

## MELBOUNE CITY FC MEMBERSHIP TERMS

The completed membership application form (**Form**) and these terms (including any incorporated terms) form a valid, binding and enforceable legal agreement (**Agreement**) between the person named on the Form (**you**) and the Melbourne City FC Pty Ltd ACN 128 569 264 (**Club**).

By ordering a membership of the Club you expressly agree to be bound by and comply with these terms, and all applicable laws and regulations.

### 1. Purchase of Membership

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- 1.1 If you are successful in your application for membership, the Club will send you an acceptance letter confirming your membership and membership benefits.
- 1.2 Club will not:
  - (a) process any Form which is incomplete; or
  - (b) accept any changes to the Form (except for change of Mailing Address which is your responsibility).
- 1.3 Club reserves the right to not accept any Form in its absolute discretion.

### 2. Membership Terms

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- 2.1 Upon the successful purchase for membership, the Club will post a 2016/17 member fulfilment pack and membership card. The initial distribution of the 2016/17 membership packs will be sent from early September 2016.
- 2.2 The Club will not process any form that is incomplete.
- 2.3 CLUB reserves the right to not accept any application form in its absolute discretion and also reserves the right to suspend or cancel a membership without refund to any member that breaches these terms and conditions or, in the opinion of the Club's board of directors, is guilty of conduct unbecoming of a member or prejudicial to the interests of the Club. A resolution may be considered in lieu of the membership cancellation which must be sent to the Club mailing address in writing within 7 days of receiving the cancellation advice.
- 2.4 The membership card remains the property of CLUB. Membership cards may not be sold, exploited for commercial use, or used for promotional purposes or campaigns without the express written permission of CLUB.
- 2.5 All CLUB home games are strictly subject to capacity for General Admission members. The Club has the right to advise General admission members the requirement to upgrade to a daily reserved seat in order to guarantee their entry to a venue. Ticketing agencies may charge a booking fee which is to be covered by the member.

- 2.6 The Club has the right to advise all General Admission members to purchase reserved seat via Ticketek for all categorised Tier A games against Club.
- 2.7 Premium Reserved Seat members from 2015/16 season have priority to renew their current seat for the 2016/17 season until the published cut-off dates. After this date, reserved seats cannot be guaranteed. The exceptions to this guarantee are:
- (a) Members that are seated within the Active Area whereby allocations are subject to the FFA's terms and conditions of the Active Area and change in the arrangement of bays specified for the Active Areas. All allocations in these bays will be confirmed upon receipt of the membership card.
  - (b) Members who are part of group allocations are subject to seat re-arrangements if all the individuals within the group do not renew or the group has increased in members. The re-arrangements ensure that there are no spare seats within the group or allocation of non-group members. All allocations in these bays will be confirmed upon receipt of the membership card.
- 2.8 Payment of membership must be made at time of receipt of application form by CLUB and only if the Club is unable to meet your request for membership category or seating allocation after a purchase has been made only then will the Club honour the refund.
- 2.9 Concession: To qualify for a concession membership, Holders of a current Pension Card (aged, single parent or disability), Veteran Affairs Card or TPI Association of Victoria Card are eligible, as well as students who hold a full time Student Card for 2016 and Teens aged 15 years to 17 years. Please notify the club of your concession type and relevant card number on application to avoid any delays in receiving your 2016-17 membership.
- 2.10 All concession members must have identification available for presentation upon entry on match day and when requested whilst at the ground.
- 2.11 Junior: 2-14 years of age. Must be under the age of 14 as of August 1, 2016
- 2.12 Infant: 0-2 years of age as of August 1, 2016. Do not require a ticket to enter the stadium providing he/she does not occupy a seat and sits on parent/guardians lap.
- 2.13 Family: General Admission family membership packages are conducive to two Adult and four Junior memberships. Reserved seat (City Blue, City Silver and City Gold) memberships encompass two Adults and two Junior memberships. There's no limit on the number of additional Juniors which can be purchased to accompany a family membership.
- 2.14 Access to the exclusive member events and post-match player functions with location of this post match function to be promoted through all membership communication. Members must present their 2016/17 membership card upon request and if you cannot produce your 2016/17 membership card, you will not be granted free admittance and will be requested to pay the entry fee.

