CENTRAL COAST MARINERS FOOTBALL CLUB MEMBERSHIP TERMS AND CONDITIONS 2025-26

INTRODUCTION

All completed membership applications (**Membership Application**) and these terms (including any incorporated terms) form a valid, binding, and enforceable legal agreement (**Agreement**) between the person named in the Membership Application (**Member**) and CC Mariners Pty Ltd ABN 84 618 563 134 (**Central Coast Mariners**).

By ordering a Central Coast Mariners Membership package you expressly agree to be bound and comply with these terms, and all applicable laws and regulations.

1. DEFINITION

In this Agreement:

A-Leagues means both the men and women's national club competitions staged by FA/APL from 2005, or a name as otherwise notified.

Mailing Address means the mailing address as nominated by you on your Membership Application or as varied by written notification to Central Coast Mariners.

Match means a fixture in the A-Leagues in which Central Coast Mariners participate in at the time, date and venue against the opposing team as specified on https://aleagues.com.au/ but excludes the Finals Series and any other match, competition or tournament staged or sanctioned by APL.

Member means a member of Central Coast Mariners.

Membership means a membership of Central Coast Mariners on the terms and conditions contained in this Agreement.

Tickets mean any ticket allocations to Matches that form part of the membership benefits.

Member Benefits mean Central Coast Mariners Member-Only newsletters, access to Members events and other inclusions outlined in the 2025/26 Membership Packages.

Home Match means a Central Coast Mariners match held at Industree Group Stadium or venues hired for Home Match fixtures by Central Coast Mariners.

Away Match means a Central Coast Mariners match which is not a Home Match.

Venue means the venue used by Central Coast Mariners to play a home match or an away match.

2. MEMBERSHIP APPLICATION AND PURCHASE

2.1 Membership Applications

Membership Applications may be submitted through any of the following means:

- a. Online at www.ccmariners.com.au
- b. Calling 02 4353 7200
- c. In person at Central Coast Mariners Centre of Excellence or at events where a Central Coast Mariners representative is present to process a membership application.

2.2 Confirmation and Acceptance

Once you submit your Membership Application and Membership Fee, Central Coast Mariners shall consider your Membership Application. If your Membership Application is accepted, Central Coast Mariners will send you an email confirming your Membership. Members must provide a valid email address in their Membership Application to receive confirmation (or otherwise) of the acceptance of their Membership Application and other notices or communications sent pertaining to your membership.

2.3 Refund

Once a completed Membership Application is submitted to Central Coast Mariners and has been confirmed and accepted, refunds and exchanges are only permitted as expressed in the "Refund Policy" (see clause 15) of these Terms & Conditions.

2.4 Incomplete forms

The Central Coast Mariners shall not process a Membership Application that is incomplete and shall not provide a refund if a Membership Application is incomplete.

2.5 Right to refuse

Central Coast Mariners reserves the right to refuse Membership to any person at its absolute discretion.

3. MEMBERSHIP FEES

3.1 Annual Membership

Where applicable, Central Coast Mariners will set the annual Membership fee each year and give members notice of the change before the Auto Renewal Period (see clause 12) begins.

3.2 Payment

A Membership Application must be accompanied by payment in full or by selecting the Monthly Payment Plan. Terms and conditions apply to the Monthly Payment Plan. Please refer to clause 12.2 of this agreement.

3.3 Full Payment Fees and charges

- 3.3.1 All Membership prices are GST inclusive.
- **3.3.2** Full Payment charges relating to Central Coast Mariners Memberships will appear on Members' credit card statements as **TICKETEK Club MSHIP.**
- **3.3.3** For the avoidance of doubt, all monies outstanding for any activities conducted by Central Coast Mariners from time to time, in respect of which the Member participates (or has agreed to participate, whether as part of their Membership or otherwise) may be automatically deducted from the account/credit card details supplied by each

Member to Central Coast Mariners on their Membership Application, if not paid and without further notice required to the Member.

3.4 Payment failure

If any amount payable by a Member to Central Coast Mariners (whether in respect of their Membership or otherwise) is not paid on the due date, access to all Central Coast Mariners functions, Home Matches and other events will be blocked at the discretion of Central Coast Mariners.

