BLUE RECRUITS TERMS AND CONDITIONS

- 1. This referral program is operated by Melbourne Victory Limited ACN 111 441 868 trading as the Melbourne Victory Football Club (**Melbourne Victory**, we or us).
- 2. Referring a member/s pursuant to these Terms and Conditions is deemed acceptance of these Terms and Conditions.
- 3. Pursuant to these Terms and Conditions, existing individual Melbourne Victory members who do not hold a Melbourne Victory A-Lounge membership (**Current Members**) will receive rewards for referring eligible New Members (**Referral Program**). If at any time, a member ceases to be a Current Member, that member is automatically disqualified from participating in this Referral Program. Melbourne Victory members who hold a Melbourne Victory A-Lounge membership may participate in the A-Lounge Referral Program instead.
- 4. Eligible New Members are members who:
 - a) purchase an "access" Membership (being a membership that gives the member the right to access or purchase tickets for Melbourne Victory home matches); and
 - b) were not Melbourne Victory members at any time during the 2020/21, 2021/2022 or 2022/23 seasons,

(New Member).

- 5. Current Members under 18 years old must have parental/guardian approval to take part in this Referral Program and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by Melbourne Victory to enter into a further agreement as evidence of consent to the minor entering this Referral Program (or collecting or accepting any reward the subject of this Referral Program).
- 6. This Referral Program commenced on 30 June 2023 and closes at midnight on 9 February 2024 (**Referral Period**). Any referrals made outside of the Referral Period will not count as part of this Referral Program.
- 7. Employees (and their immediate families) of Melbourne Victory and agencies associated with the promotion are ineligible to participate. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

Eligible Referrals

- 8. A referral is awarded to a Current Member for the purposes of this Referral Program **only** if the New Member:
 - a) purchases a Melbourne Victory access Membership (being a membership that gives the member the right to access or purchase tickets for Melbourne Victory home matches) during the Referral Period; and
 - b) either:

- (i) records the Current Member's Member ID where indicated during the membership sign up process, where the New Member purchases their membership online; or
- (ii) notifies the Melbourne Victory employee that the New Member has been referred by the Current Member and provides the Current Member's Member ID during the sign up process, if the New Member purchases their membership over the phone; and
- c) does not cancel his or her membership prior to the membership becoming nonrefundable pursuant to the terms and conditions of the relevant membership.
- 9. It is the responsibility of the Current Member to ensure that the New Member provides the Current Member's Member ID during the sign up process. If the New Member fails to provide the Current Member's Member ID during the sign up process, the referral may not count as part of this Referral Program.
- 10. For the avoidance of doubt, some membership types are excluded from this Referral Program. If a New Member purchases one of the following membership types, that New Membership will not be considered a referral for the purposes of this Referral Program:
 - a) Baby Membership;
 - b) Little Striker;
 - c) Generation V;
 - d) Victory Army; and
 - e) Supporter.

Rewards for referrals

11. Subject to these Terms and Conditions, Current Members will receive the following rewards as part of this Referral Program based on the number of New Members referred within the Referral Period, counted in accordance with clause 8:

No. of New Members referred in the Referral Period	Reward for the Current Member				
1 New Member referred	\$10 Stadium food and beverage voucher.				
2 New Members referred	Signed 2023/24 jersey pursuant to clauses 22 to 25 below.				
3 New Members referred	A-Lounge double pass pursuant to clauses 26 to 30 below.				
4 New Members referred	Inner Sanctum Experience pursuant to clause 17 to 21 below.				

Most New Members referred	Victory	Medal	2024	double	pass	
	pursuant to clauses 31 to 36 below.				V.	

Receiving a reward

- 12. All eligible Current Members will be notified via email of their reward, including details of how they are to receive or access their reward.
- 13. The rewards in the above rewards table are awarded to the eligible Current Member cumulatively rather than resetting after every reward.
- 14. If a Current Member is under the age of 18 years, the reward will be awarded to the member's nominated parent or guardian on the member's behalf.
- 15. If a reward (or part of a reward) is unavailable, Melbourne Victory, in its discretion, reserves the right to substitute the reward (or that part of the reward) with a reward to the equal value and/or specification.
- 16. Rewards, or any unused portion of a reward, are not transferable or exchangeable and cannot be taken as cash.

Inner Sanctum Experience

- 17. The Inner Sanctum Experience will be held at a time and location determined by Melbourne Victory.
- 18. Melbourne Victory is not responsible for any travel costs, or other costs, which an eligible Current Member may incur to attend the Inner Sanctum Experience.
- 19. If an eligible Current Member is unable to attend the Inner Sanctum Experience (including due to State or Federal government restrictions) at the time and location determined by Melbourne Victory, Melbourne Victory may, but is under no obligation to, provide the member with an alternative reward, as determined by Melbourne Victory.
- 20. If the Inner Sanctum Experience cannot be held due to reasons outside the control of Melbourne Victory, such as due to State or Federal government restrictions, Melbourne Victory may postpone or cancel the Inner Sanctum Experience.
- 21. If Melbourne Victory postpones or cancel the Inner Sanctum Experience, Melbourne Victory may, but is under no obligation to, choose to provide the impacted members with an alternative reward, as determined by Melbourne Victory.

