

CENTRAL COAST MARINERS FOOTBALL CLUB MEMBERSHIP TERMS AND CONDITIONS 2023-24

IMPORTANT NOTICE:

This Agreement may impact you, including that:

- a) Central Coast Mariners' liability to the Member is limited or excluded in some circumstances;
- b) Central Coast Mariners may terminate this Agreement in the event it breaches this Agreement;
- c) The Member may be liable to indemnify Central Coast Mariners in the event it breaches this Agreement; and
- d) Central Coast Mariners' Privacy Policy (available on its website, as amended) permits it, in some circumstances and subject to compliance with Australian privacy laws, to collect from the Member, personal information and other details or data in a form that may enable Central Coast to identify the Member.

INTRODUCTION

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

By applying for a membership of the Central Coast Mariners 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 the national club competitions to be staged by APL from 20, or a name as otherwise notified.

APL means the Australian Professional Leagues, the governing body for the Australian National professional club football competitions.

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

Club means the Central Coast Mariners Football Club.

Club Membership or a name as otherwise notified in clause 5 of this agreement, means the annual non-ticketed membership to the Club that provides benefits such as (but not limited to) access to purchase season tickets.

Home Match means a Central Coast Mariners match held at Central Coast Stadium, or any other name by which Central Coast Stadium is referred to from time to time.

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

Match/es means a match/es in the A-League in which the Central Coast Mariners' team participates in at the date, time and venue and against the opposing team as specified on <https://keepup.com.au/news/a-leagues> from time to time but excludes the finals series/finals matches and any other match, competition or tournament staged or sanctioned by FA/APL.

Mber+ means the Club online store, where *Mber+* credits associated with Club Membership and Season Ticket purchase can be redeemed for exclusive Member (and Season Ticket holder) merchandise.

Member (or you) means a member of the Central Coast Mariners.

Member Benefits mean Central Coast Mariners 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, but at all times subject to your package or tier of membership as specified in clause 5 of this Agreement.

Membership Fee means the fee associated with any of the membership products, including (but not limited to) Club membership and Season Tickets as outlined in this document or otherwise advertised publicly by the club.

Membership Product means a Club Membership or Season Ticket product in general terms. This definition does not claim to stipulate specific benefits.

MyClub Membership means the junior membership and Season Ticket package that includes access to Home Matches as outlined in clause 5.3. The reference to 'MyClub Membership' may also be prefaced by a sponsor name from time to time.

Season Ticket means a ticket purchased seasonally granting access to all Home Matches.

Venue means the venue used by Central Coast Mariners FC to play a Home Match or an Away Match.

2. APPLICATION AND PURCHASE

2.1 Membership Product Applications

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

- a. Online at www.ccm Mariners.com.au
- b. Calling 02 4353 7200
- c. In person at Central Coast Mariners matches or at events where a Central Coast Mariners representative is present to process a membership.
- d. Any other means as made available by Central Coast Mariners from time to time.

2.2 Confirmation and Acceptance

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

If your Membership Product Application is approved, you will receive a digital membership pack including a digital membership card. Members who choose to have a physical membership pack will be able to collect these from the Club family day or one of the first three home matches of the season. For Members who sign up after the start of the season and select a physical membership pack, the Club will post those packs via post to the address provided in your Membership Product Application.

2.3 Refund

Once a completed Membership Product 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 16) of this Agreement.

2.4 Incomplete forms

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

3.1 Annual Membership Fee

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 13) begins.

3.2 Payment

A Membership Product Application must be accompanied by payment in full or by selecting the monthly payment plan option. Terms and conditions apply to the Monthly Payment Plan. Please refer to clause 13.2 of this agreement. All dishonored payments will result in the affected Member incurring a dishonor fee charge from the financial institution.

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 '**Member Link Ticketek Sydney**'.

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 Product Application, if not paid and without further notice required to the Member.