4. FURTHER CONDITIONS

4.1 Annual Membership

Conditions of holding a Central Coast Mariners Membership are as follows:

- 1. Central Coast Mariners reserves the right to change all or any of the Membership details enclosed in the Central Coast Mariners Membership offers.
- 2. If any item included in a Membership cannot be provided at any time by Central Coast Mariners, then Central Coast Mariners reserves the right to substitute an item of equal value into the Membership without prior notice and/or liability to the Member.
- 3. The number of Home Matches played by the Central Coast Mariners is governed by the APL.
- Central Coast Mariners Memberships expire following the completion of the Grand Final for the relevant A-League Season, unless cancelled or surrendered earlier under these Terms & Conditions.
- 5. Central Coast Mariners reserves the right to cancel a Membership without refund if the Member breaches the Agreement or any rules & regulations imposed by the venues on Members.
- 6. Pursuant to clause 11 of these Terms and Conditions, Membership is not inclusive of Finals Matches, or any Cup held by FA, APL or AFC.
- 7. Tickets to Central Coast Mariners Matches may not, without the prior written consent of Central Coast Mariners, be resold at a premium nor used for advertising, promotion or other commercial purposes (including competitor or trade promotions) or to enhance the demand for other goods or services. If a ticket is sold or used in breach of this condition, the ticket may be cancelled, and the bearer of the ticket may be denied admission.
- 8. Memberships are transferrable and will allow entry to patrons regardless of the name printed on the pass. However, each ticket will only permit one (1) entry per match. Adult and Concession holders may not enter on a child's membership. Adults may not enter on a Concessions Membership card.

5. Membership Categories

Platinum Membership includes reserved seat season tickets and entry to all Central Coast Mariners A-Leagues Men Regular season Home Matches and General Admission seating and entry to all Central Coast Women's A-League matches held at Industree Group Stadium for the purchased Season. This includes entry to McDonald Jones Stadium when away to Newcastle, though, excludes any AFC, Football Australia and APL run matches including Australia Cup and Finals Series. A Platinum Member shall be issued a digital Membership pass and pack as part of their membership along with all other inclusions outlined on the Central Cost Mariners website. A physical pass can be added at an additional cost of \$10.

Gold Membership includes reserved seat season tickets and entry to all Central Coast Mariners A-Leagues Men Regular season Home Matches and General Admission seating and entry to all Central Coast Mariners Women's A-League matches held at Industree Group Stadium for the purchased Season. This includes entry to McDonald Jones Stadium when away to Newcastle, though, excludes any AFC, Football Australia and APL run matches including Australia Cup and Finals Series. A Gold Member shall be issued a digital Membership pass and pack as part of their membership along with all other inclusions outlined on the Central Cost Mariners website. A physical pass can be added at an additional cost of \$10.

Silver Membership includes reserved seat season tickets and entry to all Central Coast Mariners A-Leagues Men Regular season Home Matches and General Admission seating and entry to all Central Coast Mariners Women's A-League matches held at Industree Group Stadium for the purchased Season. This includes entry to McDonald Jones Stadium when away to Newcastle, though, excludes any AFC, Football Australia and APL run matches including Australia Cup and Finals Series. A Silver Member shall be issued a digital Membership pass and pack as part of their membership along with all other inclusions outlined on the Central Cost Mariners website. A physical pass can be added at an additional cost of \$10.

Navy Membership includes General Admission season tickets and entry to all Central Coast Mariners A-Leagues Men & Women Regular Season Home Matches held at Industree Group Stadium for the purchased Season. This includes entry to McDonald Jones Stadium when away to Newcastle, though, excludes any AFC, Football Australia and APL run matches including Australia Cup and Finals Series.

A Navy Member shall be issued a digital Membership pass and pack as part of their membership along with all other inclusions outlined on the Central Cost Mariners website. A physical pass can be added at an additional cost of \$10.

