



## ADELAIDE UNITED MEMBERSHIP TERMS & CONDITIONS

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 Adelaide United Football Club (ACN 136 768 539) (**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

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- 1.1 If you are successful in your application for membership, the Club will send you an acceptance email or letter confirming your membership.
- 1.2 Club will not:
  - (a) process any Form which is incomplete; or
  - (b) accept any changes to the Form (except for change of Mailing Address which is your responsibility).
- 1.3 Club reserves the right to not accept any Form in its absolute discretion.

### 2. Membership Terms

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- 2.1 Adelaide United Football Club 2016/17 Membership holders have an exclusive renewal period until 5:00pm ACST on Friday 23 June 2017. After this date, any seats not renewed will be released and made available for purchase to existing Members who wish to change seats or add seats to their existing package; or new Members purchasing a new Membership. The Club has the right to extend this renewal period at any time.
- 2.2 Once your application has been received, your seat will be allocated once the process for renewing members has been completed. The practice of 'next best available' may be used to meet your seat preference.

Seating allocations are carried out as follows:

**Step One:** Renewing members who renew the same package before 5pm Friday 23 June (including the same seats) will be allocated first (from Monday 26 June).

**Step Two:** Renewing members who purchase before 5pm Friday, 23 June and have requested a seating change or who are adding extra seats to their account will be allocated next. Seating changes will be processed between Monday 26 June and 5pm Friday 7 July (depending on availability).

**Step Three:** From Monday 10 July, new members will be allocated the best available seat(s) in their chosen category according to the date their application is received (depending on availability).

**Please note that this is a lengthy process so delays can occur.** Best endeavours will ensure this process is completed as quickly as possible.

- 2.3 Seating for memberships is based on the Seating at Coopers Stadium. Should the Club play home matches at other venues, seating categories may be changed without notice and without your express consent.
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- 2.5 All prices included in the Membership brochure and website are inclusive of GST. Prices may have additional processing, delivery or credit card fees.
- 2.6 A number of membership packages have an early bird incentive by way of a complimentary members' gift. This early bird incentive is not applicable to all membership packages. For eligible packages only, the early bird incentive is valid until 5pm ACST Friday 23 June 2017. Any memberships purchased after 5pm ACST Friday 23 June 2017 will not be eligible for the complimentary members' gift.
- 2.7 You will be entitled to the Membership benefits in the category applied and paid for. Membership does not entitle you to any other right except as expressly set out in these terms and conditions. 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, unless it is expressly detailed as a benefit of your membership package (eg Captain's Club).
- 2.8 Membership to the Adelaide United Members Club Inc. (AUMC) is distinct and separate to the Adelaide United Football club. Members of the AUMC will receive additional benefits as per the specified membership package. Having membership of the AUMC does not automatically provide membership of the Adelaide United Football Club
- 2.9 Memberships expire at the completion of the 2017/18 HAL Finals Series (excluding members that have taken up the 3-season option. By which the membership will expire at the end of the 2019/20 HAL Finals Series). You will receive first right to renew your Membership for 2017/18. Seat locations are subject to availability and will be determined at the completion of the designated members' priority period. There may be times when your seat is reallocated without your express consent. The club will advise prior to reallocating your seat and will provide alternatives. These alternatives may not be comparable to your current seating.
- 2.10 Membership cards must be presented at entry at each regular season home game to gain entry to the venue.
- 2.11 Where capacity crowds are expected, general admission members cannot be guaranteed a seat, but they are guaranteed entry into the venue. We strongly advise general admission members to arrive early to the ground in order to find a seat.

- 2.12 Members wishing to sit within the active supporter group area must purchase an Active Support Membership. The Active Supporter Bay is a MEMBERS ONLY area dedicated for 'active' support in the Northern Stand. This means that there may be large banners and flags being displayed before and during the match, and at times your vision may be obstructed. In addition, the members in this area often stand, sing and chant throughout the match. Members in this area are expected and encouraged to partake in the above mentioned activities on game day.

These are not general admission areas, but you are not guaranteed a reserved seat. A dedicated Active Support Membership must be purchased in order to gain access to this area.

- 2.13 The 8 Game Flexi Membership entitles the holder entry to any 8 regular season home matches held at Coopers Stadium (not valid for matches at Adelaide Oval). The member card will be pre-programmed to give the holder access to any 8 home matches at Coopers Stadium. Once the holder has attended the maximum of 8 matches, the member card will automatically be de-activated.

The 8 Game Membership is available for the General Admission and Active Support seating categories only. Any other Flexi Membership sold during the season will be bound by its terms and conditions. It is the responsibility of the member to keep track of the number of games attended. If a member attends less than the designated number of matches, the member will forfeit all rights, and will not be entitled to any refund for the matches not attended.

- 2.14 Membership gives you entry to Adelaide United FC home matches during the HAL regular Season Only. This only applies to valid ticketed membership packages. Non-ticketed membership options do not entitle entry to any matches.

- 2.15 Membership does not give you entry to matches outside the HAL Regular Season. These include, but are not limited to Finals Series fixtures, ACL fixtures, FFA Cup fixtures or any other friendly or Exhibition match. However wherever possible you will have priority booking rights for such fixtures. Your preferred seats are not guaranteed and may be allocated on a next best available basis.

- 2.16 All Members must take responsibility for updating all personal details by either using their personal log-in to our Membership portal, contact the club on 1300 467 337 or by email [membership@aufc.com.au](mailto:membership@aufc.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 or failure to provide a valid email address.

- 2.17 Replacement of any lost, stolen and damaged Membership card will incur a cost of \$20.00 for the first re-issue. 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 via email.