3.4 Payment failure

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

4. FURTHER CONDITIONS

4.1 Annual Membership Conditions

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 the Central Coast Mariners, then the 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.
4. Central Coast Mariners Membership is an annual membership paid in either a lump sum or equal monthly payments.
5. Central Coast Mariners reserves the right to cancel a Membership without refund if the Member breaches the Agreement, any rules & regulations imposed by the venues on Members or any code or regulations imposed by the FA and/or APL.
6. Pursuant to clause 12 of this Agreement, Membership is not inclusive of finals series matches, exhibition or any other matches scheduled or arranged by APL.
7. Tickets to Matches may not, without the prior written consent of the 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. Tickets must only be used for personal use for attendance at a Central Coast Mariners game. If a ticket is sold or used in breach of this condition, then the ticket may be cancelled, and the bearer of the ticket may be denied admission.
8. Season Tickets are transferrable and will allow entry to patrons regardless of the printed name on the card. However, each card will only permit one (1) entry per match. Adult and Concession holders may not enter on a child's membership card. Adults may not enter on a Concessions Membership card unless a valid concession card can be provided.

5. MEMBERSHIP PRODUCTS

5.1 Club Membership

- 5.1.1 Club Membership means the annual non-ticketed membership to the Club that provides the benefits listed below.
- 5.1.2 For the 2023/24 financial year the Club Membership will be called '**OUR MATE**' Club membership. Any name change will not impact the material benefits associated with the Club Membership product unless explicitly advertised otherwise.
- 5.1.3 Club Membership includes the following benefits:
- Digital membership card or physical membership card featuring unique member number.
 - 10% discount off Official Mariner's club merchandise.
 - 10% discount off tickets to Home Matches.
 - 10% discount off Mighty Mariners School Holiday clinics.
 - Members only e-newsletter including club updates, player news, exclusive content and more.
 - *Mber+* store credits to the value of \$10 AUD.
 - Unlock access to purchase season tickets for the upcoming A-Leagues season – men's and women's.
- 5.1.4 For the avoidance of any doubt, the Club Membership does not include any tickets to any Matches.

5.2 Season ticket

- 5.2.1 Season Ticket means ticket purchased seasonally granting access to all Home Matches of the Club. Excludes MyClub Memberships.
- 5.2.2 Season Tickets can only be purchased by Club Members.
- 5.2.3 Family Season tickets require at least the primary account holder to have a valid Club Membership for the associated year.
- 5.2.4 The various tiers of Season Tickets are detailed further in this clause 5.

5.3 MyClub Membership

- 5.3.1 MyClub Membership means the junior membership and season ticket package that includes access to all Home Matches.
- 5.3.2 MyClub Membership is open to all 4-12 year old's (must not turn 13 until after the 1st March 2024).
- 5.3.3 Mariners MyClub benefits include:
- General Admission access to all Home Matches.
 - 10% discount off Official Mariner's club merchandise.
 - 10% discount off Mighty Mariners School Holiday Clinics.
 - Mariners MyClub digital membership card.
 - *Mber+* store credits to the value of \$5 AUD.

5.4 Season Ticket Products

- 5.4.1 Platinum Season Ticket includes:
- Platinum reserved seating for all A-League Men Home Matches.
 - Platinum reserved seating for all A-League Men and Women double-header Home Matches.
 - General Admission access to stand-alone A-League Women Home Matches (no reserved seating for stand-alone matches).
 - General Admission access to select Central Coast Mariners Away Matches where Club promotes a reciprocal ticketing offer with host club, for specific fixtures.
 - Platinum digital membership card.
 - *Mber+* store credits towards your customised membership pack, (Adults \$55 AUD, Juniors \$35 AUD).
 - Season ticket holder core pack – cap or bucket hat (limited numbers) and bumper sticker.
 - Eligible for the lucky badge draw (cash prize) at each home game.
- 5.4.2 Gold Season ticket includes:
- Gold reserved seating for all A-League Men Home Matches.
 - Gold reserved seating for all A-League Men and Women double-header Home Matches.

