

## MELBOURNE 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 or Member**) and Melbourne City FC Pty Ltd ACN 128 569 264 (the **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

- a) If you are successful in your application for membership, the Club will send you an acceptance letter or email confirming your membership and membership benefits.
- b) The Club has discretion to not:
  - i) process any Form which is incomplete; or
  - ii) accept any changes to the Form (except for change of Mailing Address or other contact details, which is your responsibility to update as required).
- c) Club reserves the right to not accept any Form in its absolute discretion.

### 2) Membership Terms

- a) Subject to the terms of this Agreement, your membership will entitle you to the benefits of Club membership from the receipt of your first membership payment to the conclusion of the 2022/23 A-League season.
- b) For the avoidance of doubt, and without limitation, membership of the Club does not give you the right to vote in any meeting of the Club, to vote for any position of the board of directors or to participate in any dividend entitlement of any nature whatsoever.
- c) The Club may from time to time, where reasonably necessary, vary the terms and conditions of Club memberships. The Club will communicate any change to its membership terms and conditions via the Club website or email. Members will have no claim against the Club by reason of any change made to the terms and conditions of Club membership.
- d) Upon the successful application for membership (which may be deemed to have been received through the member using the City Pay opt-in procedure to 'rollover' from a previous A-League season Club membership) and after first payment, the Club will provide email confirmation of your membership. The initial distribution of the 2022/23 membership packs is expected to be sent to Members before the beginning of the 2022/23 A-League season.
- e) 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 the Club. If a membership card (or associated Ticket where applicable) is used in such a manner without the express written permission of the Club, the membership (and associated Ticket) may be cancelled without a refund and the bearer of the membership card or Ticket may be refused admission.
- f) All Club home Matches are strictly subject to capacity for General Admission members.
- g) The Club has the right to advise all General Admission members to purchase a reserved seat via Ticketek for all home Matches between the Club and Melbourne Victory FC. Ticketing agencies may charge a booking fee which is to be paid by the Member.

- h) Premium Reserved Seat members from 2021/22 season have priority to renew their current seat for the 2022/23 season until the published cut-off dates. After this date, reserved seats cannot be guaranteed. The exceptions to this guarantee are:
  - i) Members that are seated within the Active Area whereby allocations are subject to the Match organiser and stadium 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 on your membership card.
  - ii) 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 on your membership card.
- i) Once the published cut-off dates for premium Reserved Seat members have expired, the Club has the right to sell your previous season's seating to another member, and the Club will not guarantee your previous season's seats will still be available should you renew at a later date.
- j) Unless you have signed up for the City Pay opt-in program, payment of membership must be made when you submit your Form. If the Club is unable to meet your request for membership category or seating allocation after a purchase has been made, the Club will issue a refund.
- k) To qualify for a concession membership, you must be:
  - i) a holder of a current Pension Card (aged, single parent or disability), Veteran Affairs Card or TPI Association of Victoria Card;
  - ii) a holder of a Victorian Carer Card issued by the Department of Families, Fairness and Housing (or an interstate equivalent);
  - iii) a holder of a Centrelink issued Health Care Card;
  - iv) a holder of an Asylum Seeker ID card issued by Public Transport Victoria (or an interstate equivalent);
  - v) a student who holds a full time Student Card for 2022; or
  - vi) 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 processing your membership.

- l) All concession members must have identification available for presentation upon entry to Matches and if requested whilst at the stadium.

### 3) **Membership categories**

The Club offers a variety of categories of membership in the form of ticketed and non-ticketed packages, and the benefits or inclusions can contain, but are not limited to entry to Matches, discounts on merchandise purchases from the Club, access to premium Ticket sales, digital member only offers and content. The categories of membership, which are reviewed each season, include:

- a) Junior: 3-14 years of age. Must be under the age of 14 as of July 1, 2022.
- b) Infant: 0-3 years of age as of July 1, 2022. Infant members do not require a ticket or membership card to enter the stadium providing the infant does not occupy a seat and sits on their parent/guardian's lap.

