



HYUNDAI A-LEAGUE CLUB 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) and the Central Coast Mariners Football Club [ABN 84 618 563 134] (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

1. If you are successful in your application for membership, the Club will send you an acceptance letter confirming your membership and membership benefits.
2. Club will not process any Form which is incomplete.
3. Club reserves the right to not accept any Form in its absolute discretion.

2. MEMBERSHIP TERMS

1. Central Coast Mariners Football Club 2018/19 Membership holders have an exclusive renewal period until 5:00pm AEST on Friday 19 July 2019. After this date, any seats not renewed will be released and made available for purchase to existing Members who wish to upgrade or new Members purchasing a new Membership. Seat location will be determined at the time of purchase and is not subject to change at any time.
2. New Members may purchase Memberships in the Early Bird Period (20th May 2019 – 5:00pm 19th July 2019) however those purchasing Reserved Seating will not have confirmation of their seating request until Monday 22nd July 2019. Existing 2018/19 Members hold priority on seating availability.
3. All prices included in the Membership brochure and website are inclusive of GST. Prices exclude any processing, shipping or additional credit card fees.
4. You will be entitled to the Club Membership benefits in the category applied and paid for. Club Membership does not entitle you to any other right except as expressly set out in these terms and conditions. Specifically, a Club Membership does not entitle you to entry into Finals Series fixtures or FFA Cup fixtures; however wherever possible you will have priority booking rights for such fixtures. Club Membership does not give you the right to attend or vote in any meeting of the Club or to participate in any dividend entitlement of any nature whatsoever.
5. Club Memberships expire on 31 May of each year. You will receive first right to renew your Club Membership. Seat locations are subject to availability and will be determined at the time of purchase.

6. Club Membership card must be presented at entry at each home fixture game to gain entry to the venue.
7. All Members must take responsibility for updating all personal details by either using their personal log-in to our Membership portal, contacting the club on 02 4353 7200 or by email memberships@ccmariners.com.au. The Club communicates to Members via e-mail and holds no responsibility for Members not receiving any communications due to the purchaser's failure to update their personal details.
8. Replacement of any lost, stolen and damaged Membership card will incur a cost of \$10.00 for the first re-issue. Should you require a card to be re-issued a second time, an administration fee of \$50.00 incurred. These Membership cards will be immediately cancelled (within the next business day) and new cards issued within 7 working days. Should the replacement card not be available for the next home game, the Club will issue a temporary pass for the card holder.
9. The Membership team is located at the Western Gate at Central Coast Stadium on match days. Photo ID will be required when collecting from the Membership office. For enquiries during business hours, please call 02 4353 7200 or email memberships@ccmariners.com.au
10. Junior Memberships, the child component of a Family Membership, and Mariners MyClub Memberships, apply to persons aged 16 and under at the time of purchasing. 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.
11. Student Memberships apply to secondary (high school) students aged 17 and over who hold a valid secondary (high school) or tertiary (TAFE for high school purposes) student card at the time of purchasing. Valid Student ID may be requested upon application of this Membership.
12. Concession Memberships applies to Australian Aged Pension, Seniors Card, Disability Pension card holders (carer is admitted free of charge with purchase of wheelchair seating only). The Club also accepts the Companion card and Full Time tertiary students (TAFE, University) with valid photo Student ID. Proof of eligibility for concession and high school students must be available for display on entry into the venue, at point of sale and point of collection, or season tickets and/or game day tickets can be cancelled.
13. Members wishing to sit within an organized active supporter group must purchase a Yellow Army Membership situated in the dedicated reserved seating area (Bay 16).
14. Membership cards are transferrable, and will allow entry to patrons regardless of the printed name on the card. However each ticket will only permit one (1) entry per match. Adults and Concession holders may not enter on a child's Membership card. Adults may not enter on a Concession's Membership card.
15. Memberships are to be paid in full by the various payment options or 9 x monthly instalments via our payment plan options provided a valid credit card number is supplied.
16. The first instalment of a monthly payment plan must be paid upon purchase of the membership. Instalments are deducted from your nominated card every 30 days up until 30th March 2020 when all Memberships are required to be fully financial. Should the Member have more than a month's payment owing on 30th March 2020, the total outstanding amount will be deducted. The monthly instalments option is available to make it more convenient and affordable for you to pay your 2019/20 Membership. An administration fee of \$5.00 will be added to your Membership Fee, deducted monthly (\$5.00 total, 0.56c monthly over 9 months).
17. The Club reserves the right to process any outstanding instalments within a 30 day period from the time of a rejected instalment with no notification to the Member. If a payment is missed, you will be charged an additional \$10.00 for each month a payment is missed.

18. If your credit card details change, it is the responsibility of the purchaser to inform the Club's Membership Team on 02 4353 7200 or memberships@ccmariners.com.au. The club will not be held responsible for any additional fees incurred due to expired or cancelled credit cards.
19. The Club reserves the right to immediately suspend or cancel a Membership at any time if, in the opinion of the Club, a Member engages in disruptive behaviour or serious misuse of their Membership card.
20. Continued failure to make payments may result in the temporary suspension or cancellation of your membership.
21. Auto Renewal, this year the club reserve the right to opt in everyone to roll over onto the next season. Each year the club will contact the members to opt out this offer by login in to the Webpos portal and changing the tick box on your personal page. If failing to do so the club has the right to roll you over to the next year with payment coming out of your account from the card detail you have provided the club.