- General Admission access to stand-alone A-League Women Home Matches (no reserved seating for stand-alone matches).
- General Admission access to select Central Coast Mariners Away Matches where Club promotes a reciprocal ticketing offer with host club, for specific fixtures.
- Gold digital membership card.
- *Mber+* store credits towards your customised membership pack, (Adults \$50 AUD, Juniors \$30 AUD).
- Season ticket holder core pack – cap or bucket hat (limited numbers) and bumper sticker.
- Eligible for the lucky badge draw (cash prize) at each home game.

5.4.3 Navy Season ticket includes:

- General admission access (Navy bays) to all A-League Men Home Matches.
- General admission access (Navy bays) to all A-League Men and Women double-header Home Matches.
- General Admission access (Navy bays) to stand-alone A-League Women Home Matches (no reserved seating for stand-alone matches).
- General Admission access to select Central Coast Mariners Away Matches where Club promotes a reciprocal ticketing offer with host Club, for specific fixtures.
- Navy digital membership card.
- *Mber+* store credits towards your customised membership pack, (Adults \$40 AUD, Juniors \$20 AUD).
- Season ticket holder core pack – cap or bucket hat (limited numbers) and bumper sticker.
- Eligible for the lucky badge draw (cash prize) at each home game.

5.4.4 Yellow Season ticket includes:

- General admission for all A-League Men Home Matches.
- General admission for all A-League Men and Women double-header Home Matches.
- General Admission access to stand-alone A-League Women Home Matches.
- General Admission access to select Central Coast Mariners Away Matches where Club promotes a reciprocal ticketing offer with host club, for specific fixtures.
- Yellow digital membership card.
- *Mber+* store credits towards your customized membership pack, (Adults \$30 AUD, Juniors \$10 AUD).
- Season ticket holder core pack – cap or bucket hat (limited numbers) and bumper sticker.
- Eligible for the lucky badge draw (cash prize) at each home game.

6. SEASON TICKET CATEGORIES

6.1 Concession

Concession prices 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) and student card holders. Concession rates do not apply to those unemployed or to family season ticket purchases.

You must notify Central Coast Mariners of your concession type and relevant card number on submitting a Season Ticket purchase. Concession identification must also be available for presentation when requested upon entry to the venue at Matches. Failure to provide or supply concession identification satisfactory to Central Coast Mariners may result in the ejection from the Venue (where you have been admitted) or may result in the refusal of entry.

6.2 Junior

Junior Season Ticket holders must be 16 years or under when attending a Home Match and provide proof of age when requested. Central Coast Mariners does not provide, nor is it responsible for, 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, payment at the applicable junior rate shall be payable by their parent/guardian. For the avoidance of any doubt, a junior Season Ticket is a separate and distinct product to the MyClub Membership as described in clause 5.3.

6.3 Family

Family Season Tickets can include a combination of any of the following ticket types: 2 adults and 1 junior (16 years or under), 2 adults and 2 juniors (16 years or under), or 2 adults and 3 juniors (16 years or under). Individual match day Family Tickets are for 2 adults and 2 juniors (16 years or under).

6.4 Additional Categories

Central Coast Mariners may add new categories of Membership and Season Tickets at any stage and without notice.

6.5 Removal of Membership and Ticketing Categories

Each season Central Coast Mariners performs a Membership and ticketing 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 will be provided with an opportunity to purchase a new Membership or ticketing category.

6.6 Carer

If a Member (and season ticket holder) has special needs, and holds a state issued Companion card, the Member is eligible to receive a second Season Ticket 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. This benefit is only available for Platinum, Gold and Navy Memberships. Carers will not be eligible to receive membership or associated benefits with either the Membership or Season Ticket product other than entry to the Venue for the relevant Match(es).