- c) For Junior and Infant memberships, it is the responsibility of the Member's guardian to ensure that the Member's date of birth is correct on their Form.
- d) Family:
  - i) General Admission family membership packages made up of two Adult and four Junior memberships.
  - ii) Reserved seat (City Platinum and City Blue) memberships encompass two Adults and two Junior memberships.
  - iii) No limit is placed on the number of additional Juniors or Concession memberships which can be purchased to accompany a family membership.
- e) The Club may, at its discretion, release additional membership categories, the details of which it will publish on its website, and which are otherwise offered on the basis of these terms and conditions applying to such categories.
- f) Access to the exclusive member events and post-Match player functions, including the locations of these post-Match functions, will be promoted through membership communications. Members must present their current season membership card (or associated Ticket where applicable) upon request at such events. If you cannot produce your current season membership card (or associated Ticket), you will not be granted free admittance, and if you continue to seek admission, you may be requested to pay an entry fee.
- g) The Club is not responsible for membership cards (or associated Ticket where applicable) that are lost, stolen or destroyed. Lost membership cards must be reported immediately to Member Services on 1300 255 432 and a replacement card will be issued. Please note that the charge of \$15.00 will be applied. On Match day membership cards cannot be replaced, and if a temporary Ticket is required a fee will be incurred.

#### **4) Refunds and cancellations**

- a) Memberships have a cooling off period of 48 hours from the time of purchase in which case a refund is permitted.
- b) As a general policy, outside of the cooling-off period and the Club's Hardship Policy (as described below), Club memberships are non-refundable. A refund for memberships outside of the cooling off period, or in accordance with the Club's Hardship Policy, may only be permitted under exceptional circumstances and are at the discretion of the Club.
- c) Despite any other term in these terms and conditions or the 'Melbourne City FC City Pay Terms and Conditions', the Club 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, is guilty of conduct unbecoming of a member or prejudicial to the interests of the Club. If the member wishes to challenge the suspension or cancellation, the Club may consider an alternative resolution, provided the member has, within 7 days of receiving the suspension or cancellation notice, sent written reasons for re-consideration to the Club's mailing address (which the Club shall then consider and determine an appropriate resolution in its absolute discretion).
- d) Unless otherwise stated in these or the City Pay terms and conditions, a minimum of 9 monthly payments must be made in a season before a membership purchased under a 12-month payment plan may be cancelled by you. If the minimum term is not met, a cancellation fee of the remaining payments up to the 9th payment may be charged, as well as an administration fee.
- e) If any scheduled payment fails to transfer between institutions, further attempts will be made until the funds transfer clears. You agree the Club is permitted to approach your nominated financial institution in the Form for reimbursement of these failed payments. 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. In addition, if payment is not received when due, Melbourne City FC may pass the debt onto a debt collection agency for recovery. If so, the Club may charge you a collection fee, calculated as \$30 plus 15% of the aggregate outstanding amount, which you acknowledge is a reasonable estimate of the Melbourne City FC's likely recovery costs and charges.

- f) Melbourne City FC may action the following on your membership if your drawing or payment is dishonoured by your financial institution:
  - i) Melbourne City FC will contact you to request immediate payment. Any fees levied to you by your financial institution will be payable by you;
  - ii) If your payment defaults on three (3) consecutive occasions your membership will be suspended;
  - iii) If your payment defaults on four (4) consecutive occasions your membership will be suspended and your seat may be released for sale for the next match;
  - iv) If your payment defaults on five (5) consecutive occasions your membership will be cancelled and seat allocation and associated rights and benefits provided under that membership may instead be sold by Melbourne City FC to a new customer.
- g) Despite any other term in these terms and conditions, where any payment (or part payment) owed by you to the Club is 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.
- h) 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.
- i) Members with outstanding debt from a previous season will be unable to renew their membership until all outstanding money owed is paid up.
- j) When attending FA or APL sanctioned or administered matches or A-League functions or events supported by the FA, APL and/or Club/s, members of the Club must abide by policies set-out by venues in relation to attitude and behaviour. Any incident reports received by Club 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. If an incident report is received, the Club also reserves the right to disclose the personal information provided by a relevant member in the Form (or other related information concerning that membership) to the FA, APL, stadium management or regulatory authorities, in order to appropriately manage the report, and the Club may also disclose that information to City Football Group (and its third party safeguarding service providers), which may require the disclosure, handling and storage of personal information overseas, such as to the United Kingdom.

