

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 80 Birdwood Parade, Dalkeith Western Australia 6009 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. A processing and fulfillment fee applies per transaction. If selected, postage fees will apply. It is your responsibility to ensure that there are sufficient clear 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) Depending on the type of Membership selected, Membership may either entitle you to purchase standard home game tickets at a discounted price, or entry to the venue for standard home games. If you have a 'five game access' Membership, you must present your Membership card 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 under 10 years; and (b) aged 10 to 17 years, as at 1 January 2020. 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 18 or older); and (b) two children (aged 17 or under), as at 1 January 2020.
- 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, Global Rapid Rugby Pty Ltd or any of their sponsors. If your Membership is cancelled, you will not be entitled to a refund on any part of your Membership.

LOST, STOLEN AND DAMANGED MEMBERSHIP CARDS

- 9) 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

- 10) 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, Global Rapid Rugby Pty Ltd and RugbyWA. In purchasing Membership, you agree to the disclosure of your personal information to Western Force, Western Force sponsors, Global Rapid Rugby Pty Ltd, 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.
- 11) 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 not to hold Western Force responsible for Membership cards, Membership packs, or other goods being sent to an incorrect mailing address.

GENERAL

- 12) 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.
- 13) 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.
- 14) 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.
- 15) 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/>.
- 16) We may amend these Terms from time to time, with or without notice to you.
- 17) 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 info@westernforce.com.au.