7. MEMBERSHIP AND SEASON TICKET CARDS

7.1 Issue of Membership and Season Ticket Cards

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

7.2 Use of Membership cards

Membership cards contain Member details and will list out Member Benefits. Season Ticket cards are to be used as tickets for the Home Matches. On entry to the Venue, Season Ticket cards will be scanned and supporting concession identification, where applicable, must be presented upon request.

7.3 Property of Central Coast Mariners

The Season Ticket cards remain the property of Central Coast Mariners. Season Ticket cards may not be sold, exploited for commercial use, or used for promotion purposes or campaigns without the permission of Central Coast Mariners. Season Ticket cards should otherwise be used in the same manner and fashion as match tickets.

7.4 Lost or stolen Season Ticket cards

7.4.1 A member must immediately report a lost or stolen Season Ticket card to the Central Coast Mariners.

7.4.2 Lost or stolen Season Ticket cards will be cancelled upon notifying Central Coast Mariners.

7.4.3 A new Season Ticket card will be issued to the Member upon payment of the replacement fee of \$7.50 and payable to Central Coast Mariners at time of request.

7.4.4 A new Season Ticket card will be issued prior to the next Home Match where possible, alternatively digital tickets or printed tickets will be issued and to be collected at the ticket office at the venue.

7.5 Misuse of Season Ticket cards

The misuse of a Season Ticket(s) shall result in the Members' rights being suspended and/or the Season Ticket may be cancelled at the discretion of Central Coast Mariners.

7.6 Faulty Season Ticket cards

Should a Member advise the Central Coast Mariners of a faulty Season Ticket Card; Central Coast Mariners shall issue a replacement card free of charge upon return of the faulty card, and determination of the reason of the fault shall be made by the Club, if the card is found to be faulty due to misuse then the member will have to pay \$7.50 for a replacement card.

8. VENUE

8.1 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.ccm Mariners.com.au and may change from time to time without notice to Members.

8.2 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 at its discretion.

8.3 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 reserve 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.

8.4 No liability

Central Coast Mariners shall not be liable to Members for any matters arising as a result 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 A-League.

9. USE OF MEMBER INFORMATION AND CHANGES TO MEMBER INFORMATION

9.1 Member Communications

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

9.2 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 the Central Coast Mariners. Members can update their contact information online by logging into their member account at www.ccm Mariners.com.au, calling 02 4353 7200, or emailing memberships@ccmariners.com.au.

10. NO ADDITIONAL RIGHTS

10.1 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.

10.2 Surrender

A Member may surrender their 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 all of their Membership or associated Season Ticket fee).

11. SEATING

11.1 Renewing Member (with associated Season Ticket) Seating Allocation

11.1.1 All renewing members with associated Season Ticket will have their seats allocated once they renew. They will be allocated into the same seat as the prior season, unless requested otherwise or impacted by a change to the seating allocation issued to the Club by the Venue. Where members seats are impacted by a Venue-imposed seating allocation change, the Club will contact affected Members and work to provide an alternative seat allocation. The Club shall have regard to and consider those Members wanting to move seats after 1st September 2023 and subject to availability.

11.3 New Members (with associated Season Ticket) Seating Allocation

New Members may purchase Memberships once the general public sale is open and will be allocated into a seat of their choice, subject to availability after 1st September 2023.

11.4 Reserved seating requests

If a Season Ticket holder would like to request a particular location for their reserved seat(s), or a Season Ticket holder 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.

11.5 Seating request unavailability

Membership Product Applications are not subject to confirmation of seating requests. Central Coast Mariners shall make all reasonable efforts to accommodate seating requests made at the time of receipt of the Membership Product Application, however in the event a seating request is unable to be allocated to the Season Ticket holder then Central Coast Mariners shall not provide a refund or otherwise be liable for any loss resulting therefrom. A new seat shall be allocated for the Season Ticket holder where required.