#### *Melbourne City FC Hardship Policy*

- k) The Club recognises that hardship can at times occur. A Member who has experienced a change in personal circumstances which has resulted in them experiencing financial difficulty (for example as a result of the death of an immediate family member, direct impact of a natural disaster, serious injury or illness, material loss of income, family violence or the impact of the COVID-19 pandemic) or is otherwise not in a financial position to renew or continue to pay for their Membership, may qualify for financial relief.

- l) In such circumstances, we invite impacted Members to contact Member Services on 1300 255 432, to discuss their options. All applications for financial relief will be reviewed and assessed by the Club in its absolute discretion on a case-by-case basis. Members may be requested to provide supporting documentation for any financial relief application.
- m) Financial relief provided by the Club may include the deferment or waiver of payments or a refund. Refunds are not available for Matches already completed or for prior seasons.

## **5) Member details**

- a) 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.
- b) All membership pack fulfilment is strictly limited and replacement options will not be guaranteed as there will be no re-ordering should all stock be depleted.
- c) The stadium map for all Club home Matches are subject to change, these are made upon consultation with the venue. The Club will endeavour to advise all members of these changes.
- d) If a members-only lanyard is provided to members, the number reference on the lanyard will be based on the Members' consecutive years of financial memberships. Members can query their years of membership by contacting Member Services on 1300 255 432, however the final decision is at the discrepancy of the Club's Membership Manager.
- e) 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 Matches with the Member.
- f) 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 stadium, patrons cannot be guaranteed protection from the elements. As a guide however, all seats marked row D on level 1 for the stadium are considered the drip-line.
- g) Members need to scan their membership card (or associated Ticket where applicable) at the turnstiles to gain General Admission to the home Match venue (subject to capacity). Where available, 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 Member's expense for such upgrades.

## **6) APL A-League Finals Series**

- a) All A-League finals matches are administered by FA or its designated competition manager, such as APL. All Members are given the opportunity to purchase a ticket during an FA/APL managed priority period for the finals series that the Club competes in.
- b) The Member's priority access period and entitlement is provided at the discretion of FA or its designated competition manager, such as APL. This priority period is an opportunity given to members to purchase ticket/s to the finals match before the general public. This priority access period is also extended to the members of the other competing club in the finals match.
- c) Reserved seat Members may be unable to retain their current reserved seat for the matches in the finals series.

## **7) Renewals, monthly payments and City Pay opt-in**

- a) Members may renew their Club membership over telephone or online. By renewing over the telephone or online, you accept these terms and conditions of Club membership (as amended by the Club for time to time).
- b) If you elect to purchase a membership under a monthly payment plan the following terms and conditions apply:
  - i) If you sign up before the start of a season, payments will be deducted in equal monthly instalments on the 1st 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 a nominated VISA or MasterCard only.
  - ii) The pay period for a season is the period for the year starting from 1 July. Credit or debit card due dates will fall on the first of every month. Payment plans are for 12 months starting on 1st July.
  - iii) 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 relevant 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 1st day of the following month.
- c) If you default on any of your scheduled payments, the Club reserves the right to not permit you with access to the stadium for a home Match until the outstanding payments are rectified with Member Services.
- d) If you have elected to adopt the City Pay opt-in service, the terms of your membership will also be subject to the 'Melbourne City FC City Pay Terms and Conditions' and season renewals of such memberships occur under those terms and conditions.
- e) Members not on a City Pay membership plan will be given at least 14 days' notice, in writing, of any membership benefit changes for the following year to provide an opportunity to confirm any membership changes and offer upgrade options.
- f) If there are insufficient funds in your bank or credit card account when the Club makes an authorised deduction for a membership payment, the bank will reject our deduction. The Club may make further attempts to deduct the membership payment until the funds transfer clears. Any fees associated with the rejection or overdrawing on your account is the responsibility of the paying cardholder. We will make reasonable attempts to notify you of the rejection via a courtesy call, email, SMS or letter and if your account is not settled, your membership may be cancelled. Your membership card barcode may be disabled upon the third unsuccessful deduction attempt. 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.
- g) If you have a change in account details please call Member Services. We ask that you allow 10 working days to effect change.
- h) All credit card details will be kept strictly confidential and are used for membership related payments only.
- i) It is your responsibility to ensure that: (a) the account details you have provided are correct; (b) you notify the Club should a nominated credit card expiry date change; and (c) you have sufficient clear funds available in the nominated account, on the scheduled drawing date.
- j) If you have not made payments when due and payable, the Club has the right to commence debt recovery procedures for any outstanding amount, along with the Club being permitted to charge a collection fee, calculated as \$30 plus 15% of the aggregate outstanding amount

(which the Member acknowledges is a reasonable estimate of Melbourne City FC's likely recovery costs and charges).

