards Points.

Excluded Person means a person who is subject to an exclusion order issued under the Gambling Act.

Gambling Act means the Gambling Act 2003.

Host Responsibly Programme means SkyCity’s host responsibility programme(s) relating to the SkyCity Properties in force from time to time, as available on the Website.

PIN has the meaning given to that term in clause 17.

Privacy Policy means SkyCity’s privacy policy, available on the Website, as amended from time to time.

Programme has the meaning given to that term in clause 1.

Rewards means the benefits, goods and services provided from time to time under the SHOW by SkyCity Rewards programme that can be obtained by a SHOW by SkyCity Rewards Cardholder through the accumulation and redemption of Rewards Points.

Rewards Dollars means loyalty dollars credited to a SHOW by SkyCity Rewards Cardholder by SkyCity from time to time (in connection with a promotional event or otherwise).

Rewards Points means loyalty points earned by a SHOW by SkyCity Rewards Cardholder from the purchase or use of Eligible Goods and Services and loyalty points otherwise awarded to a SHOW by SkyCity Rewards Cardholder.

Rewards Provider means any person (including SkyCity or a related company of SkyCity) who has an agreement with SkyCity for SHOW by SkyCity Rewards Cardholders to obtain Rewards from that person in consideration of the redemption of Rewards Points or Rewards Dollars, as applicable.

Service Provider means any person (including SkyCity or a related company of SkyCity) who has an agreement with SkyCity which enables SHOW by SkyCity Rewards Cardholders to earn Rewards Points for the purchase or use of Eligible Goods and Services supplied by that person.

SHOW by SkyCity Player Cardholder means a Cardholder of the Programme who does not participate in SHOW by SkyCity Rewards.

SHOW by SkyCity Rewards means the loyalty programme administered by SkyCity and called SHOW by SkyCity Rewards, or other such name as SkyCity may determine.

SHOW by SkyCity Rewards Cardholder means a Cardholder of the Programme participating in SHOW by SkyCity Rewards.

SkyCity means SkyCity Casino Management Limited (with New Zealand company number 863698).

SkyCity Properties means each of SkyCity Auckland, Hamilton and Queenstown locations. A SkyCity Property means any one of them.

Terms has the meaning given to that term in clause 1.

Website means www.skycity.co.nz.

Part A – SHOW by SkyCity Player Cardholders and SHOW by SkyCity Rewards Cardholders

The Programme

9. A Cardholder's Account with the Programme is governed by these Terms which may change from time to time. Changes to the Terms that do not have a material adverse effect on Cardholders will be notified by making the updated Terms available in person at any SkyCity Property or on the Website. If any changes may have a material adverse effect on Cardholders, SkyCity will, where possible, provide at least 30 days' prior email notice to Cardholders.
10. The Programme is free to join and is made up of "**SHOW by SkyCity Player Cardholders**" and "**SHOW by SkyCity Rewards Cardholders**", together "**Cardholders**". A person may only hold one Cardholder account, together with an associated Card, with the Programme either as a SHOW by SkyCity Player Cardholder or, if they have opted into SHOW by SkyCity Rewards, as a SHOW by SkyCity Rewards Cardholder.
11. SkyCity is subject to AML/CFT Laws and the Gambling Act. Where required, SkyCity may collect and/or verify certain customer due diligence information from that person. Updates to this information may be requested by SkyCity from time to time. Failure to obtain and/or verify such information may prohibit SkyCity from establishing or maintaining an Account for that person.
12. To apply to join as a Cardholder of the Programme, a person must:
 - a) complete a Cardholder application form, as provided by SkyCity, either on-site at a SkyCity Property or on the Website;
 - b) at SkyCity's direction, provide such current and valid photo identification, contact and residency details as required by SkyCity;
 - c) permit SkyCity to undertake verification of their identity, including taking a photograph of the person or copying a photograph from the submitted identification. This photograph may be printed on the Card issued by SkyCity and may be used for the other purposes outlined in these Terms or in SkyCity's Privacy Policy; and
 - d) not be an Excluded Person, under the age of 20 years, trespassed or banned from a SkyCity Property, or an employee of SkyCity or any of its related companies.
13. SkyCity may accept or reject an application to join the Programme. Upon SkyCity's acceptance of an application to join the Programme, SkyCity will create an Account for that applicant. However, that applicant will not be considered a Cardholder who is permitted to transact on their Account until they have successfully printed their associated Card on-site at a SkyCity Property.
14. The ability for a Cardholder to activate and maintain an Account is at the sole discretion of SkyCity.
15. A Cardholder must notify SkyCity of any change to their name, contact or residential address details prior to next using their Card. Changes are to be notified by presenting in person at any SkyCity Property and providing supportive evidence to the satisfaction of SkyCity.

