

TERMS AND CONDITIONS – PURCHASING ONLINE GOODS

1. General

- (a) These are the Terms and Conditions of sale of Melbourne City FC Pty Ltd (ABN 39 128 569 264) (**MCFC**).
- (b) MCFC uses the services of Expeed Technology Pty Ltd trading as Sport Subs (ABN: 94 110 845 415) (**SportSubs**) for management of MCFC's online store and membership processes.
- (c) These Terms and Conditions will apply to all orders (**Orders**) made online through the MCFC website (**Website**). Please note SportSubs may also impose additional terms and conditions upon Orders.
- (d) By placing an Order, you agree to be unconditionally bound by these Terms and Conditions and acknowledge that you have read and understood these Terms and Conditions.

2. Your Account

- (a) If you use the Website to buy goods from MCFC, you agree to:
 - (i) maintain the confidentiality of your user name and password;
 - (ii) keep your user name and password safe;
 - (iii) prevent unauthorised access to your account.
- (b) You must inform MCFC immediately if you have reason to believe that your user name or password is being, or is likely to be, used in an unauthorised manner.
- (c) You agree to release and indemnify MCFC in connection with any use (whether authorised or unauthorised) of your user name or password.
- (d) MCFC will take reasonable care in ensuring its Website is free from viruses or other dangerous content, however, it cannot guarantee that use of the Website will not cause damage to your computer or other devices. It is your responsibility to have appropriate equipment and anti-virus software to use the Website safely.
- (e) MCFC reserves the right to terminate your access to the online store through the Website if MCFC reasonably believes that you have breached these Terms and Conditions.

3. Orders

- (a) All Orders are subject to confirmation and acceptance by MCFC.
- (b) When MCFC accepts an Order, it represents an agreement by MCFC to supply the goods in accordance with the Order and these Terms and Conditions.
- (c) MCFC reserves the right to terminate your account or accept or reject an Order at its discretion.

- (d) If MCFC rejects an Order pursuant to clause 3(c) above, it will do so without charge to you and it will refund any money paid regarding the Order.
- (e) In placing an Order, you agree that you have not engaged in any fraudulent conduct or contravened any law.

4. Price and payment

- (a) Prices are displayed in Australian dollars (inclusive of GST) and you must pay for the goods in Australian dollars.
- (b) Prices displayed are subject to change by MCFC without notice. Prices for an Order are fixed once the Order has been confirmed and accepted.
- (c) In respect of any Order, MCFC will charge you, and you agree to pay:
 - (i) the price displayed (**Price**); and
 - (ii) if applicable, any delivery or handling fee displayed at the time of purchase (**Delivery Fee**).
- (d) All purchases must be by way of credit card acceptable to MCFC or SportsSubs, or via a MCFC permitted 'buy now pay later' service provider. Payment terms for use of a 'buy now pay later' product will be those as provided by the permitted 'buy now pay later' service provider, as relevant, and then otherwise as set out in these Terms and Conditions. If using a credit card, you must provide your nominated credit card details during the purchase process described on the Website. MCFC is unable to accept cash on delivery.
- (e) All reasonable steps are taken to ensure that the Order and credit card details provided by you to MCFC are safe and secure. While MCFC takes all reasonable precautions, the security of the transaction cannot be guaranteed. For further information see clause 4(f) below.
- (f) You authorise MCFC, as facilitated by SportSubs, to debit the Price plus the Delivery Fees from your nominated credit card as follows:
 - (i) All payments are made via the SportsSubs 'Gateway Provider', Stripe (<https://stripe.com>); it is the Gateway Provider who will contact your card issuer and request payment in real time and will either charge or reject the charge at the end of the checkout process.
 - (ii) Should your payment be rejected you will be advised as to the reason given by your card issuer for the rejection – neither SportsSubs nor the Gateway Provider make any determination as to your ability to make payment or financial worthiness, save for required fraud-checking and all

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charge results that are shown are that as determined by your card issuer.

- (iii) When making payment, you will either pay for the product in full, or elect (in some, but not all cases) to pay on a payment plan. When opting for a payment plan, you will be advised of the payment interval dates and amounts. The indicated amount will be charged to the same card used for the initial payment on those interval dates. If you become aware that the payment cannot be made on the specified interval date, you should contact the Club concerned to advise them and make alternative payment arrangements.