- 2.18 Child Memberships (and the child component of a Family Membership) apply to persons aged between 6 and 14 years at the time of purchasing. Children aged 5 and under at the time of purchase are admitted free if they sit on the lap of an adult, however if they take up a seat they must pay the applicable child rate.

- 2.19 Concession Memberships applies to those holding the following cards: Pension card (aged, sole-parent and disability); Seniors card; Full time student card; Health care card. A carer is admitted free of charge with the purchase of a wheelchair seat. The Club also accepts the Companion card whereby a carer is admitted free of charge to the same value of the Concession membership purchased. Proof of eligibility for concession must be produced at the ground to gain entry, and at time of collection, and at time of purchase. The membership can then be used by a carer when attending football matches with the member.
- 2.20 Ticketed 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 ticket, and adults may not enter on a concession holder's ticket. Non-Ticketed membership cards are NOT transferrable.
- 2.21 Memberships can be paid in full in one lump sum at time of purchase or can be paid in 6 instalments for 1 season memberships or 12 instalments for 3 season memberships. Final payment for 1 season memberships must be made no later than January 2018, with final payment for 3 season memberships being made no later than 30 June 2018
- 2.22 In order to pay in instalments, a valid credit card number must be supplied. For 1 season memberships, the first instalment, plus any processing fees, must be paid upon purchase of the membership with the remaining five (5) payments being charged approximately every 30 days from sign-up until full payment is made (please note that there will be times that the instalment may be debited several days before or after the 30 day period depending on the day of the week – ie weekends or Public Holidays).

For any memberships purchased after 30 August, catch-up instalments will need to be made at the time of purchase, with the remaining instalments being charged each month until full payment is made in January 2018.

Please note that all 3-season memberships must all be paid in the first year, and all payments must coincide with the following dates: The first instalment, plus any processing fees, must be paid upon purchase of the membership with the remaining eleven (11) payments being charged approximately on the 30th of each month from sign-up until full payment is made (please note that there will be times that the instalment may be debited a day or two before or after the 30th day depending on the day of the week – ie weekends or Public Holidays).

For any memberships purchased after 30 August, catch-up instalments will need to be made at the time of purchase, with the remaining instalments being charged each month until full payment is made in June 2018.

A 2% processing fee will be charged for all payment plans.

- 2.23 Members will have the option to have their Memberships automatically renewed each year, with the Auto-Renew option. If you purchase your Membership using a credit card, you can select the Member for Life option, which will allow the Club to automatically renew your membership(s) for the following season and beyond. You will receive an email before the renewal period each year advising you that your Membership is going to be renewed for the following season. At this point you will have the opportunity to opt out of the Auto Renewal System. If you do not opt out by the end of the members' priority period each season, the amount will be deducted from your nominated Visa or Mastercard. The Club reserves the right to change prices and packages each season. The Club will provide members with the membership package the Club deems to be the equivalent, or the closest package to the previous membership package held.
- 2.24 Auto-renew offers two payment options. You can pay in 6 instalments or one lump sum annually. Please see point 2.21 for more details. Payments will be deducted directly from your nominated VISA or Mastercard, and your Membership will automatically rollover at the end of the members' priority period each season
- 2.25 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 behaves in a manner which the Club deems to negatively reflect the values and image of the Club; or if there is a serious misuse of their Membership card. The Member will not be entitled to a refund and all membership rights will be forfeited by the Member.
- 2.26 Should a 2016/17 renewing member fail to opt out of the Instalment plan during the notified priority period, and thereafter the Club successfully begins to deduct the required amount(s) from the nominated credit card, requests for cancellation or refund of the membership must seek approval from the Club and will only be considered if:
- (a) the member advises the Club in writing addressed to the Membership Manager via post: PO Box 620, Hindmarsh SA 5007 or email: [membership@aufc.com.au](mailto:membership@aufc.com.au)
  - (b) the member is able to provide evidence of extenuating circumstances to the Club's reasonable satisfaction
  - (c) benefits or services of the membership have not already commenced i.e. the member has not yet received their membership card, merchandise or attended any home matches
  - (d) the member becomes eligible under valid consumer law

The Club reserves the right to make decisions in its absolute discretion and refunds or cancellations will only be granted in exceptional circumstances or in line with terms expressed solely in this document.

- 2.27 All membership fulfilment is strictly limited and replacement options will not be guaranteed as there will be no re-ordering from suppliers should all stock be depleted

### 3. Ticket Conditions

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- 3.1 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.
- 3.2 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.
- 3.3 You must comply with FFA's Terms of Admission (available at [www.footballaustralia.com.au](http://www.footballaustralia.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

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- 4.1 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**).
- 4.2 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

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- 5.1 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.
- 5.2 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.
- 5.3 If a Match is rescheduled to another date, 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.
- 5.4 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.
- 5.5 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.
- 5.6 The Club will not replace your Ticket, if lost, stolen, forgotten, damaged, forged or unreadable.
- 5.7 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**

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The information you provide to the Advanced Services shall be collected, used and disclosed in accordance with the Club's Privacy Policy available at [www.adelaideunited.com.au](http://www.adelaideunited.com.au).

## **7. General**

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- 7.1 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.
- 7.2 All dates, times, participating teams and venues of Matches are as specified on the [www.footballaustralia.com.au](http://www.footballaustralia.com.au) website from time to time and may change without notice to you.
- 7.3 This Agreement:
- (a) is governed by the law applicable in the state of South Australia and each party submits to the jurisdiction of the courts of that state; and
  - (b) is the entire agreement between Club and you in respect of its subject matter (subject to clause 4.1) and supercedes any prior agreement, representation or promotional material.

## 8. Definitions

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In this Agreement:

**Club** means the Adelaide United Football Club (ACN 136 768 539)

**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](http://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 or other governing body.

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