Yellow Membership includes General Admission season tickets and entry to all Central Coast Mariners A-Leagues Men & Women Regular Season Home Matches held at Industree Group Stadium for the purchased Season. This includes entry to McDonald Jones Stadium when away to Newcastle, though, excludes any AFC, Football Australia and APL run matches including Australia Cup and Finals Series.

A Yellow Member shall be issued a digital Membership pass and pack as part of their membership along with all other inclusions outlined on the Central Cost Mariners website. A physical pass can be added at an additional cost of \$10.

Yellow Army Membership includes General Admission season tickets and entry to all Central Coast Mariners A-Leagues Men & Women Regular Season Home Matches held at Industree Group Stadium for the purchased Season. This includes entry to McDonald Jones Stadium when away to Newcastle, though, excludes any AFC, Football Australia and APL run matches including Australia Cup and Finals Series.

A Yellow Army Member shall be issued a digital Membership pass and pack as part of their membership along with all other inclusions outlined on the Central Cost Mariners website. A physical pass can be added at an additional cost of \$10.

Supporter Membership (Non-Ticketed) does not include entry to Central Coast Mariners Home Matches; however, Supporter Members will receive benefits as outlined in the membership package.

MyClub Membership includes General Admission season tickets and entry to all Central Coast Mariners A-Leagues Men & Women Regular Season Home Matches held at Industree Group Stadium for the purchased Season. This includes entry to McDonald Jones Stadium when away to Newcastle, though, excludes any AFC, Football Australia and APL run matches including Australia Cup and Finals Series.

A MyClub member shall be issued a digital pass as part of their membership, a physical pass can be added at an additional cost of \$10.

5. Ticket Categories

5.1 Adult

Any person over the age of 16 that does not hold a Concession card as outlined below.

5.2 Concession

Concession Membership fees apply to holders of a current Australian Aged Pension, Seniors Card, Disability Pension Card holders (Carer is admitted free of charge with purchase of wheelchair seating only). Concession rates do not apply to those unemployed and to Central Coast Mariners family membership packages.

Student memberships also qualify under the concession bracket now.

You must notify Central Coast Mariners of your concession type and relevant card upon submitting a Membership Application. Concession identification must also be available for presentation if requested upon entry to the venue on matchdays.

5.3 Junior

Junior Members with a game day admittance included must be 16 years or under when attending a Central Coast Mariners home game and provide proof of age if requested. Central Coast Mariners does not provide, nor is it responsible fo, supervision of Junior Members.

Children aged 3 and under at the time of purchase are admitted free if they sit on the knee of an adult, however if they take up a seat, they must pay the applicable junior rate.

5.4 Family Membership

Family Membership can include 2 adults and 1 junior (16 years or under), 2 adults and 2 juniors, 2 adults and 3 juniors, 1 adult and 1 junior or 1 adult and 2 juniors. Game Day Family Tickets are for 2 adults and 2 juniors.

5.5 Additional Categories

Central Coast Mariners may add new categories of membership at any stage and without notice.

5.6 Removal of Membership Categories

Each season Central Coast Mariners performs a membership review, and some categories may be removed for the upcoming season. Renewing members will be informed of any categories which are no longer available and provided with an opportunity to purchase a new membership category.

5.7 Carer Membership

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 at no charge for use by a carer when attending with the paying Member. The Companion card must be presented at the time of purchase and upon request at the venue to ensure validity. Only available for Platinum, Gold, Silver, Navy and Yellow Memberships. Carers do not receive a membership pack.

6. MEMBERSHIP PASS

6.1 Issue of Membership Pass

Membership passes shall be provided to members as stipulated in Section 2.3. A Member's Membership card is issued for identification and seat allocation purposes.

6.2 Use of Membership Pass

Membership passes contain Member details, seating allocation and entry barcode. Membership passes are to be used as tickets for the Central Coast Mariners Home Match (excluding Central Coast Mariners Supporter Members (Non-Ticketed Membership). On entry to the venue Membership pass will be scanned and supporting concession identification, where applicable, must be presented upon request.

6.3 Property of Central Coast Mariners

The Membership Pass remains the property of Central Coast Mariners. Membership passes may not be sold, exploited for commercial use, or used for promotion purposes or campaigns without the permission of Central Coast Mariners.