## 8) Conditions of admission and use of Tickets and membership cards

- a) In respect of all stadium admission tickets you receive as part of your membership ("Tickets"), or equivalent entry right provided to a home Match under the operation of a membership card, you must comply and must ensure that each subsequent holder of any of your Tickets or membership cards complies with:
  - i) this Agreement;
  - ii) the ticketing conditions as set out on the back of the Tickets, or as notified through an electronic Ticket delivery process; and
  - iii) the rules and regulations of the venue at which a Match is played, including terms of entry and any restricted or prohibited items.
- b) It is an essential condition of this Agreement and of the right of admission to the Match conferred on the holder of a Ticket or a membership card that you and each subsequent holder of the Ticket or membership card agrees with the Club:
  - i) not to resell or transfer any Ticket at a premium;
  - ii) 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
  - iii) 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 or membership card did not have notice of the condition or the breach, deny the holder admission to the Match and, where relevant, retain the price of the Ticket.
- c) When attending or seeking to attend a Match, holders of a Ticket or a membership card must comply with APL's and FA's Terms of Admission (available at [www.footballaustralia.com.au](http://www.footballaustralia.com.au) or [www.keepup.com.au](http://www.keepup.com.au)), or any similar such terms of admission introduced by a designated competition manager, 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.
- d) The Club will not replace an allocated Ticket, if lost, stolen, forgotten, damaged, forged or unreadable.

## 9) Limitation of liability

- a) Nothing in clause 9), 10) or 10.A) 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**).
- b) If the Club is liable to you for any:
  - i) breach by the Club of any express term of this Agreement;
  - ii) breach by the Club of any term implied into this Agreement under the general law; or
  - iii) 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 relevant amounts paid by you or part thereof under this Agreement or supplying or resupplying any Tickets (or equivalent entry rights provided to a home Match under the operation of a membership card) to which you are entitled in accordance with the terms of this Agreement.

## **10) Consumer Law Rights**

- a) Without limiting your rights under clause 4) or 9), refunds and exchanges are allowed only as expressed in this Agreement.
- b) The Club will refund the face value of Tickets or equivalent entry rights provided to a home Match under the operation of a membership card if:
  - i) they are unable to be used due to the Ticket or entry right being for a Match which is cancelled and cannot be rescheduled;
  - ii) they are unable to be used due to the A-League season being cancelled; or
- c) Subject to your Consumer Law Rights, you cannot exchange your Ticket (or equivalent entry rights provided to a home Match under the operation of a membership card) and you cannot obtain a refund if:
  - i) after a Match has started it is cancelled for any reason, including due to inclement weather; or
  - ii) the time of, or teams (or composition of a team) participating in, a Match changes after the date you purchased your Ticket (or equivalent entry rights provided to a home Match under the operation of a membership card).
- d) Subject to your Consumer Law Rights:
  - i) the Club is not liable to you for any loss or damage you suffer as a result of the A-League or any Match being cancelled, postponed or changed; and
  - ii) the Club disclaims the existence of any common law duty of care to you and any holder of the ticket or membership card.
- e) Club members must adhere to all rules and restrictions imposed by the venues hosting Matches of the Club. The Club reserves the right to cancel membership at any time if, in the 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, A-League, FA, or any of their sponsors. Disruptive behaviour may include any attempted or actual act or omission by a person that constitutes a breach of FA (or its designated competition manager's, such as APL's) 'Terms of Admission' or stadium 'Conditions of Entry' for the stadium hosting the relevant Match, or FA/APL A-League Spectator Code of Behaviour; or behaviour that jeopardises, or has the potential to jeopardise, the safety or security of a Match.