11.6 Group seating requests

11.6.1 For group seating, Season Tickets should be purchased in one transaction at the time of booking, to ensure the group seating allocation is together.

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

If Season Ticket purchases are not submitted together, Central Coast Mariners cannot guarantee Season Ticket holders will be seated together in accordance with any requests.

11.7 Restricted Viewing

Whilst the Central Coast Mariners have taken due care to notify Season Ticket holders of areas of restricted viewing, some seats may be slightly restricted by match day signage or other operational requirements as directed by the Venue or the FFA.

12. A-LEAGUE FINALS MATCHES

12.1 Ticketing

12.1.1 Finals matches are administered by the APL. Subject at all times to the rules, regulations and directions of 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.

12.1.2 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.

13. AUTO RENEWAL PAYMENT PLAN

13.1 Auto Renewal Payment Plan

By agreeing to pay your Membership and/or Season Ticket 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 Product Application. Additional fees (including credit card fees) may apply.

13.1.1 The Auto Renewal Opt In/Out Period is a two-week window held prior to Memberships and Season Ticket going on sale for the following season. During this time, the member can opt -out of auto renewal for the following season. The official date/s for opting in or out of the Memberships and/or Season Tickets auto renewal will be communicated via email no less than 2 weeks prior to the Memberships and Season Ticket going on public sale.

13.1.2 The Auto Renewal Payment Plan enables you to automatically renew your Membership and/or Season Ticket from year to year. The Central Coast Mariners Auto Renewal Payment Plan is open to all Members who elect to pay for their Membership and/or Season Ticket online or by credit or debit card. The Auto Renewal Plan is only available for full season Members and/or Season Ticket holders.

13.1.3 If you pay your Membership and/or Season Ticket 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 and/or Season Ticket each season into the same seat and package and to deduct the applicable Membership and/or Season Ticket fees from the credit or debit card used to purchase your previous Membership and/or Season Ticket.

13.1.4 You acknowledge that Membership and/or Season Ticket fees may change from season to season. Central Coast Mariners will provide reasonable prior notice of any changes to Membership and/or Season Ticket fees.

13.1.5 Participation in the Auto Renewal Payment Plan is only available if the same category of Membership and/or Season Ticket is available for the Member and/or Season Ticket holder to renew for the following season. If a category of Membership and/or Season Ticket is removed by Central Coast Mariners, the Member and/or Season Ticket holder will be required to purchase a new Membership and/or Season Ticket category and will be notified via email that they have the option to purchase a new category of Membership and/or Season Ticket.

13.1.6 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 and/or Season Ticket, or to notify Central Coast Mariners (by opting out under clause 13.1.7) if you do not wish to roll over your Membership and/or Season Ticket 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 and/or Season Ticket during this period, you will be taken to have agreed to your Membership and/or Season Ticket being rolled over on the auto renewal date communicated by Central Coast Mariners.

13.1.7 By joining the Auto Renewal Payment Plan, you authorise Central Coast Mariners to effect a transfer of funds from your nominated credit or debit card in the amount applicable to your Membership and/or Season Ticket type and at the intervals which applied in relation to the preceding season.

13.1.8 If you wish to change your nominated credit or debit card from which payments are deducted at any time, or e-mail address, you will need to log into your member account and change these details online at; www.ccm Mariners.com.au or contact the Membership Team on 02 4353 7200.

13.1.9 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 and/or Season Ticketholders can log in to their account via www.ccm Mariners.com.au.

13.1.10 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 Members and/or Season Ticketholders.

13.1.11 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.

13.1.12 Any Junior Member and/or Junior Season Ticket holder who no longer meets age restrictions will automatically be upgraded to a Adult Member. This information will be outlined in the renewal roll-over communication. This also applies to Junior Members and/or Junior Season Ticket holders in Family Season Ticket.

13.1.13 Before the Auto Renewal Payment Plan begins, Members and/or Season Ticket holders 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.