6.4 Lost or stolen Membership passes

- **6.4.1** A member must immediately report a lost or stolen pass to the Central Coast Mariners.
- **6.4.2** Lost or stolen Membership passes will be cancelled upon notifying Central Coast Mariners.
- **6.4.3** A new Membership card will be issued to the Member upon payment of the replacement fee of \$10.00 and payable to Central Coast Mariners at time of request.
- **6.4.4** A new Membership card will be issued prior to the next home match where possible, alternatively, digital tickets or printed tickets will be issued and the latter may be collected at the ticket office at the venue.

6.5 Misuse of Membership Passes

The misuse of a Membership pass shall result in the Members' rights being suspended and/or the Membership may be cancelled at the discretion of Central Coast Mariners.

6.6 Faulty Membership Pass

Should a Member advise the Central Coast Mariners of a faulty Membership Card; Central Coast Mariners shall issue a replacement Membership card free of charge.

7. VENUE

7.1 Match Venue

All dates, times, participating teams and venues of matches, home and away, will be specified on the official Central Coast Mariners website, www.ccmariners.com.au and may change from time to time without notice to Members.

7.2 Right to impose additional rules

The organisation in control of a venue used for a Central Coast Mariners Match has the right to impose on Members additional rules and regulations and other operational decisions as may be directed by those organisations from time to time in its discretion (and such rules and regulations may differ between Membership categories of Central Coast Mariners).

7.3 Compliance

Members must comply with the rules and regulations imposed by the organisation in control of the venues, where Home matches are played. If any of these Terms and Conditions or rules and regulations are breached, Central Coast Mariners and the venue reserves the right to refuse entry or to remove Members from the venues.

Please refer to the website of the host venue to view their entry Terms and Conditions.

7.4 No liability

Central Coast Mariners shall not be liable to Members for any matters arising because of the implementation of any such rules and regulations and Members must not do anything to cause Central Coast Mariners to breach any obligations of Central Coast Mariners to any venue or the league.

8. USE OF MEMBER INFORMATION AND CHANGES TO MEMBER INFORMATION

8.1 Member Communications

Members shall receive communication from Central Coast Mariners during the A-Leagues season and are required to provide a valid email address in their Membership Application.

8.2 Change of information

Members must notify Central Coast Mariners, in writing, as soon as possible of any change in circumstance including but not limited to the issuing or withdrawing of concession status; Member contact details; or other details that could affect the Membership held with Central Coast Mariners.

Members can update their contact information online by logging into their member account at

www.ccmariners.com.au

or call: 02 4353 7200

or email: memberships@ccmariners.com.au.

9. NO ADDITIONAL RIGHTS

9.1 Entitlements

Central Coast Mariners Membership does not entitle the member to any other right except as expressly set out in the Agreement and the Central Coast Mariners Membership offer.

9.2 Surrender

A Member may surrender its Membership at any time by notice in writing to Central Coast Mariners (although any surrender of Membership does not entitle a Member to a refund of some or their entire Membership fee).

10. SEATING

10.1 Renewing Member Seating Allocation

10.2 All Reserved Seat members will have their seats allocated once they renew. Members will be allocated into the same seat as the 2024/25 season, unless requested otherwise. Members wishing to move shall have their seat allocated after membership is open to the public.

10.3 New Members Seating Allocation

New Members may purchase memberships once the public sale is open and will be allocated into a seat of their choice, if available.

10.4 Reserved seating requests

If a Member would like to request a particular location for their reserved seat(s), or a Member would like to request a change to their existing seat(s), they are required to note their request in the Seating Preference section of their application/renewal or as directed by Central Coast Mariners.

10.5 Seating request unavailability

Membership Applications are not subject to confirmation of seating requests. Central Coast Mariners shall make all efforts to accommodate seating requests made at the time of receipt of the Membership Application, however in the event a seating request is unable to be allocated to the Member then Central Coast Mariners shall not provide a refund. A new seat shall be found for the member where required.

