

MELBOURNE CITY FOOTBALL CLUB.



Melbourne City FC

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Melbourne City FC 'City Pay' Opt-In Terms and Conditions

- 1) Melbourne City FC Pty Ltd's ACN 128 569 264 ("**the Club**" or "**Melbourne City FC**") 'City Pay' opt-in membership renewal program (previously called the 'City Opt-In' payment plan) enables Melbourne City FC members to automatically roll over their membership from year to year. City Pay is open to all members who elect to pay membership fees using a MasterCard or Visa credit or debit card (**Nominated Card**). By electing to enrol into a City Pay payment plan you expressly agree to be bound by and comply with these terms and the Melbourne City FC membership terms and conditions, and all applicable laws and regulations. In the event of any inconsistency between the Melbourne City FC membership terms and conditions and these terms and conditions, the terms in this document shall prevail.
- 2) By opting-in to the City Pay program and paying your membership fees with a Nominated Card, unless you elect to opt out of City Pay in accordance with directions issued by the Club from time to time, you authorise Melbourne City FC to automatically renew your membership each season into the same seat (if applicable) and package (or a reasonably comparable package) and to deduct the applicable membership fees from the Nominated Card.
- 3) You acknowledge that membership fees and member benefits may change from season to season. Melbourne City FC will provide reasonable prior notice of any changes to membership fees.
- 4) If you participate in the City Pay program, the Club will make reasonable attempts to contact you prior to processing any season renewal. You will have 28 days from the date of the Club's notice to advise the Club of any changes or upgrades you wish to make to your membership package, or to notify Melbourne City FC in writing if you do not wish to roll over your membership into the next season. Strict timeframes apply. If you do not notify the Club that you do not wish to roll over your membership during this period, you will be taken to have agreed to your membership being rolled over.
- 5) By joining the City Pay program, you authorise Melbourne City FC to arrange a transfer of funds from your Nominated Card in the amount applicable to your membership type and at the intervals which applied in relation to the preceding season (i.e. either a single upfront payment or at monthly intervals).
- 6) If you wish to change your Nominated Card from which payments are deducted at any time, you will need to contact Membership Services on 1300 255 432. It is your responsibility to ensure that: (a) the account details you have provided are correct, including notifying Melbourne City FC should the expiry date change within the program; (b) you have sufficient clear funds available in the nominated account on the scheduled drawing dates.
- 7) Any junior or concession member who no longer meets age restrictions will automatically be upgraded to an adult member, in the same previous category of membership, for the next season. This information

will be outlined in the renewal roll-over communication. This also applies to junior members in family memberships.

- 8) To be accepted in the City Pay program, you must provide Melbourne City FC with your full contact details as per the membership registration form or online enrolment process. You must ensure all contact details are up-to-date and notify Melbourne City FC of any changes.
- 9) You must ensure that:
 - a) the account details you have provided are correct, and notify Melbourne City FC immediately should the expiry date change within the plan period; and
 - b) you have sufficient clear funds available on your Nominated Card on the scheduled instalment date.
- 10) Any person who holds a concession membership must provide proof of concession to be eligible for that membership category. You must have a valid concession card for the whole season. New concession details are to be provided to the Club on an application form and again when the concession card expires. Failure to do so may result in the application automatically being processed as an adult membership or refusal of entry at a home Match.
- 11) If any scheduled payment fails to transfer between institutions, further attempts will be made until the funds transfer clears. Payments that decline may be charged an additional processing fee of \$10 per default per account, which you acknowledge is a reasonable estimate of Melbourne City FC's likely costs and charges for the additional processing tasks.
- 12) Despite any other term in these terms and conditions, where a payment (or part payment) appears in arrears by more than 60 days, the Club reserves the right to cancel or suspend your membership and resell that previously allocated membership seat where a reserved seat category membership has been purchased.
- 13) If your membership is cancelled or suspended it may, at the discretion of Melbourne City FC, be reinstated upon payment of overdue amounts and resumption of regular payments. This may incur an additional \$10 fee. The Club will use reasonable endeavours to notify you if we suspend or cancel your membership or your City Pay program arrangement. Please note that at least 2 business days' notice will be needed to reinstate your membership once payment is received.
- 14) Members with outstanding debt from a previous season will be unable to renew their membership until all outstanding money owed is paid up.
- 15) Members use the City Pay program at their own risk entirely and Melbourne City FC accepts no liability to any member for any special, indirect or consequential damages, or for any damages for loss of profits, loss of revenue, loss of business or loss of opportunity arising from or in relation to their use of the City Pay program.
- 16) The Club's "Limitation of Liability", as set out in the Melbourne City FC membership terms and conditions, equally applies to these terms and conditions.
- 17) If you believe that a withdrawal has been initiated incorrectly, please contact Melbourne City FC Membership Services on 1300 255 432. You will receive a full refund of the withdrawal amount if we cannot substantiate the reason for drawing.

Monthly City Pay

- 18) If you sign up before the start of a pay period, payments will be deducted in equal monthly instalments

on the first day of each month during the yearly pay period (***Direct Monthly Payments***). Each monthly payment will be equal to total package price divided by 12, to be paid via your Nominated Card .

- 19) The pay period for a season is 12 months starting from 1 July.
- 20) If you sign up part-way through the pay period, upon receipt of your application an 'Entrance Payment' (equivalent to the Direct Monthly Payment multiplied by the number of months of the pay period already elapsed) will be deducted, then the usual Direct Monthly Payment (equal to total package price divided by 12) will apply from the first day of the following month.
- 21) Members who default on their monthly payments in any year may not be offered the City Pay program as a method of payment in the future. This decision will be at the sole discretion of Melbourne City FC.
- 22) Members paying by instalments agree to their membership being automatically renewed for subsequent seasons unless they choose to opt out during the designated timeframe set by Melbourne City FC.

Upfront City Pay

- 23) When you first enrol (or re-enrol) into the 'Direct Upfront' City Pay option, your season membership fees will be deducted in one (1) instalment upon receipt of your season membership application, to be via your Nominated Card.
- 24) Unless you are otherwise notified by the Club, the annual rollover payment for each subsequent season will be deducted in full from your Nominated Card on 1 July (or the next closest business day).

Changes to these Terms and Conditions

Melbourne City FC may from time to time, where reasonably necessary, vary these terms and conditions by publishing the new version on our website. We will provide reasonable notification to you of any material changes to these terms and conditions (including the date the updated terms and conditions will take effect).

Last updated: April 2024