

MELBOURNE VICTORY MEMBERSHIP TERMS AND CONDITIONS

The completed membership application form (**Form**) and these terms (including any incorporated terms) form a binding and enforceable legal agreement (**Agreement**) between the person(s) named on the Form (**you, your or member**) and Melbourne Victory Limited ACN 111 441 868 trading as the Melbourne Victory Football Club (**Club, MV, we or us**).

By applying for or otherwise accepting membership of the Club, members agree to be bound by and comply with these terms. If you have completed the Form on behalf of other persons (including any members of your household), you must ensure, and you warrant, that they have expressly authorised you to do so and they will also be bound by these terms. Members under 18 years old must have parental/guardian approval to apply for membership and further, the parent/guardian of the member must read and will be deemed to have consented to these terms. Members are responsible for ensuring minors under their supervision comply with these terms.

Nothing in these terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the *Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010* (Cth) or any other applicable law that cannot be excluded, restricted or modified by agreement (**Non-Excludable Rights**).

Applying for and obtaining membership

1. Payment of membership must be made at the time of receipt of the Form by the Club, unless you elect to pay using monthly instalments.
2. Subject to a member's Non-Excludable Rights and clauses 49 and 50, a member will only receive a refund, if at the time of processing the Form the Club is unable to provide the requested membership category or seating allocation (as appropriate).
3. The Club reserves the right not to:
 - (a) process any Form which is incomplete;
 - (b) accept any changes to the Form (except for change of your contact details of which it is your responsibility to notify the Club); or
 - (c) otherwise accept any application Form, in its reasonable discretion.
4. Upon your successful application for membership, the Club will post a 2022/23 membership pack confirming your membership benefits and membership card to your mailing address. The initial distribution of the 2022/23 membership packs will be sent in September 2022. If you join after the time our initial distribution is made, you should expect to receive your membership pack within 14 Business Days of joining the Club.
5. All membership fulfilment is strictly limited. Replacement options are not guaranteed should stocks be depleted. The Club will not be responsible for lost membership packs if a member provides an incorrect or out-of-date mailing address, or if a member fails to update a mailing address.
6. If a replacement membership pack is dispatched to a member (subject to availability) as a result of the member's failure to provide correct contact details or update the member's contact details, the member will be required to pay a \$25 administration fee to cover part of the costs incurred by the Club to issue a replacement membership pack.
7. If a membership pack must be resent by the Club to a member because it was 'returned to sender', the

member will be required to pay a \$15 administration fee to cover the costs to the Club to resend the membership pack.

8. You must notify the Club of any change in circumstance or details, including the issuing or withdrawal of concession status, your contact details (including e-mail address and mailing address) and any other relevant information that could affect your membership of the Club from time to time. The Club will not be responsible for any loss that occurs to the member as a result of the member failing to notify the Club of any change in circumstance or details.

Payment for your membership by instalments and automatic renewal

9. The Club has both an instalment plan option for payment and an option for automatic renewal of memberships. Pursuant to either payment option, each member who elects to be part of the automatic renewal program will either:

- (a) have their credit card debited in 12 equal (subject to clause 12) monthly instalments; or
- (b) have their credit card debited in full for their membership on sign up.

We accept Visa, Mastercard and American Express credit cards, as well as debit cards with a Visa or Mastercard logo. That said, some financial institutions do not support direct debit, so please check that yours does before applying for the auto renewal payment plan. By signing up, you authorise the Club to arrange a debit of funds from your nominated credit card for your membership in accordance with these terms (and to continue to roll over your membership each year on the same terms, unless otherwise notified by you).

10. The payment plan program commences on 15 July 2022 (**First Scheduled Payment**). The first instalment payment will include the membership instalment due for the period from 15 July to 14 August 2022.
11. Members applying for instalments after the First Scheduled Payment will have the number of required payments reduced to bring them up to date with the debit schedule, followed by subsequent monthly payments at each specified date.
12. If your membership is on automatic renewal program, when it comes time to renew for the next season, the Club will give you at least 14 days written notice (**Renewal Notification**) of any changes to membership for the following season, and you will be asked to confirm any membership changes (including whether you wish to accept any upgrade options) and reminded that your membership will automatically roll over to the next season on a specified date (**Renewal Date**).
13. If you do not wish to renew your membership for the following season, you must opt out by the Renewal Date. If you do not opt out by the Renewal Date, your membership will automatically renew for the following season and no refunds, except in accordance with clauses 49 and 50, will be provided should you change your mind.
14. It is your responsibility to: (a) ensure that the account/credit card details you have provided are correct; (b) notify the Club should the expiry date of your credit card change; and (c) ensure you have sufficient clear funds available in the nominated account, on each scheduled drawing date(s). If you have insufficient funds in your account at the time of drawing, the Club will attempt to deduct any outstanding payments daily, until successful.
15. If there are insufficient funds in your account, your bank or credit card provider will reject our deduction.