Card

16. SkyCity will issue a Card connected to the Account associated with the relevant Cardholder. Such Card must be printed or collected by the relevant Cardholder at any SkyCity Property. All Cards will remain the property of SkyCity and must be returned on request.
17. On sign-up to the Programme, Cardholders must activate a personal identification number ("**PIN**") in connection with their Card for use in gaming and gaming-related activities. When activating a PIN, a Cardholder must not choose sequential numbers, personal information or any other easily accessible personal information or numbers connected with the Cardholder. If a Cardholder incorrectly enters the PIN on three consecutive attempts, their Card and the associated Account may be locked. To unlock the Card and the associated Account, the Cardholder must present in person at any SkyCity Property and provide acceptable photo identification.
18. The Cardholder must safeguard their Card and PIN against disclosure and must not allow another person to use their Card or know their PIN for any reason.
19. SkyCity reserves the right to request further identification at any time from a person using a Card for the purpose of evidencing that the user is the Cardholder named on that Card or that the person is 20 years of age or older.
20. A Cardholder must promptly notify SkyCity in person or via the Contact Us page on the Website of any lost, stolen or malfunctioning Card or any unauthorised use of, or access to, their Card or Account. A Cardholder must provide details and particulars of such loss, theft, misuse, unauthorised access or malfunction in writing if requested by SkyCity and must return any lost or stolen Card to any SkyCity Property if later found.
21. If a Card is reported as being lost, stolen or malfunctioning, or any unauthorised use of a Card or any Account has been reported, detected or suspected, the relevant Card and/or associated Account may be suspended.

Using an Account

22. An Account is not transferable and only the Cardholder who is named on the Card is permitted to use, deposit funds into, or withdraw funds from that Account.
23. No interest is payable to a Cardholder on any funds held in an Account.
24. SkyCity may transact on an Account in accordance with the instructions of that Cardholder or otherwise in accordance with these Terms and/or legal requirements.
25. Deposits into or withdrawals from an Account may be delayed, blocked, frozen or refused if required by law.
26. SkyCity may adjust or remove transactions incorrectly made to any Account. SkyCity will attempt to return any such funds to the bank account the transaction originated from, failing which SkyCity may determine such funds to be unclaimed monies in accordance with clause 43.

Play Limits

27. A Cardholder's use of a Card may be subject to certain gaming limits which may be configured by SkyCity and/or by the Cardholder.
28. If a Cardholder's gaming activity reaches any such limit, that Cardholder's Card (or certain benefits associated with the Card) may be disabled for the applicable period of time.

Depositing into and withdrawing funds from an Account

29. A Cardholder may deposit funds into their Account for gaming and gaming-related activities in the manner specified and permitted by SkyCity. SkyCity may prohibit or impose limits and conditions on the type of deposits as well as the maximum amount that can be held in or deposited into an Account at any time.
30. Deposits into an Account that have incorrect or incomplete payee details may be refused by SkyCity.

31. An Account is not a bank account for that Cardholder. Funds deposited into an Account are received into bank account(s) maintained or managed by SkyCity and represent a pre-payment for that Cardholder's gaming and gaming-related activities at SkyCity Properties.
32. Deposits and withdrawals of funds from an Account must be in New Zealand and in New Zealand dollars unless otherwise agreed to by SkyCity. SkyCity is not liable in respect of any fees, charges or expenses charged in connection with any foreign currency transactions or any shortfall between the amount payable and the amount actually received after the payment is converted into or from New Zealand dollars.
33. Subject to any restriction imposed by law, a Cardholder may withdraw funds from their Account in the manner specified and permitted by SkyCity. SkyCity may request and require proof of identification, additional information and the completion of documentation in order for a Cardholder to withdraw funds from their Account.

Use of and access to Card information

34. Without limiting clauses 46 to 48, information in connection with a Cardholder's use of a Card are recorded on the Cardholder's Account and are maintained and handled in accordance with SkyCity's Privacy Policy (if personal information) and other legal requirements, including the Gambling Act and AML/CFT Laws.
35. At any time, a Cardholder may request that SkyCity provide a statement (including via electronic means) on the gaming and gaming-related activities that are recorded on that Cardholder's Account. Information on how to request a statement is available in SkyCity's Privacy Policy.