- (iv) The Gateway Provider is solely responsible for storing and processing of card details; at no point do Sport Subs, MCFC or any staff of either party get to see card details in full. The credit card details you enter on the Website are not transmitted through or stored on the web servers of Sport Subs or MCFC. Instead, the Gateway Provider will issue Sport Subs with an encrypted “token” to represent the card details they have stored for your card, and it is this token that Sport Subs refer to in all communications with the Gateway Provider.

- (v) Masked details of the cards the Gateway Provider has stored for you will be displayed in the MyAccount section of the Website, where you can manage those cards and the purpose(s) for which they are used.

- (g) MCFC will not despatch the goods until payment is cleared. If the payment cannot be processed, the Order will be rejected in accordance with these Terms and Conditions and you will be notified.

5. Delivery, Title and Risk

- (a) Subject to availability, MCFC will endeavour to deliver the goods ordered to your nominated delivery address. However, MCFC will not be liable to you or anyone else for any losses suffered or incurred due to delay.
- (b) You acknowledge that some of the goods may not be available for delivery to certain locations outside Australia. MCFC retains the right to determine what it can and cannot deliver to any particular location.
- (c) Property and risk in the goods transfers to you upon delivery of the goods to the nominated delivery address.

- (d) If the goods appear to have been damaged or lost during delivery, you must contact MCFC's Customer Service hotline on 1300 255 432 as soon as practicable. Orders will be deemed as successfully delivered once the Order has been signed for or the tracking of the Orders confirms it has been delivered (as applicable).
- (e) You acknowledge that orders may be subject to quantity restrictions. Where the goods are unavailable, MCFC will notify you.
- (f) You agree that if you provide inaccurate or incomplete personal detail when making an Order, MCFC:
 - (i) will not be liable to you for any loss resulting from delay or failure to process or deliver goods to you (or a nominated recipient); and
 - (ii) is under no obligation to resend the Order, and you may be liable to pay a further Delivery Fee.
- (g) The person who receives the goods at the nominated delivery address will be presumed by MCFC to be authorised to receive them.
- (h) If there is no-one at the delivery address, MCFC may charge you additional Delivery Fees.
- (i) Any purchase of a MCFC membership product will also be subject to the relevant terms and conditions for that particular membership product during the relevant football season/s.

6. Information and Images of Goods

- (a) MCFC will endeavour to provide accurate descriptions and images of goods sold on the Website.
- (b) Notwithstanding the above, you acknowledge that the images of the goods may, at times, differ from the actual goods received.
- (c) MCFC recommends that you read the labels on the goods carefully before using the goods.

7. Returns

- (a) MCFC will facilitate returns in accordance with the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)) and as set out in this clause 7.
- (b) MCFC will use its best endeavours to repair or replace any faulty goods, incorrectly supplied goods or goods damaged prior to delivery.
- (c) Faulty or incorrectly supplied goods and goods damaged prior to delivery will be repaired or replaced (at MCFC's discretion) or, where repair or replacement is not possible (in MCFC's opinion), a full refund will be issued for the value of the respective goods.

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- (d) All damaged, incorrectly supplied and faulty goods must be returned to MCFC at either: (i) the address set out in clause 7(l)(ii); or (ii) an outlet at a MCFC home matchday, within 30 days of the delivery date, accompanied by written notice with sufficient detail of the claimed damage or fault to enable MCFC to determine whether to repair or replace the goods.
- (e) MCFC will not accept goods for return if you have changed your mind or because the person for whom you purchased the goods does not want them.
- (f) Subject to clause 7(g) below, goods for return must be accompanied by proof of purchase (i.e. original receipt or tax invoice) and be in original condition, with tags attached, unworn, unwashed and unstained.
- (g) MCFC may, in its absolute discretion, accept a return for an item without proof of purchase whereby the item being returned is being replaced with an exact replica of that item (i.e. the same colour and size).
- (h) MCFC will not accept goods for return if you have misread or misunderstood the product description provided by MCFC. It is your responsibility to make sufficient inquiries required regarding the capability of the goods to ensure that the goods fit the purpose for which you require them.
- (i) Customised items cannot be returned unless the customisation text is incorrect (when compared to the customisation instructions received by MCFC) or the product is, in MCFC's reasonable opinion, faulty and gift vouchers cannot be returned.
- (j) Postage charges in respect to returns will be at your expense, unless the item is incorrectly supplied, in which case MCFC will bear the cost.
- (k) Delivery charges are non-refundable.
- (l) If you wish to return an item, you must follow the below process:
 - (i) Call MCFC's Customer Service Hotline on 1300 255 432 to arrange your return.
 - (ii) If the return is approved, you will be asked to send the item/s back to MCFC's warehouse at the address below at your own expense (unless item/s were incorrectly supplied or faulty, in which case, MCFC will bear the cost):
- (m) For exchanges, you must provide a self-addressed postage satchel to facilitate sending the replacement item/s. Failure to do so will incur a postage fee of \$10 for domestic orders, and \$30 for international orders.