13.1.14 Any person who holds a Concession Season Ticket (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 Membership Product Application and again when the card expires. Failure to do so may result in your Membership Product Application automatically being processed as an adult Season Ticket or refusal of entry at the gates.

13.1.15 If your debit is returned or dishonored by your financial institution, Central Coast Mariners will contact you to request immediate payment. Any fees levied to you by your financial institution will be payable by you.

13.1.16 If your Membership and/or Season Ticket is suspended or cancelled due to non-payment of dues, then without prejudice to any other rights available to Central Coast Mariners, your Membership and/or Season Ticket barcode will be blocked, and you will not be able to gain access to any games.

13.1.17 Members and/or Season Ticket holders with outstanding debt will be unable to renew their Membership or Season Ticket until all outstanding money owed is paid in full.

13.1.18 Central Coast Mariners accepts no liability for any matter arising from your use of the Auto Renewal Payment Plan.

13.1.19 If you believe that a withdrawal has been initiated incorrectly, please contact the Membership Team on 02 4353 7200.

13.1.20 Members and Season Ticket holders who participate in the Auto Renewal Payment Plan and pay their Membership and/or Season Ticket via a Monthly Payment Plan will automatically renew into a Monthly Payment Plan for the following season. Should a Member and/or Season Ticket holder wish to change their payment preference, they will need to opt-out of the Annual Renewal Payment Plan and manually purchase their Membership and/or Season Ticket for the following season.

13.2 Monthly Payment Plan installment and Fees

13.2.1 Members and/or Season Ticket holders who purchase their Memberships and/or Season Ticket after 30th June and choose the payment plan option will be subject to the part payment plan. Payment plans run from June of the relevant new season to April of the following calendar year. Part payment plans require a lump sum payment for amounts from June until the date of purchase to align with the payment plan schedule. For example, a Season Ticket purchased in August, will require the June and July instalments paid in a lump sum before receiving your Season Ticket card. Payments will then revert to the relevant equal monthly instalment pursuant to the terms of the relevant payment plan.

13.2.2 Central Coast Mariners shall engage a third-party service provider, Debit Success to collect all part payment fees.

13.2.3 The [\$12.00] administration fee will be debited on the [day that the Membership and/or Season Ticket is processed]; every subsequent payment will be deducted on the 19th of the month. Should the 19th of any month fall on a weekend or public holiday, the instalment will be deducted on the next business day.

13.2.4

Part Payment Plans incur additional fees and charges as follows:

Fees	Amount
Administration Fee	A one-off fee of \$12 will be applied to each order used in part payment transactions. This \$12 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]

13.2.5 In addition to the Membership and/or Season Ticket Fees, Members and/or Season Ticket holders on a part payment plan agree to pay the additional fees and charges listed in clause 13.2.4

13.2.6 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.

13.3 In the event that a Membership and/or Season Ticket payment is not processed for any reason, Central Coast Mariners and/ or Debit Success shall inform the Member and/or Season Ticket holder, the Member and/or Season Ticket holder 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 and/or Season Ticket holder.

14. REFUND POLICY

14.1 Refund Request

Any Member seeking to cancel their Membership must do so in writing, addressed to the Central Coast Mariners Membership and Ticketing Manager. Refunds will not be issued due to change of mind and will be at the sole discretion of the Membership and Ticketing Manager and only granted in exceptional circumstances. Memberships will not be refunded where a member has received any of the benefits associated with said membership including accessing Season Tickets and associated benefits. 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).

14.2 Use of Season Ticket

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

14.3 Cancellations

Central Coast Mariners is not liable to Members and/or Season Ticket holders for any loss or damage suffered as a result of the A-League or any match being cancelled, postponed or changed and the Member and/or Season Ticket holder acknowledges that any such change or postponement will be at the sole direction of the APL or the Venue.