Suspending and cancelling a Card or closing an Account

36. SkyCity reserves the right to suspend or cancel a Card or close an Account for any reason, without notice, including but not limited to:
 - a) for any reported, suspected or actual breach of these Terms;
 - b) where suspicious activities are or may be taking place by that Cardholder or in connection with that Cardholder's Account;
 - c) in connection with SkyCity's Host Responsibly Programme or where required by law or the requirements of a Government authority;
 - d) unlawful, dishonest, inappropriate or undesirable behaviour or conduct by the Cardholder;
 - e) where the Cardholder breaches the rules of a game played in a SkyCity Property;
 - f) where the Cardholder breaches the Gambling Act;
 - g) where the Cardholder is an Excluded Person and/or trespasses in any area at any property owned or operated by SkyCity or its related companies;
 - h) bankruptcy of a Cardholder; or
 - i) where the Cardholder fails to comply with SkyCity's customer due diligence requirements, such as a failure to comply with a request to provide source of wealth information.
37. A Cardholder may at any time request that their Card be cancelled and/or Account be closed by completing the documentation as directed by SkyCity.
38. An Account will be closed on the Cardholder's death following valid execution of a cancellation form by the executor/trustee of the deceased estate.
39. SkyCity may, but is not required to, advise the Cardholder of the reason for suspending or cancelling their Card or Account. Notwithstanding, SkyCity will use reasonable endeavours to provide the Cardholder with prior notice of any closure of their Account, other than when the closure was requested by the Cardholder. For the avoidance of doubt, a Cardholder's Account will be closed on the cancellation of their Card.
40. The suspension of a Card or an Account means that:
 - a) the Cardholder's Account with the Programme will temporarily cease, however, the Cardholder may continue to make permitted withdrawals;
 - b) the Cardholder may not be able to conduct gaming, gaming-related, or other activities at SkyCity Properties; and

- c) for SHOW by SkyCity Rewards Cardholders, all accrued Rewards Points, benefits, and privileges under SHOW by SkyCity Rewards are temporarily unavailable by that Cardholder.
41. The cancellation of a Cardholder's Card (except where a Card is cancelled for the purpose of issuing a replacement Card) or closure of an Account means that:
- a) the Cardholder's Account with the Programme will be closed;
 - b) the Cardholder will not be able to conduct gaming or gaming-related activities at SkyCity Properties;
 - c) the Cardholder must return their Card to one of the SkyCity Properties; and
 - d) for SHOW by SkyCity Rewards Cardholders, all accrued Rewards Points, benefits, and privileges under SHOW by SkyCity Rewards are immediately forfeited by that Cardholder.
42. Following closure of an Account, except as required or prohibited by law, the sum of funds standing to the credit of the Account is returnable to the relevant Cardholder. The Cardholder must provide SkyCity with such further information SkyCity requires for the purposes of facilitating the return of such funds. In the event that SkyCity is unable to return funds standing to the credit of the Cardholder following the closure of their Account then SkyCity may determine such funds to be unclaimed monies and deal with them in accordance with its policies and the laws relating to unclaimed monies as set out in clause 43.
43. Where the Cardholder has had no interaction for a period of five years with any funds that have been credited to their Card ("**Funds**") and the Cardholder has not contacted SkyCity regarding the Funds, the Funds may become subject to the Unclaimed Money Act 1971 ("**UMA**"). This means:
- a) where the Funds are more than \$100, SkyCity will make reasonable efforts to contact the Cardholder and notify them that the Funds will be paid to the Inland Revenue Department in accordance with the UMA unless the Cardholder uses the Funds or contacts SkyCity within one (1) month of the notice; and
 - b) where the Funds are less than \$100, SkyCity will donate the Funds to a charity.

Cashless Gaming

44. A Cardholder may, subject to satisfying all the conditions specified by SkyCity in its sole discretion from time to time, use cashless gaming functionality on their Card, which will enable that Cardholder to:
- a) credit funds to that Card;
 - b) debit gaming machine wagers and (if permitted) electronic table game wagers from that Card;
 - c) credit gaming machine winnings and (if permitted) electronic table game winnings to that Card; and/or
 - d) withdraw funds from that Card,
- at any SkyCity Properties that have cashless gaming functionality and, in each case, up to any applicable monetary threshold as specified by SkyCity in its sole discretion from time to time.
45. A Cardholder may elect to opt-out of cashless gaming functionality by visiting a SHOW by SkyCity Guest Services desk at any SkyCity Property.