8. Limitation of Liability

- (a) To the extent permitted by law: (a) the goods are provided 'as is' and MCFC makes no representation as to the goods' merchantability or fitness for purpose; and (b) MCFC excludes all conditions or warranties which would otherwise be implied into these Terms and Conditions whether by law, statute or otherwise.
- (b) To the extent permitted by law and notwithstanding anything else in these Terms and Conditions, MCFC's total aggregate liability to you under or in relation to the Terms and Conditions on any other grounds whatsoever whether in contract, tort, (including negligence) or under statute, common law or in equity or otherwise will not exceed an amount equal to the total amount paid by you under the Terms and Conditions to MCFC.
- (c) To the extent permitted by law, MCFC's liability for a breach of any and all terms implied into these Terms and Conditions or otherwise conferred on you by statute or law including, but not limited to, the *Competition and Consumer Act 2010* (Cth), is excluded, but to the extent that such liability cannot be excluded, is limited to one or more of the following, as determined by MCFC: the replacement or repair of the goods, supply of equivalent goods or the payment of the cost of replacing or repairing the goods or supplying equivalent goods.
- (d) MCFC is not liable for any loss resulting from the interception or 'hacking' of data through the Website by unauthorised third parties.
- (e) MCFC is not liable for any direct or consequential loss. Nothing in these Terms and Conditions is intended to limit or exclude any liability on MCFC's part where or to the extent that applicable law prohibits such exclusion or limitation.
- (f) You must only use the goods for the purposes for which they are intended and in accordance with any instructions provided.

C/o- Collingwood North LPO
Attn: Melbourne City FC
101 Johnston St
Collingwood
VIC, 3066

9. Privacy

- (a) Personal information provided by you when purchasing any goods from MCFC is necessary for supply of the goods and is collected in accordance with MCFC's Privacy Policy, and with the Privacy Policy of Sport Subs: <https://premier.sportsubs.com.au/aleague/melbo urnecity/home/privacy>. If you do not wish to provide personal information you may not be able to purchase goods from the Website. While your personal information may, in the first instance, be functionally collected by Sports Subs, you will also be considered to have submitted that same personal information to MCFC, and you authorise Sports Subs to share that data with MCFC under these Terms and Conditions.
- (b) MCFC may use or disclose that personal information for the purposes of:
 - (i) providing goods and administering sales;
 - (ii) providing you with information or promotional material; or
 - (iii) otherwise in accordance with MCFC's Privacy Policy, including to permitted third parties.
- (c) You authorise MCFC to disclose and share that personal information with the Australian Professional Leagues Company Pty Ltd (ACN 646 799 199), the entity which acts as the competition manager of the A-League (**APL**) or its related entities, who may then store, manage, disclosure and use that personal information in accordance with the APL's privacy policy.

10. Amendments

- (a) MCFC may change these Terms and Conditions from time to time without prior warning.
- (b) The Terms and Conditions which appear on the Website at the time you place an Order are those that apply to the Order.
- (c) It is your responsibility to read and understand the Terms and Conditions that are in place each time they place an Order through the Website.

11. Events beyond MCFC's control

- (a) MCFC will not be held responsible for any delay or failure to comply with its obligations under these Terms and Conditions if the delay or failure arises from any cause which is beyond its reasonable control.

12. Governing Law and Terms

- (a) These Terms and Conditions are governed by the laws of Victoria and the courts of Victoria and shall have the non-exclusive jurisdiction to resolve any disputes arising out of or under it.
- (b) Aside from terms and conditions provided on the SportsSubs website as part of its provision of services to MCFC, and/or those of any MCFC permitted 'buy now pay later' service provider, these Terms and Conditions contain all the provisions of the agreement between you and MCFC in relation to the purchase of goods from this Website.