### **10.A) COVID-19 – Extended member protection and seating allocations**

#### *Extended Member protection*

- a) If any scheduled home Match during the 2022/23 season is impacted by Victorian State Government COVID-19 pandemic directions such that AAMI Park stadium management prohibit members of the public attending the Match then:
  - i) Members who would otherwise be entitled to attend the Match under their relevant membership category may seek a pro-rata refund from the Club; and



- ii) any such refund will be reduced by the 2022/23 season value of the Club's 'Supporter' membership (non-ticketed membership category).
- b) This extended member protection refund entitlement does not apply to 2022/23 season home Matches which AAMI Park Stadium management require to be held with reduced spectator capacity or re-allocated seating due to COVID-19 social distancing measures, as opposed to a broad prohibition on public attendance.
- c) To be eligible for a refund under this extended member protection, You must make a request in writing to the Melbourne City FC membership department at [membership@melbournecityfc.com.au](mailto:membership@melbournecityfc.com.au) within 30 days of the date of the last Melbourne City FC regular season home Match of season 2022/23.
- d) Melbourne City FC will use reasonable endeavours to promptly address any valid refund request under this clause, with any payment of such refunds to occur after the end of the 2022/23 season.

COVID-19 impact on seating allocations

- e) Specific member seating allocations are not guaranteed under these terms and conditions. Seating allocations for a 2022/23 season membership:
  - i) may be impacted by State Government directions regarding COVID-19 social distancing measures;
  - ii) are at the absolute discretion of AAMI Park stadium management; and
  - iii) allocations may vary from Match to Match during the season.
- f) Melbourne City FC notes that benefits anticipated to be provided under a 2022/23 season membership may be adversely impacted by matters outside of its control, including but not limited to, restrictions imposed by State Government directions regarding the COVID-19 pandemic. Subject to any applicable Australian Consumer Law guarantees which cannot be excluded, the Club excludes all liability relating to the impact of such restrictions, save for the specific extended member protection refund measures noted in these terms and conditions.

## 11) Privacy

- a) All personal information you provide to the Club in the Form (or as updated through the City Pay program or other season-to-season rollover process) is collected, and may be used and disclosed by the Club in accordance with the Club's Privacy Policy available at [www.melbournecityfc.com.au](http://www.melbournecityfc.com.au) (including for promotional and marketing purposes by the Club, and for direct marketing purposes by the Club's commercial partners disclosed on the Club's website). By providing your personal information you agree to such use and disclosure by the Club and those commercial partners and confirm you have read and agree to be bound by the Club's Privacy Policy.
- b) It is a condition of your membership that we are able to disclose your personal information as noted in this clause 11) and if you choose not to consent to such disclosure, we will not be able to offer you a membership. You will be able to opt-out of receiving promotional or marketing materials from the Club at any time by utilising the unsubscribe feature on any electronic marketing communications that you receive, or in the case of other direct marketing materials by contacting the Club in accordance with the processes outlined in the Club's Privacy Policy. You will, however, still receive notifications and reminders required to administer your membership.

## 12) General

- a) 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.

- b) All dates, times, participating teams and venues of Matches are as specified on APL's website ([www.keepup.com.au](http://www.keepup.com.au)) (or as specified on the FA website or the website of an alternate competition manager designated by FA) from time to time and may change without notice to you. It is your responsibility to check fixtures for Matches.
- c) This Agreement:
  - i) 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
  - ii) is the entire agreement between the Club and you in respect of its subject matter (subject to clause 9) and supersedes any prior agreement, representation or promotional material.

### 13) Definitions

In this Agreement:

**A-League** means the national football club competition which is staged in Australia and New Zealand by APL, or such name as otherwise notified by APL from time to time.

**APL** means the Australian Professional Leagues Company Pty Ltd (ACN 646 799 199).

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

**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 A-League Men or A-League Women in which the Club's team participates in at the date, time and venue and against the opposing team as specified on APL's website ([www.keepup.com.au](http://www.keepup.com.au)) (or as specified on the FA website or a website of an alternate competition manager designated by FA) from time to time, but excludes each of the A-League Men and A-League Women 'Finals Series' and any other match, competition or tournament staged or sanctioned by FA or other football governing body (such as the Australia Cup and the Asian Champions League tournament).

**membership card** means a reference to either a physical membership card provided by the Club, or to a digital version of a membership card, for which the Club has provided the ability for you to download.

**Tickets** means any ticket allocations to Matches or Club events that form part of the membership benefits.