- 2.15 CLUB are not responsible for membership cards that are lost, stolen or destroyed. Lost membership cards must be reported immediately to Member Services on 1 300 255 432 and a replacement card will be issued. Please note that the charge of \$15.00 will be applied. On game day membership cards cannot be replaced, and if a temporary ticket is required a fee will be incurred.
- 2.16 Paid in Full Melbourne City FC memberships are non-refundable. Memberships have a cooling off period of 48 hours from the time of purchase in which case a refund is permitted. A refund for memberships used longer than the cooling off period may only be permitted under exceptional circumstances. A minimum of 5 monthly payments must be made before an 11-month payment plan membership may be cancelled. If the minimum term is not met, a cancellation fee of the remaining payments up to the 11th payment may be charged, as well as an administration fee. An 11-month payment plan membership may only be cancelled before the 5th monthly payment in exceptional circumstances. In such cases, approval from Melbourne City FC must be sought for this to be processed. Melbourne City FC reserves the right to cancel a membership if 3 successive direct debits fail to deduct from your nominated financial account and you fail to provide an alternative method for these payments. Melbourne City FC also reserves the right to approach your nominated financial institution for reimbursement of these failed payments.
- 2.17 Members are required to notify the Club of any change in circumstance, including the issuing or withdrawal of concession status; member contact details; or any relevant information that could affect their membership of the Club.
- 2.18 All membership fulfilment is strictly limited and replacement options will not be guaranteed as there will be no re-ordering should all stock be depleted.
- 2.19 The stadium map for all Club home games are subject to change, these are made upon consultation with the venue. The Club will endeavour to advise all members of these changes.
- 2.20 The 2016 members-only lanyard sent to all members every season is based on the members' consecutive years of financial memberships. Members can query their years of membership by contacting the Member Services on 1300 255 432, however the final decision is at the discrepancy of the Membership Manager.
- 2.21 If a member has special needs, and holds a state issued Companion card, the member is eligible to receive a second membership, of the same category as they purchase, at no charge. This membership can then be used by a carer when attending football matches with the member.
- 2.22 When attending FFA sanctioned matches or A-league functions or events supported by the FFA and/or Club/s, members of CLUB must abide by policies set-out by venues in relation to attitude and behaviour. Any incident reports received by officials will be dealt with in an appropriate manner, and the Club reserves the right to immediately cancel a membership at its own discretion based on violations incurred by members.

- 2.23 Due to the difficulty in accurately classifying any seat at the AAMI Park as “undercover”, even though there is a roof overhead in some sections of the ground, patrons cannot be guaranteed protection from the elements. As a guide however, all seats marked row D on level 1 are considered the drip-line.
- 2.24 All members need only to scan their membership card at the turnstiles to gain General Admission to the venue (subject to capacity). The Club will communicate via email to all members the opportunity to pay for an upgrade to a premium reserved seat at any home match through the allocated ticketing agency. Booking and administration fees may be incurred at the members expense.
- 2.25 2016/17 FFA Finals Series including Grand Final:
- (a) All Members and Supporter membership holders are given the opportunity to purchase a ticket during the FFA managed priority period for the finals series that the Club competes in.
  - (b) Finals matches are administered by the FFA and the member’s priority access period and entitlement is at the discretion of the governing body. This priority period is an opportunity given to members to purchase ticket/s to the game before the general public. This priority access period is also extended to the members of the other competing club.
  - (c) Reserved seat members may be unable to retain their current reserved seat for the finals series.
- 2.26 City Opt-In commenced on July 1, 2016. A \$5.50 administration fees applies which is divided into a 0.50c per month fee included in the advertised price.
- 2.27 When it comes time to renew for the next season, we’ll allow you to confirm any membership changes and offer upgrade options, before your membership automatically rolls over, with the same monthly part-payment model.
- 2.28 Members will be given at least 14 days’ notice, in writing, of any membership changes for the following year and will have the opportunity to opt-out prior to the first payment in the following year (1 July, 2017).
- 2.29 If there are insufficient funds in your account, the bank will reject our deduction. Any fees associated with the rejection or overdrawing on your account is the responsibility of the paying cardholder. We will notify you of the rejection via a courtesy call, email, SMS or letter and if your account is not settled, your membership will expire and the recovery procedure will commence and recovery charges may apply. Your barcode will be disabled upon your third unsuccessful attempt.
- 2.30 If you have a change in account details please call Member Services. We ask that you allow 10 working days to effect change.
- 2.31 All credit card details will be kept strictly confidential and are used for instalment payments only.