10.6 Group seating requests

10.6.1 For group seating, Membership applications should be purchased in one transaction at the time of booking, to ensure the group seating allocation is together.

When booking seats, Members may request that a group of fellow Members be seated together. Names of fellow or new members must be identified at the time of booking.

If Membership Applications are not submitted together, Central Coast Mariners cannot guarantee Members will be seated together in accordance with any requests.

10.7 Restricted Viewing

Whilst the Central Coast Mariners have taken due care to notify Members of areas of restricted viewing, some seats may be slightly restricted by match day signage, player benches or other operational requirements as directed by the venue or the APL.

10.8 Seating at alternative venues

In the event a Home Match is played at an alternative venue to Industree Group Stadium, the same seat allocations will not be available, due to the different seating configuration.

11. A-LEAGUE FINALS MATCHES

11.1 Ticketing

- **11.1.1** Finals Matches are administered by the APL. In the event Central Coast Mariners qualify for the A-League Finals Series, Central Coast Mariners Members will be granted priority access to purchase ticket(s) to Finals Matches prior to tickets going on sale to the general public. Members shall be advised when tickets will be available for purchase.
- **11.1.2** Central Coast Mariners is not responsible for the management of finals ticketing and cannot guarantee that a Member will have access to their same reserved Home Match seat(s). Members may request the same Home Match seat(s) with the ticketing agency at the time of purchasing their Finals Match ticket(s) however seat requests are subject to availability.

12. AUTO RENEWAL PAYMENT PLAN

12.1 Auto Renewal Payment Plan

By agreeing to pay your Membership via the Central Coast Mariners Auto Renewal Payment Plan, you authorise Central Coast Mariners, or associated third parties, to debit from your nominated Credit Card or Debit Account as set out in your Membership Application. Additional fees (including credit card fees) may apply.

12.1.1 The Auto Renewal Opt In/Out Period is from 26 June to 9 July. During this time, the member can opt -out of auto renewal for the following season. This option will be notified to them during the renewal/purchase process. A 2nd

Renewal Period will be near the end of the season and will give members another opportunity to opt out of auto renewal. The official date for when the auto renewal will be processed will be communicated during the season via email.

- **12.1.2** The Auto Renewal Payment Plan enables you to automatically renew your membership from year to year. The Central Coast Mariners Auto Renewal Payment Plan is open to all Members who elect to pay for their season membership online or by credit or debit card. The Auto Renewal Plan is only available for Full Season Members.
- **12.1.3** If you pay your membership fees by credit or debit card online, unless you elect to opt out of the Auto Renewal Payment Plan in accordance with directions issued by Central Coast Mariners from time to time, you authorise Central Coast Mariners to automatically renew your Membership each season into the same seat and package and to deduct the applicable membership fees from the credit or debit card used to purchase your previous membership.
- **12.1.4** You acknowledge that membership fees may change from season to season. Central Coast Mariners will provide reasonable prior notice of any changes to membership fees.
- **12.1.5** Participation in the Auto Renewal Payment Plan is only available if the same category of membership is available for the member to renew for the following season. If a category of membership is removed by Central Coast Mariners, the member will be required to purchase a new membership category and will be notified via email that they have the option to purchase a new category of Membership.
- 12.1.6 If you participate in the Auto Renewal Payment Plan, Central Coast Mariners will contact you before processing any renewal. That contact may be by e-mail at or before the start of the Renewal Period. Central Coast Mariners may send additional notices during the Renewal Period. You will have until the end of the Renewal Period to advise Central Coast Mariners of any changes or upgrades you wish to make to your Membership package, or to notify Central Coast Mariners (by opting out under clause 12.1.7) if you do not wish to roll over your membership into the next season. Strict timeframes apply. If you do not notify Central Coast Mariners 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 on the auto renewal date communicated by Central Coast Mariners.
- **12.1.7** By joining the Auto Renewal Payment Plan, you authorise Central Coast Mariners to arrange a transfer of funds from your nominated credit or debit card in the amount applicable to your Membership type and at the intervals which applied in relation to the preceding season.
- **12.1.8** If you wish to change your nominated credit or debit card from which payments are deducted at any time, or email address, you will need to log into your member account and change these details online at; www.ccmariners.com.au or contact the Membership Team on 02 4353 7200.
- **12.1.9** You can also opt-out of the Auto Renewal Payment Plan at any time before the end of the relevant Renewal Period by logging into your Membership account and changing your preference in the 'Manage Renewals' Tab. Members can log in to their account via www.ccmariners.com.au.
- **12.1.10** Central Coast Mariners or associated third parties will debit your account within five business days of the nominated payment date. If that debit is dishonored by your financial institution any associated dishonored fees incurred by Central Coast Mariners or associated third parties will be passed on to the Member.
- **12.1.11** You must ensure that the account details you have provided are correct and you notify Central Coast Mariners immediately should any of the details change prior to the expiration of the Renewal Period. You must ensure that you have sufficient clear funds in your nominated credit/debit card on the scheduled installment date.