4. TICKET CONDITIONS

1. In respect of all Tickets you receive as part of your membership, you must comply and must ensure that each subsequent holder of any of your Tickets complies with:
 - a. this Agreement;
 - b. the ticketing conditions as set out on the back of the Tickets; and
 - c. the rules and regulations of the venue at which a Match is played, including terms of entry and any restricted or prohibited items.
2. It is an essential condition of this Agreement and of the right of admission to the Match conferred on the holder of a Ticket that you and each subsequent holder of the Ticket agrees with the Club:
 - a. not to resell or transfer the Ticket at a premium;
 - b. 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
 - c. 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 did not have notice of the condition or the breach, deny the holder admission to the Match and retain the price of the Ticket.
3. You must comply with FFA's Terms of Admission (available at www.footbalaustralia.com.au) 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.

4. LIMITATION OF LIABILITY

1. Nothing in this clause 4.1 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).
2. If the Club is liable to you for any:
 - a. breach by the Club of any express term of this Agreement;
 - b. breach by the Club of any term implied into this Agreement under the general law;or

- c. 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 amounts paid by you under this Agreement or supplying or resupplying any Tickets to which you are entitled in accordance with the terms of this Agreement.

5. CANCELLATION, REFUNDS AND REPLACEMENTS

1. Once your Form is sent to the Club you cannot cancel your membership and, without limiting clause 4, refunds and exchanges are allowed only as expressed in this Agreement.
2. The Club will refund the face value of the Ticket if:
 - a. the Ticket is for a Match which is cancelled and cannot be rescheduled;
 - b. the Hyundai A-League is cancelled; or
 - c. you are entitled to a refund by virtue of the operation of Consumer Law Rights.
3. If a Match is rescheduled to another date or venue, you may either:
 - a. obtain a refund of the face value of your Ticket; or
 - b. exchange your Ticket for a ticket of the same or lower face value to the rescheduled Match,
 - c. Provided you contact the relevant call centre number or website, within a reasonable period of time before the rescheduled match.
4. Subject to your Consumer Law Rights, you cannot exchange your Ticket and you cannot obtain a refund if:
 - a. after a Match has started it is cancelled for any reason, including due to inclement weather; or
 - b. The time of, or teams participating in, a Match changes after the date you purchased your Ticket.
5. Subject to your Consumer Law Rights:
 - a. the Club is not liable to you for any loss or damage you suffer as a result of the Hyundai A-League or any Match being cancelled, postponed or changed; and
 - b. The Club disclaims the existence of any common law duty of care to you and any holder of the ticket.
6. The Club will not replace your Ticket, if lost, stolen, forgotten, damaged, forged or unreadable.
7. Club reserves the right to cancel membership at any time if, in 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, FFA, or any of their sponsors. Disruptive behaviour may include any attempted or actual act or omission by a person that constitutes a breach of the Terms of Admission, Stadium Conditions of Entry or Spectator Code of Behaviour; or behaviour that jeopardises, or has the potential to jeopardise, the safety or security of a Match.

6. PRIVACY

The information you provide to the Advanced Services shall be collected, used and disclosed in accordance with the Club's Privacy available at www.ccm Mariners.com.au

7. GENERAL

1. 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.
2. All dates, times, participating teams and venues of Matches are as specified on the www.footballaustralia.com.au from time to time and may change without notice to you.
3. This Agreement:
 1. is governed by the law applicable in the state of New South Wales and each party submits to the jurisdiction of the courts of that state; and
 2. is the entire agreement between Club and you in respect of its subject matter (subject to clause 4.1) and supersedes any prior agreement, representation or promotional material?

8. DEFINITIONS

In this Agreement:

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

Hyundai A-League means the national club competition to be staged by FFA from 2005 to be known as the Hyundai A-League (or a name as otherwise notified by FFA).

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 Hyundai A-League in which the Club's team participates in at the date, time and venue and against the opposing team as specified on www.footballaustralia.com.au from time to time, but excludes the Finals Series and any other match, competition or tournament staged or sanctioned by FFA.

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

Member Benefits mean Central Coast Mariners FC Member-Only newsletters, access to Members events, Membership merchandise included in your specified Members package, Man of the Match voting rights and priority access to Finals Series Matches involving the Central Coast Mariners.

Platinum Membership mean season ticket to all Central Coast Mariners FC home matches at Central Coast Stadium, in a Platinum reserved seat.

Gold Membership mean season ticket to all Central Coast Mariners FC Home matches at Central Coast Stadium, in a Gold reserved seat

Navy Membership mean season ticket to all Central Coast Mariners FC Home matches at Central Coast Stadium, in a Navy General Admission designated area

Yellow Membership mean season ticket to all Central Coast Mariners FC Home matches at Central Coast Stadium, in a Yellow General Admission designated area

Yellow Army Membership mean season ticket to all Central Coast Mariners FC Home matches at Central Coast Stadium in a Yellow Army reserved seat in Bay 16.

6 Game Membership mean entry to 6 Central Coast Mariners FC Home matches at Central Coast Stadium of your choice in a Navy or Yellow General Admission designated area.

3 Game Membership mean entry to 3 Central Coast Mariners FC Home matches at Central Coast Stadium of your choice in a Navy or Yellow General Admission designated area.

Non Ticketed Membership means no entry to Central Coast Mariners FC Home matches, however receive benefits as outlined in the membership package.

International Membership means no entry to Central Coast Mariners FC Home matches, however receive benefits as outlined in the membership package.

Home & Away Membership means entry to one (1) Central Coast Mariners FC Home match at Central Coast Stadium, and entry to two (2) Central Coast Mariners away matches and receive benefits as outlined in the membership package.

MyClub Membership means season ticket to all Central Coast Mariners FC Home matches at Central Coast Stadium, in a Navy General Admission designated area