Signed 2023/24 Jersey (Home or Away)

- 22. The 2023/24 signed jersey will be signed by all members of the Melbourne Victory A-League Men's squad who are available at the time allocated to sign various Melbourne Victory merchandise.
- 23. Melbourne Victory will endeavour to have the 2023/24 squad signed jersey signed by all members of the Melbourne Victory A-League Men's squad, however makes no guarantee that all or any particular member/s will sign the 2023/24 signed jersey.

- 24. The 2023/24 squad signed jersey will be sent out via post to the postal address Melbourne Victory currently has on file for the relevant Current Member. It is the member's responsibility to notify Melbourne Victory regarding any changes to their personal details, including postal address.
- 25. Whether the 2023/24 squad signed jersey is the Home or Away jersey, is dependent on the stock of signed jerseys at that time. You may receive a call to choose between the two if there is adequate stock.

A-Lounge Double Pass

- 26. Eligible members will be contacted after reaching three referrals, and be given the chance to select one of the remaining eligible home fixtures to utilise the A-Lounge double pass
- 27. Melbourne Victory is not responsible for any travel costs, or other costs, which an eligible Current Member may incur to attend the fixture chosen.
- 28. If an eligible Current Member is unable to attend the match (including due to State or Federal government restrictions) at the time chosen by the member, Melbourne Victory may, but is under no obligation to, provide the member with an alternative reward, as determined by Melbourne Victory.
- 29. If there is an impact to the season which results in members and supporters being unable to attend matches, Melbourne Victory may, but is under no obligation to, choose to provide the impacted members with an alternative reward, as determined by Melbourne Victory.
- 30. If the eligible member already has an existing A-Lounge membership, they will receive the 2 tickets as additional 'guest passes' for their membership.

'Most New Members Referred' determination and the Victory Medal 2024 reward.

- 31. At the conclusion of the Referral Period, Melbourne Victory will tally all referrals to determine which Current Member made the most referrals during the Referral Period.
- 32. If there is only one Current Member eligible to the Victory Medal reward, that member and a guests of that member's choosing will be entitled to attend the 2024 Victory Medal on a yet to be determined date.
- 33. If there is a tie in relation to the Current Member with the most referrals, each of those Current Members will be entitled to a double pass for the event together on the date to be determined. For example, if there are 3 eligible Current Members, then each Current Member may each invite 3 guests to the 2024 Victory Medal.
- 34. The eligible Current Members will be notified by email in April 2024.
- 35. The 2024 Victory Medal award will be provided by Melbourne Victory subject to State and Federal government restrictions. If the 2024 Victory Medal reward cannot be offered due to reasons outside the control of Melbourne Victory, such as due to State or Federal government restrictions, Melbourne Victory may postpone or determine to cancel the reward.

36. If Melbourne Victory determines to postpone or cancel the 2024 Victory Medal reward, Melbourne Victory may, but is under no obligation to, provide the impacted members with an alternative reward, as determined by Melbourne Victory.

General terms

- 37. Current Members participating in this Referral Program may not participate in other referral programs offered by Melbourne Victory including the A-Lounge Referral Program.
- 38. If there is a dispute concerning the conduct of this Referral Program or in respect to claiming a reward, Melbourne Victory will consider the member's grievances however reserves the right to resolve the dispute in the manner it determines most appropriate, acting reasonably.
- 39. Current Members who accept rewards pursuant to this Referral Program consent to Melbourne Victory using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Referral Program (including any outcome), and Melbourne Victory.
- 40. If this Referral Program is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of Melbourne Victory, Melbourne Victory reserves the right, to the fullest extent permitted by law, to modify, suspend, terminate or cancel this Referral Program as appropriate.
- 41. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act (Cth) or similar consumer protection laws in the States and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Melbourne Victory excludes all liability for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of this Referral Program and the use of any rewards.

Personal Information

42. The information Current Members and New Members provide to Melbourne Victory will be collected, used and disclosed in accordance with the Melbourne Victory's privacy policy, available here (https://gomvfc.com.au/privacy-policy). This includes the provision of the Current Members' and New Members' personal information to sponsors and partners of the Melbourne Victory (and Australian Professional Leagues Company Pty Ltd ACN 646 799 199 in its capacity as trustee for the Australian Professional Leagues Trust ABN 95 869 867 692).

Third Party Terms

43. If any terms and conditions are imposed by a third party on a Current Member's ability to use some or all of the reward (by way of example, terms of use imposed by O'Brien's Group in relation to the use of the food and beverage voucher or terms and conditions of attending the Corporate Suite) (**Third Party Provider**) then the member must comply with those additional terms (which may include a requirement to demonstrate

appropriate standards of behaviour while using the reward) or the member will forfeit the reward (and the ability to continue to use and enjoy the reward) immediately on notice from the relevant Third Party Provider, or Melbourne Victory (as applicable).

Updated: 15 September 2023