- **12.1.12** Any junior member who no longer meets age restrictions will automatically be upgraded to a concession member. This information will be outlined in the renewal roll-over communication. This also applies to junior Members in family memberships.
- **12.1.13** Before the Auto Renewal Payment Plan begins, members must provide Central Coast Mariners with their full address details, an email address and mobile or home number. You must ensure all contact details are up-to-date and notify Central Coast Mariners of any changes.
- **12.1.14** Any person who holds a concession membership (including because of an upgrade), must provide proof of concession. Your concession card must be valid for the whole season. New concession details are to be provided on your application and again when the card expires. Failure to do so may result in application automatically being processed as an adult Membership or refusal of entry at the gates.
- **12.1.15** If your debit is returned or dishonoured by your financial institution, Central Coast Mariners or the clubs nominated direct debit provider will contact you to request immediate payment. Any fees levied to you by your financial institution will be payable by you.
- **12.1.16** If your Membership is suspended or cancelled due to non-payment of dues, your membership barcode will be blocked, and you will not be able to gain access to any games.
- **12.1.17** Members with outstanding debt will be unable to renew their membership until all outstanding money owed is paid in full.
- 12.1.18 Central Coast Mariners accepts no liability for any matter arising from your use of the Auto Renewal Payment Plan.
- **12.1.19** If you believe that a withdrawal has been initiated incorrectly, please contact the Membership Team on 02 4353 7200.
- **12.1.20** Members who participate in the Auto Renewal Payment Plan and pay their membership via a Monthly Payment Plan will automatically renew into a Monthly Payment Plan for the following season. Should a Member wish to change their payment preference, they will need to opt-out of the Annual Renewal Payment Plan and manually purchase their membership for the relevant season.

12.2 Monthly Payment Plan installment and Fees

- **12.2.1** Members who purchase their Memberships through a part payment plan must finalise their Membership payment when purchasing their Membership and before they attend their first Central Coast Mariners Home Game. This option is not available for Supporter Memberships.
- 12.2.2 Central Coast Mariners shall engage a third-party service provider, Debit Success, to collect all part payment fees.
- **12.2.3** The \$5.00 administration fee will be debited on the day that the Membership is processed; every subsequent payment will be deducted on **the 15th of the month. Should the 15th of any month** fall on a weekend or public holiday, the instalment will be deducted on the next business day.

12.2.4

Part Payment Plans incur additional fees and charges as follows:

Fees	Amount
Administration Fee	A one-off fee of \$5 will be applied to each order used in part payment transactions. This \$5 fee will be charged when the membership is processed.
Direct Debits	3.75% of any amount debited
Credit Cards (Visa, MasterCard, Amex and Diners)	3.75% of any amount debited
Reversal Fee (in the event of an unsuccessful payment attempt)	\$14.75

- **12.2.5** In addition to the Membership Fees, Members on a part payment plan agree to pay the additional fees and charges listed in clause 12.2.4
- **12.2.6** Installment payments shall incur a direct debit or credit card transaction fee. Installment frequency will be as per information provided by Debit Success to the member.
- **12.3** In the event that a Membership payment is not processed for any reason, Central Coast Mariners and/ or Debit Success shall inform the Member, the member may be liable to pay the Reversal Fee if the failure to process payment is due to an unsuccessful payment attempt which arises as a result of an act or omission of the Member.