- 2.32 It is your responsibility to ensure that: (a) the account details you have provided are correct and include notification should the expiry date change (b) you have sufficient clear funds available in the nominated account, on the scheduled drawing date.
- 2.33 The Club has the right to commence recovery procedures for any outstanding amount. Any costs associated with the recovery procedure will be added to the membership fee debt.

### **3. Ticket Conditions**

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- 3.1 In respect of all Tickets you receive as part of your membership, you must comply and must ensure that each subsequent holder of any of your Tickets complies with:
- (a) this Agreement;
  - (b) the ticketing conditions as set out on the back of the Tickets; and
  - (c) the rules and regulations of the venue at which a Match is played, including terms of entry and any restricted or prohibited items.
- 3.2 It is an essential condition of this Agreement and of the right of admission to the Match conferred on the holder of a Ticket that you and each subsequent holder of the Ticket agrees with the Club:
- (a) not to resell or transfer the Ticket at a premium;
  - (b) not to use it for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services; and
  - (c) not to bundle it with other goods or services,
- without the Club's prior written consent. If this condition is breached, the Club may, in addition to any other remedy and even if the holder of the Ticket did not have notice of the condition or the breach, deny the holder admission to the Match and retain the price of the Ticket.
- 3.3 You must comply with FFA's Terms of Admission (available at [www.footballaustralia.com.au](http://www.footballaustralia.com.au)) and must not enter the playing enclosure of a venue at any time and, if you do, you may be fined, expelled from the venue or banned from attending further Matches and subject to legal action.

### **4. Limitation of liability**

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- 4.1 Nothing in this clause 4.1 affects your rights under the *Competition and Consumer Act 2010* (Cth) or similar legislation under which the Club's liability may not be excluded, restricted or modified by private agreement (**Consumer Law Rights**).

- 4.2 If the Club is liable to you for any:
- (a) breach by the Club of any express term of this Agreement;
  - (b) breach by the Club of any term implied into this Agreement under the general law;  
or
  - (c) any tort committed by the Club (including negligence but not including fraud),
- the Club's liability to you is limited (at the Club's election) to the Club repaying any amounts paid by you under this Agreement or supplying or resupplying any Tickets to which you are entitled in accordance with the terms of this Agreement.