Privacy

46. All information provided by Cardholders to SkyCity and/or collected by SkyCity in relation to a Cardholder will be held by SkyCity and, to the extent permitted by law, may be disclosed by SkyCity to any third party and/or used by SkyCity, or that third party, for the following specific purposes and such other purposes as are set out in SkyCity's Privacy Policy:
- a) administering and improving the Programme, including verifying the Cardholder's identity and processing the person's application for the Programme;
 - b) operating SHOW by SkyCity Rewards (as applicable) and sending SHOW by SkyCity Rewards Cardholders marketing materials (if opted in);
 - c) maintaining security and safety at any property owned or leased by SkyCity;
 - d) recovering any debt owed to SkyCity, any related company of SkyCity;
 - e) preventing or investigating any actual or suspected misconduct, fraud or unlawful activity;
 - f) administering compliance with SkyCity's Host Responsibility Programme; and/or
 - g) meeting obligations under relevant legislation, including (without limitation) the Gambling Act, AML/CFT Laws or other applicable legal requirement.

47. Without limiting clause 46, by joining the Programme and using their Card, a Cardholder consents to SkyCity using image(s) of them, including a photograph taken of them by SkyCity, and images from any other source (whether collected before or after the person joins as a Cardholder), and faceprints made from those images, in SkyCity's facial recognition system to:
- a) identify, exclude or remove from a SkyCity Property persons to whom SkyCity may deny access; and
 - b) for other purposes relating to gaming, safety, security, preventing illegal or undesirable activities and administering compliance with SkyCity's Host Responsibility Programme.
- To the maximum extent permitted by applicable laws, SkyCity may disclose facial images and photos to, or receive them from its related companies, its service providers, other casino operators, law enforcement agencies or regulatory authorities to use solely for these purposes.
48. Pursuant to section 177 of the Gambling Act, all books, records, and documents relating to the operation of a casino, including such information held by SkyCity as it relates to a Cardholder, must be retained for 7 years following that Cardholder's final business interaction with SkyCity. Cardholders have the right to request access to and correction of the information held by SkyCity about them by contacting SkyCity in writing.

Limitation of Liability

49. Subject to applicable consumer protection laws and to the maximum extent permitted by law, SkyCity, its officers and employees are not liable for any loss, damages, cost or expense that a Cardholder may suffer or incur either directly or indirectly arising out of or in connection with:
- a) these Terms;
 - b) disclosure of a PIN by a Cardholder or use of a Cardholder's PIN by another person;
 - c) any loss, damage or other harm of any kind (including gambling losses) caused or exacerbated by, or arising from or in connection with, any problem gambling by a Cardholder at SkyCity;
 - d) a delay, block, freeze or refuse of a transfer of funds from or into an Account;
 - e) any suspension, closure or cancellation of a Card and/or an Account;
 - f) the availability, limitation, modification, expiry or withdrawal of any SHOW by SkyCity Rewards benefits, Rewards Points or privileges;
 - g) errors in the accumulation or redemption of SHOW by SkyCity Rewards benefits, Rewards Points or privileges for which SkyCity is not responsible or any other reason outside SkyCity's reasonable control (provided that SkyCity's liability is limited to the correction of the error);
 - h) any technical malfunctions or errors in systems or equipment that may occur that may cause a Card, an Account, or cashless gaming not being fully available or working properly;
 - i) SkyCity receiving incorrect, inaccurate or incomplete information; or
 - j) any misuse or unauthorised use of a Card (including use of a Cardholder's Card by another person), an Account or any SHOW by SkyCity Rewards benefits, Rewards Points or privileges, except to the extent caused by the negligence or wilful misconduct of SkyCity.
50. To the maximum extent permitted by law, neither SkyCity nor a Cardholder will be liable to each other for any indirect or consequential loss or damage arising directly or indirectly from these Terms, an Account or any benefit, Rewards Points or privileges obtained by a Cardholder in connection with their Account.
51. SkyCity gives no guarantees, conditions or warranties with respect to the type, quality, standard, fitness or suitability for any purpose of any goods or services supplied in connection with these Terms, other than those that may be required by applicable laws.

Part B – SHOW by SkyCity Rewards Cardholders

SHOW by SkyCity Rewards Membership

52. A person may opt-in to become a SHOW by SkyCity Rewards Cardholder in order to enjoy the associated SHOW by SkyCity Rewards benefits, which may be done at the time of establishing an Account, or at any time after. A customer may opt-out at any time.
53. Membership of SHOW by SkyCity Rewards is personal to each SHOW by SkyCity Rewards Cardholder and is not transferable.