13. REFUND POLICY

13.1 Refund Request

Any Member seeking to cancel their Membership must do so in writing, addressed to the Central Coast Mariners General Manager - Membership and Ticketing. Refunds will not be issued due to change of mind and will be at the sole discretion of the General Manager - Membership and Ticketing and only granted in exceptional circumstances. Should any refund request be approved, the Member will need to return their Membership card to Central Coast Mariners (at their cost) before a refund can be processed. All items returned must also be in a good state of repair (or the cost of repair or replacement may be deducted from the amount of the agreed refund).

13.2 Use of Membership

A request for Membership refund shall not be considered by Central Coast Mariners if the relevant Member has utilised their Membership for entry to any Home Match (or any other event or function included in their Membership) prior to making any refund request.

13.3 Cancellations

Central Coast Mariners is not liable to Members for any loss or damage Members suffer as a result of the A-League 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.

13.4 League and Match Cancellation/Postponement

- **13.4.1** If a Home Match is cancelled and not rescheduled due to normal circumstances, for example the weather, then Central Coast Mariners will refund the value of the ticket proportionate to their Membership.

 An example of this is if a Gold Member requires a refund, they will be refunded 1/14th of their membership cost.
- **13.4.2** If additional tickets are purchased and a Home Match is rescheduled to another date or venue you may either obtain a refund of the face value or exchange your ticket for a ticket of the same or lower face value to the rescheduled match. For all ticket refund requests please contact <u>Ticketek</u>.
- 13.4.3 Nothing in this Agreement limits your rights under the Australian Consumer Law.

14. BEHAVIOURAL STANDARDS – CODE OF CONDUCT POLICY

All Members must always comply with the APL Conditions of Entry and any additional Venue Terms and Conditions.

Central Coast Mariners reserves the right to refuse entry to any person (including Members) for any breach of the applicable Conditions of Entry. Members who breach these conditions may face Membership penalties, including cancellation without refund. Central Coast Mariners reserves all its rights to remove any person, including Members or Member guests, from the venue on Match Day for any breach of the APL, Central Coast Mariners, or Venue Terms and Conditions.

15. TERMINATION

15.1 Breach

Membership may be terminated by Central Coast Mariners for failure to comply with the terms of this Agreement. A Membership may also be cancelled due to the misconduct of a Member or their invitee in accordance clause 17.1 below.

15.2 Central Coast Mariners reserve the right to suspend or terminate a Membership at any time if a Member breaches this Agreement.

16. LIABILITY AND INDEMNITY

16.1 Responsibility for damage

A Member is responsible for any damage which the Member, their guests or any Invitee may cause at any Match, function or event of Central Coast Mariners if such damage is caused by the Member's (or their guest) willful act or negligence.

16.2 Limitation of liability

The maximum aggregate liability Central Coast Mariners for all proven losses, damages and claims arising out of this Agreement including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to an aggregate of all claims of the total amount payable under a Member's annual Membership.

Where Central Coast Mariners liability cannot be excluded under any law, Central Coast Mariners' liability will be limited to, at its discretion, either re-supplying the Membership to you or paying you the cost of re-supplying the Membership to you. Notwithstanding any other clause, Central Coast Mariners is not liable to you or to any other person for any losses or damages of any kind caused by or resulting from any wrongful, willful or negligent act or omission by any person or

any direct or indirect lost profit or revenue, exemplary damages, deletion or corruption of electronically or digitally stored information, or without limiting the foregoing, any indirect or consequential loss or damage howsoever described or claimed. Each Member unconditionally releases Central Coast Mariners (and its employees, officers, and agents) from any loss or claim which a Member might otherwise have against Central Coast Mariners or its employees, officers or agents for any:

- a. injury or loss suffered by any person, regardless of the cause;
- b. damage or theft to or loss of the Member's property, regardless of the cause; or
- c. damage or theft to, or loss of, any property, regardless of the cause for any reason relating to use of a Membership or attendance at any Match, event or function run by Central Coast Mariners.