## **5. Cancellation, Refunds and Replacements**

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- 5.1 Once your Form is sent to the Club you cannot cancel your membership and, without limiting clause 4, refunds and exchanges are allowed only as expressed in this Agreement.
- 5.2 The Club will refund the face value of the Ticket if:
- (a) the Ticket is for a Match which is cancelled and cannot be rescheduled;
  - (b) the Hyundai A-League is cancelled; or
  - (c) you are entitled to a refund by virtue of the operation of Consumer Law Rights.
- 5.3 If a Match is rescheduled to another date or venue, you may either:
- (a) obtain a refund of the face value of your Ticket; or
  - (b) exchange your Ticket for a ticket of the same or lower face value to the rescheduled Match,
  - (c) provided you contact the relevant call centre number or website, within a reasonable period of time before the rescheduled Match.
- 5.4 Subject to your Consumer Law Rights, you cannot exchange your Ticket and you cannot obtain a refund if:
- (a) after a Match has started it is cancelled for any reason, including due to inclement weather; or
  - (b) the time of, or teams participating in, a Match changes after the date you purchased your Ticket.
- 5.5 Subject to your Consumer Law Rights:
- (a) the Club is not liable to you for any loss or damage you suffer as a result of the Hyundai A-League or any Match being cancelled, postponed or changed; and
  - (b) the Club disclaims the existence of any common law duty of care to you and any holder of the ticket.
- 5.6 The Club will not replace your Ticket, if lost, stolen, forgotten, damaged, forged or unreadable.

- 5.7 Club reserves the right to cancel membership at any time if, in Club's opinion, a member engages in disruptive behaviour which is deemed prejudicial, or likely to be prejudicial, to the interests or reputation to the game, Club, FFA, or any of their sponsors. Disruptive behaviour may include any attempted or actual act or omission by a person that constitutes a breach of the Terms of Admission, Stadium Conditions of Entry or Spectator Code of Behaviour; or behaviour that jeopardises, or has the potential to jeopardise, the safety or security of a Match.

## **6. Privacy**

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The information you provide to the Advanced Services shall be collected, used and disclosed in accordance with the Club's Privacy available at [www.melbournecityfc.com.au](http://www.melbournecityfc.com.au).

## **7. General**

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- 7.1 The Club may choose not to enforce a term of this Agreement in some cases in its absolute discretion without affecting its right to enforce that term in other cases, including by replacing tickets (except forged tickets) if you can demonstrate proof of purchase and identity acceptable to the Club.
- 7.2 All dates, times, participating teams and venues of Matches are as specified on the [www.footballaustralia.com.au](http://www.footballaustralia.com.au) from time to time and may change without notice to you.
- 7.3 This Agreement:
- (a) is governed by the law applicable in the state of Victoria and each party submits to the jurisdiction of the courts of that state; and
  - (b) is the entire agreement between Club and you in respect of its subject matter (subject to clause 4.1) and supercedes any prior agreement, representation or promotional material.

## **8. Cityzens**

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- 8.1 Members aged 16 or over will be regarded as "Cityzens" and will receive City Points during the Cityzen Membership Period for certain transactions, match attendance and social and online actions via the Cityzens Portal (to start redeeming City Points for social media behaviour the Cityzen will need to connect their social media accounts to the Cityzens Portal).

- 8.2 From time to time, Cityzens may receive promotional offers ("Special Offers") for discounts to selected concession stands and team stores within the Ground or from commercial partners of the Club. The availability and frequency of any Special Offers are at the Club's sole discretion. Participation in the Cityzen Membership Scheme does not guarantee access to Special Offers. A Cityzen may be required to show their Membership Card or insert their membership number at the point of sale to redeem any Special Offers. Special Offers must be valid at the time of redemption. Special Offers are non-transferable and not redeemable for cash. Special Offers expire and will be made available for specific time periods stated. Please refer to Special Offer for full details, terms and restrictions.
- 8.3 How to earn City Points - City Points are earned in accordance with the City Points table available at <http://melbournecityzens.cityfootball.com/>. This table forms part of these Membership T&Cs, and the Club may update this table from time to time. Cityzens should regularly check the Website for updates to the City Point table.
- 8.4 Cityzens Rewards and City Points Redemption - Once a Cityzen has received the Welcome Email and activated the Cityzens Portal, Adult Cityzens and Young Cityzens may start redeeming City Points for the Cityzens Rewards. The Cityzens Rewards may from time to time include: 1) vouchers; 2) auction items; 3) fan-based activities and experiences; 4) the chance to enter competitions and prize draws; and 5) the other great rewards set out on the Website at <http://melbournecityzens.cityfootball.com/> from time to time (the "Cityzens Rewards"). The table of Cityzens Rewards forms part of these Cityzen Membership T&Cs. All Cityzens Rewards are subject to availability. For further information about the Cityzens Rewards please see the Cityzens portal <http://melbournecityzens.cityfootball.com/>.
- 8.5 The Club may, among other things: (a) increase or decrease the number of City Points rewarded for each action; (b) withdraw, limit, modify, or cancel the number of points awarded for each action and/or any Cityzens Reward; (c) limit the Cityzens Rewards available; or (d) change the Cityzens Rewards benefits, conditions of participation, rules for earning, redeeming, retaining, or forfeiting City Points, or rules governing the use of specific Cityzens Rewards. Please check <http://melbournecityzens.cityfootball.com/> frequently for updates to these Cityzen Membership T&Cs, the City Points and the Cityzens Rewards.
- 8.6 You must have enough City Points to cover the cost of a product or service. City Points have no cash value and cannot be exchanged for a cash alternative. City Points and City Rewards may not be purchased with cash, credit card, or cash equivalents. City Points cannot be sold, traded, assigned, shared or transferred. The City Points are credited exclusively to the Cityzen and can only be redeemed by the Cityzen for the Cityzens Rewards. City Points, once redeemed for a Cityzens Reward cannot be returned, transferred or re-used.