14.4 League and Match Cancellation/Postponement

14.4.1 If a Home Match is cancelled and not rescheduled due to normal circumstances, example being weather, then Central Coast Mariners will refund the value of the ticket proportionate to their Season Ticket. An example of this is if a Gold Season Ticket holder requires a refund, they will be refunded 1/12th of their Season Ticket fee.

14.4.2 If 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. To do this you must contact Ticketek to arrange this.

14.4.3 Nothing in this Agreement limits your rights under the Australian Consumer Law.

15. BEHAVIOURAL STANDARDS – CODE OF CONDUCT POLICY

All Ticket holders and Match attendees (including Members and Season Ticket holders) must comply with any APL, FA, Club or Venue Conditions of Entry and codes of conduct.

Central Coast Mariners reserves the right to refuse entry to any person (including Members and Season Ticket holders) for any breach of the applicable conditions of entry. Members and Season Ticket holders who breach these conditions may face Membership and/or Season Ticket holder penalties, including cancellation without refund. Central Coast Mariners reserves all rights to remove any person, including Members, Season Ticket holders or guests, from the Venue on Match day for any breach of APL, FA, Club or Venue terms and conditions.

16. TERMINATION

16.1 Breach

Membership may be terminated by Central Coast Mariners for failure to comply with the terms of this Agreement, including the conditions of the Membership outlined in clause 4. A Membership may also be cancelled due to the misconduct of a Member or their guest.

16.2 Central Coast Mariners reserve the right to suspend or terminate a Membership at any time if a Member breaches this Agreement, without liability or refund of any Membership fees.

17. LIABILITY AND INDEMNITY

17.1 Responsibility for damage

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

17.2 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 and/or Season Ticket holder's annual Membership and/or Season Ticket fee.

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 and/or Season Ticket (or the affected Member/Season Ticket Benefit thereunder) to you, paying the cost of re-supplying the Membership and/or Season Ticket to you or refunding you the Membership and/or Season Ticket fee paid for the Membership and/or Season Ticket (pro-rated, where applicable). 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 and/or Season Ticket holder unconditionally releases Central Coast Mariners (and its employees, officers, and agents) from any loss or claim which a Member and/or Season Ticket holder 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 and/or Season Ticket holder'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 and/or Season Ticket or attendance at any Match, event or function run by Central Coast Mariners.

17.3 Indemnity

Members and/or Season Ticket holders 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 and/or Season Ticket holder's Membership/Season Ticket card, attendance at any match, event or function or a breach of this Agreement.

18. WARRANTIES

18.1 Except as provided for in this Agreement or as required by law, 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 and Season Ticket holders 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.

18.2 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.

19. PRIVACY NOTIFICATION

Central Coast Mariners respects the privacy of the Members on whom Central Coast Mariners collects, uses, discloses, and holds personal information. **Central Coast Mariners complies with the FFA 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://www.ffa.com.au/privacy>

Central Coast Mariners uses the personal information it collects on the Membership Product 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 FFA, and will be applied in accordance with this Agreement and the Central Coast Mariners' privacy policy.

By agreeing to become a Member of Central Coast Mariners, you agree that your personal information pertaining to your Membership may be disclosed to FFA. Subject to the preceding paragraph, you may be contacted by FFA 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 Product Application or member account at www.ccm Mariners.com.au.

20. GENERAL

20.1 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, FFA and its associated entities.

20.2 If there is any inconsistency between information in Central Coast Mariners Membership/Season Ticket offer or the Membership Product/Season Ticket Application and this Agreement, then this Agreement will prevail to the extent of that inconsistency.

20.3 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.

20.4 Membership under this Agreement does not of itself make the Member a member under the constitution of Central Coast Mariners.

20.5 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.

20.6 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 use reasonable endeavours not to 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.

20.7 Ticket Conditions

20.7.1 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).

20.7.2 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.

20.7.3 The Ticket Holder must comply with APL's terms of admission (available www.keepup.com.au/tickets) and any terms of admission imposed or required by the Venue. Ticket Holders 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.