16.3 Indemnity

Members indemnify Central Coast Mariners and its employees, officers and agents in respect of all losses, claims and damages that may be brought against Central Coast Mariners or its employees, officers or agents as a direct or indirect result of use of the Member's Membership or attendance at any match, event or function.

17 WARRANTIES

17.1 Except as provided for in this Agreement, Central Coast Mariners makes no representations or warranties of any kind, express or implied as to the operation of Memberships. Each Member expressly agrees that their use of Central Coast Mariners Membership is entirely at their own risk. Nothing in this Agreement excludes, restricts or modifies any condition, warranty, right or remedy conferred on a party by the Australian Consumer Law or any other applicable law that cannot be excluded, restricted or modified by Agreement.

17.2 To the fullest extent permitted by law, Central Coast Mariners disclaims all warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose or warranties concerning accuracy, currency or completeness. Central Coast Mariners will not be liable for any damages of any kind arising from the use of a Member's Membership or attendance at any match, event or functions run by the Central Coast Mariners.

18. PRIVACY NOTIFICATION

Central Coast Mariners respect the privacy of the Members on whom Central Coast Mariners collects, uses, discloses, and holds personal information. Central Coast Mariners complies with the APL Privacy Policy in accordance with the Australian Privacy Principles set out in the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (APPs).

Members can view the privacy policy here: https://aleagues.com.au/clubs-privacy-policy/

Central Coast Mariners uses the personal information it collects on the Membership Application for the limited purpose of processing and administering your Membership and providing you with information, materials and promotions relating to Central Coast Mariners, its sponsors and the APL, and will be applied in accordance with these Terms & Conditions.

By agreeing to become a Member of Central Coast Mariners, you agree that your personal information pertaining to your Membership may be disclosed to APL. Subject to the preceding paragraph, you may be contacted by APL and Central Coast Mariners sponsors during the life of your Membership in connection with their special offers and other information about their services and products. If you do not wish to receive any such information please tick the relevant box on the Membership Application or member account at www.ccmariners.com.au.

19. GENERAL

- **19.1** Unless otherwise specified in this Agreement, or in Membership Benefits, Central Coast Mariners Membership does not provide access to additional events or activities for Central Coast Mariners, APL and its associated entities.
- **19.2** If there is any inconsistency between information in Central Coast Mariners Membership offer or the Membership Application and this Agreement, then this Agreement will prevail to the extent of that inconsistency.
- **19.3** Failure by Central Coast Mariners to enforce any of its rights under this Agreement at any time for any period will not be construed as a waiver of those rights.
- **19.4** Membership under this Agreement does not of itself make the Member a member under the constitution of Central Coast Mariners.
- **19.5** Central Coast Mariners may send notices and correspondence to your last e-mail address or postal address known to us unless you have notified us of a change of the relevant address before we send the notice or correspondence.
- **19.6** We may change any provision of this Agreement if we give you at least 28 days' notice of the change and an opportunity to terminate your Membership before the change takes effect. Other than as provided elsewhere in this Agreement, we will not make a change to this Agreement that takes effect during the current Season unless it relates to a matter over which we have little or no control.

20. Ticket Conditions

- **20.1** All Ticket holders must comply with this agreement, the ticketing conditions as set out on the back of the ticket, and the rules and regulations of the venue at which the match is played (including terms and conditions of entry and any restricted or prohibited items).
- **20.2** The Ticket holder must not resell or transfer the ticket at a premium, use it for advertising, promotion or other commercial services. The Ticket Holder must not bundle it with other goods and services without the Central Coast Mariners prior consent.
- **20.3** The Ticket Holder must comply with <u>APL's Terms of Admission</u> (available at https://aleagues.com.au/) and must not enter the playing enclosure of a venue at any time and accept that if you do, you may be fined, expelled from the venue, or banned from attending further matches and subject to legal action.

Central Coast Mariners reserves the right to deny access to Central Coast Mariners Matches if any of the above conditions are not followed.

21. GOVERNING LAW

The Agreement is governed by the law in force in New South Wales.