- 8.7 Any Cityzen who attempts to earn or redeem City Points in any way which in the Club's determination, is fraudulent or unjust to other Cityzens (including without limitation tampering with the operation of the Cityzen Portal, any competition, raffle, auction, special offer or other service), hacking, cheating, deception, or any other unfair practices, may be rejected from the Competition at the Club's sole discretion.
- 8.8 The Club reserves the right to revoke and not honour any City Points and/or Cityzens Rewards that have been sold, traded, assigned, shared or transferred. If the Club suspect that a Cityzen is selling, trading, assigning or transferring City Points or Cityzens Rewards, the Club reserves the right to terminate the Cityzen's participation in the Cityzen Membership Scheme, revoke or cancel all or some of a Cityzen's City Points, Cityzens Rewards or other Cityzen Membership Benefits and/or take any other action it deems appropriate in its sole discretion.
- 8.9 Subject to condition 16.6 and this condition 16.7, provided the Cityzen's Seasoncard is renewed prior to the end of each Membership Period and unless otherwise stated, City Points will not expire and will carry over to a subsequent Cityzen Membership Period. The Club reserves the right to impose expiration dates on the City Points that are unused after a specified period (such period to be determined at the Club's sole discretion).
- 8.10 If you cease to be a Cityzen and do not renew your Membership within two months of expiry, your City Points shall be deleted and you shall not be entitled to any refund or cash equivalent. No credit will be issued for any City Points or Cityzens Rewards not redeemed.
- 8.11 If you return a product for a refund or cancel a purchase/subscription on which you have earned City Points, we will deduct the number of City Points collected from the original purchase from your Cityzens account. Cityzens are advised that this could result in a negative balance in your Cityzens account.
- 8.12 Once City Points have been redeemed they will not be reaccredited to a City Points account and no cash refund will be given.

## 9. Definitions

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In this Agreement:

**FFA** means Football Federation Australia Limited ABN 28 106 478 068, which is the national governing body of Football in Australia.

**Hyundai A-League** means the national club competition to be staged by FFA from 2005 to be known as the Hyundai A-League (or a name as otherwise notified by FFA).

**Mailing Address** means the mailing address as nominated by you on your Form or as varied by written notification to the Club.

**Match** means a match in the Hyundai A-League in which the Club's team participates in at the date, time and venue and against the opposing team as specified on [www.footballaustralia.com.au](http://www.footballaustralia.com.au) from time to time, but excludes the Finals Series and any other match, competition or tournament staged or sanctioned by FFA.

***Tickets*** mean any ticket allocations to Matches that form part of the membership benefits.