

Western Force Season Memberships

Terms and Conditions

DETAILS

- 1) When you purchase season Membership (**Membership**), your order will, together with these terms and conditions (**Terms**), constitute a binding agreement between you and Sea of Blue Pty Ltd ABN 76 623 508 574 of 171-173 Mounts Bay Road, Perth Western Australia 6000 or its successors or assigns (**Western Force**) (**Agreement**). You undertake that you have provided a copy of these Terms to each person for whom you have purchased Membership.

PRICES AND PAYMENTS

- 2) All prices on this website are in Australian Dollars (**AUD**) and are inclusive of GST. Orders purchased by electronic payment are subject to approval and customer account verification. Processing, fulfillment and postage fees will apply per transaction. It is your responsibility to ensure that there are sufficient funds available in your account to allow a successful charge to be completed. You will be unable to complete the purchase if the payment declines.
- 3) If you wish to pay your Membership by a payment schedule, you must adhere to the terms and conditions set out in that payment schedule. Any orders electing to pay by a payment schedule will incur a per annum administration fee, which will be applied to your account (with the charge split across the months associated with the payment schedule). The payment schedule is not available for merchandise items.

MEMBERSHIP BENEFITS

- 4) If you have a Full Season Membership, you must present your Membership card and/or e-Ticket at the venue gate to gain entry. For the avoidance of doubt, no type of Membership entitles you entry to finals series fixtures. However, where possible, you will have priority booking for finals series fixtures. Western Force reserves the right to change any of the Membership package details, Membership benefits, venues, scheduling or your seating allocation, without notice, at any time.

MEMBERSHIP CATEGORIES AND DISCOUNTS

- 5) Junior Memberships are available for children: (a) aged 15 years and under, as of 1 January 2022. Children under the age of four years may attend home games free of charge. However, children under four years will not be provided with a separate seat.
- 6) Family Membership is available for up to four people: (a) two adults (aged 16 years or older); and (b) two children (aged 15 years or under), as of 1 January 2022.
- 7) Membership concession discounts only apply to: (a) full government pension card holders (including war, aged, totally and permanently incapacitated, invalidity and disability pensions); (b) seniors card holders; and (c) full-time secondary and tertiary students. Proof of eligibility for these concessions must be displayed upon entry to the venue. Please note, international senior and student cards are not accepted.

MEMBERSHIP SUSPENSION AND CANCELLATION

- 8) Western Force, in its absolute discretion, may immediately suspend or cancel your Membership at any time without notice if in the opinion of Western Force, you engage in any conduct which is prejudicial, or likely to be prejudicial, to the interests or reputation of Western Force, the Western Force Club, the competition they compete in, or any of their sponsors. If your Membership is cancelled, you will not be entitled to a refund on any part of your Membership.

REFUND POLICY

- 9) Refund Request: Any person seeking a refund must do so in writing. Refund requests must be addressed to memberships@westernforce.com.au and will be at the sole discretion of the Membership Services Lead of the Western Force. Refunds will only be granted in exceptional circumstances. Should any refund request be approved by the Western Force, the Member will need to return their Membership card to Western Force before a refund can be processed. Alternatively, a credit for the difference of an Away Supporter can be retained enabling the retainment of Membership Status for the season and maintain all Away Supporter Member benefits while continuing to support the Western Force.

Use of Membership: A request for Membership refund shall not be considered by Western Force if the relevant Member has utilised their Membership for entry to any match prior to making any refund request.

Cancellations: The Western Force is not liable to Members for any loss or damage Members suffer as a result of the Super Rugby Competition or any match being cancelled, postponed or changed and the Member acknowledges that any such change or postponement will be at the sole direction of the league or the venue.

LOST, STOLEN AND DAMAGED MEMBERSHIP CARDS

- 10) Lost, stolen or damaged Membership cards that require a new Membership card to be re-issued will incur an administration fee. Upon written request, lost cards will be cancelled, and a replacement card will be issued. The processing of a replacement card may take up to three weeks.

PRIVACY

- 11) The personal information that Western Force collects from you is used in connection with your Membership and for providing you with rugby related information including from Western Force, the competition and RugbyWA. In purchasing a Membership, you agree to the disclosure of your personal information to Western Force, Western Force sponsors, the competition, RugbyWA and other related third parties. Unless you elect otherwise, you may be contacted by such persons with special offers and promotional information about their services and products.
- 12) You agree to ensure your personal information is kept accurate. This can be achieved through your Western Force Member account settings (accessed via the online Membership portal) or by e-mailing memberships@westernforce.com.au. If your personal details are not kept accurate, you agree to not hold Western Force responsible for Membership cards, Membership packs, or other goods being sent to an incorrect mailing address.

GENERAL

- 13) If Western Force waives any of these Terms, this does not mean that any other Terms do not apply. It should be assumed unless explicitly stated by Western Force that all Terms always apply. These Terms apply to all past, current and future purchases unless specified in writing by Western Force. These Terms operate within the bounds of the laws of Western Australia and all customers are bound by the non-exclusive jurisdiction of the courts of Western Australia.
- 14) You agree not to bring any claim or proceeding against Western Force for any damage, loss, injury or liability you, or a person for whom you purchase Membership, may suffer in relation to travelling to or spectating Western Force games. You also agree to release Western Force in respect of any claim relating to such damage, loss, injury or liability.
- 15) If: (a) a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way; and (b) any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.
- 16) Western Force has entered into an agreement with HBF Park to host home game matches. You agree to comply with HBF Park's rules and regulations, including the terms and conditions of entry available here: <https://www.venueswest.wa.gov.au/conditions-of-entry/>.

- 17) We may amend these Terms from time to time, with or without notice to you.
- 18) Western Force also welcomes feedback and uses best efforts to attend to all complaints promptly. If you have a complaint, please e-mail us at memberships@westernforce.com.au

REFER A FRIEND

- 19) To Refer a Friend, you must be a 2022 Western Force Member. This offer is only valid for reserved seating Memberships and Members are unable to refer 2021 Western Force Members that have not renewed for 2022. The friend you refer to must advise the Membership Services Team of your 2022 Western Force Membership number and your full name at the time of purchase or within seven (7) days from the day of purchase to redeem the Western Force \$20.00 gift voucher. The Refer a Friend program will come into effect from Tuesday 14th December 2021. Vouchers expire 30 April 2022.