54. Membership of SHOW by SkyCity Rewards provides SHOW by SkyCity Rewards Cardholders with the opportunity to accumulate Rewards Points, redeem Rewards Points for Rewards, redeem Rewards Dollars and participate in exclusive promotional events and activities from time to time offered by Rewards Providers, Service Providers and/or other third parties.
55. The number of Rewards Points earned by a SHOW by SkyCity Rewards Cardholder will determine their eligibility for a SHOW by SkyCity Rewards membership tier. Membership of such tier will expire at the end of each continuous six month period (or such lesser or greater period as SkyCity may specify) and be reassessed according to the criteria applying at that date.
56. Death or bankruptcy of a SHOW by SkyCity Rewards Cardholder will result in immediate cancellation of membership of SHOW by SkyCity Rewards and forfeiture of all Rewards Points and Rewards Dollars of that SHOW by SkyCity Rewards Cardholder.
57. SkyCity reserves the right to terminate SHOW by SkyCity Rewards at any time upon 30 days' notice.
58. SkyCity may, in its sole discretion, agree to combine SHOW by SkyCity Rewards with any other loyalty or rewards programme, or agree to Rewards Points being exchanged or exchangeable for loyalty reward points under any such other programme (and vice versa).
59. These SHOW by SkyCity Rewards terms and conditions in this Part B and any other matter connected to SHOW by SkyCity Rewards may be amended at any time, including (but not limited to) changes regarding:
 - a) accrual rates for earning Rewards Points;
 - b) the means by which Rewards Points may be accrued;
 - c) Rewards Points required to qualify for a particular Reward;
 - d) Rewards offered in connection with SHOW by SkyCity Rewards;
 - e) establishment, change or removal of different SHOW by SkyCity Rewards membership tiers to which different rules apply, including (but not limited to) Rewards Points accrual rates, means of accruing Rewards Points and Rewards offered; and
 - f) Rewards Providers and/or Service Providers.

Rewards Points

60. Rewards Points are not transferable and may only be redeemed by a SHOW by SkyCity Rewards Cardholder who has earned them or otherwise been awarded them by SkyCity.
61. Unless otherwise permitted by SkyCity in its sole discretion, Rewards Points are valid for six months from the date of accrual and any Rewards Points that are not redeemed within six months of the date of accrual will expire. All Rewards Points are redeemed on a "first-in-first-out" basis.
62. Any Rewards Points accrued by a SHOW by SkyCity Rewards Cardholder in connection with a transaction which is subsequently cancelled or where a refund is subsequently given will be deducted from that SHOW by SkyCity Rewards Cardholder's Rewards Points balance.
63. SHOW by SkyCity Rewards Cardholders cannot earn and redeem Rewards Points in the same transaction. Rewards Points earned from the purchase or use of Eligible Goods and Services in any one transaction can be redeemed immediately in a separate transaction but cannot be used to discount the transaction for which Rewards Points are earned.

Rewards

64. Rewards Points can only be redeemed for Rewards provided by a Rewards Provider. Rewards may only be obtained by a SHOW by SkyCity Rewards Cardholder swiping their Card and, if required, entering their correct PIN. Proof of identification may be required at the time of redemption.
65. Rewards are not transferable, refundable or exchangeable for cash, unless otherwise advised by SkyCity from time to time.

Rewards Dollars

66. Rewards Dollars are not transferable or exchangeable for cash and may only be redeemed by a SHOW by SkyCity Rewards Cardholder who has been issued them by SkyCity. Proof of identification may be required at the time of redemption.
67. Unless otherwise permitted by SkyCity in its sole discretion, Rewards Dollars are valid for three months from the date of issue and any Rewards Dollars that are not redeemed within three months of the date of issue will expire. All Rewards Dollars are redeemed on a first-in-first-out basis.
68. Rewards Dollars may be redeemed by SHOW by SkyCity Rewards Cardholders for:
 - a) bonus play chips for use on selected table games;
 - b) gaming machine credits for use on selected gaming machines; and/or
 - c) if permitted, electronic table game credits for use on selected electronic table games, at any SkyCity casino in New Zealand, unless otherwise specified. The number of Rewards Dollars required to redeem a bonus play chip, gaming machine credit or electronic table game credit (as applicable) will be determined by SkyCity in its sole discretion from time to time.