Any fees associated with the rejection or overdrawing on your account is the responsibility of the paying cardholder. We will notify you of the rejection via a courtesy call, email, SMS or letter (at our election) and if your account is not settled at that time, your membership (and any benefit provided under it) will be suspended and the recovery procedure will commence. In these circumstances, we may seek to recover our associated costs (including legal costs) from you. If your membership is suspended due to non-payment, it will be reinstated once the amount owing is paid. Please note that at least 24 hours is required to reinstate a membership once full payment is received.

16. If you have a change in account details, or if you believe there has been an error in debiting your account, please notify Member Services on 1300 466 832 ext or membership@mvfc.com.au. Please ensure you allow 10 business days for the change in your account details to be affected. If we conclude, as a result of our investigations, that your account has been incorrectly debited, we will respond to your query and arrange for an appropriate adjustment to be made. If we conclude, as a result of our investigations, that your account has not been incorrectly debited, we will respond to your query by providing you with reasons for this finding.
17. Automatic renewal users must adhere to the Club's cancellation policy set out at clause 49 and 50.
18. All credit card details will be kept strictly confidential and are used for Victory Pay payments only.

Types of membership and concessions

19. **Concession:** To qualify for a concession membership, you must be the holder of one of the following forms of identification and must produce such identification (along with your membership card) at the point of entry into each Melbourne Victory home game:
- (a) pension card, healthcare card or proof from Centrelink or the Department of Veteran Affairs; or
 - (b) proof you are a full time student over the age of 17 years, as of 1 July 2022.
20. **Student:** Student members must be under the age of 17 as of 1 July 2022.
21. **Junior:** Junior members must be between 4 and 14 years of age, and in any event must be under the age of 14 as of 1 July 2022.
22. **Infant:** Infant members must be 0-3 years of age as of July 1, 2022. Infant members do not require a Ticket to enter the stadium provided they do not occupy a seat and sit on their parent/guardian's lap.
23. **Family:** A family membership comprises 2 adults and up to 2 juniors/students (who must be 17 years of age or under as of 1 July 2022).
24. **Special Needs:** If a member (other than a holder of a complimentary membership) has special needs, and holds a state issued Companion card, the member is eligible to receive a second membership, of the same category as they purchase, at no charge. This membership can then be used by a carer when attending Matches with the member.
25. **Flexi-Membership:** Our flexi 10 memberships include 10 "game day passes" which can be used at any number of home games as the holder sees fit. By way of example, you may redeem 10 tickets for 1 game; have 2 people attend 5 games, or any other combination the member selects up to the use of 10 passes. That said, a maximum of 4 passes can be used at any Melbourne City derby.
26. **Paramount +:** If you have received a discount code to Paramount + and you have redeemed your offer, you are deemed to have, and agree that you have

subscribed for a minimum of 12 months from the date you redeem your offer (**Subscription Period**).

Membership benefits and categories

27. All Junior member upgrade packages will receive a personalised birthday card (either physical or electronic) within a month of their birth date as registered with the Club. This is provided the membership pack has been purchased at least 1 month prior to the birth date of the member. If the membership pack is purchased less than one month prior to the birth date, the birthday card will be sent as soon as possible after purchase of your membership.
28. The 2022/23 members-only loyalty scarf/cap given to all members (other than a holder of a complimentary membership or any other category of membership that does not include a membership pack) every season is based on the members' consecutive years of financial membership. Members can query their years of membership by contacting Member Services on 1300 466 832, however the final decision is at the discretion of the Club, acting reasonably.
29. All Club home games are strictly subject to capacity for General Admission members. The Club has the right to advise General Admission members of a requirement to upgrade to a daily reserved seat in order to guarantee their entry to a venue. Ticketing agencies may charge a booking fee which is to be covered by the member.
30. All ticketed members and supporter, membership holders (other than holders of a complimentary membership) are given the opportunity to purchase a Ticket to the 2022/23 Finals Series (including Grand Final) during the APL managed priority period for the finals series that the Club competes in.
31. The Club, reserves the right to, acting reasonably and subject to any applicable laws, vary or remove membership benefits if existing membership benefits cannot be provided due to a Force Majeure Event, including if the impacts of COVID-19 result in limited seating inventory, prohibitions on member attendance at Matches or adjustments to the length of the season or location of Matches. The Club will use reasonable endeavours to advise members of any material changes to the membership benefits.
32. For the avoidance of doubt, the Club will not provide a refund to any Member as a result: (a) any Matches being required to be played behind closed doors; (b) capacity limits preventing attendance by some or all of our Members; or (c) if they are required to sit in a different location to their allocated seat, as a result of COVID-19 or any league requirement or mandate (**Prescribed Changes**). To the extent any COVID Changes are deemed to have affected the value of your membership, you will be deemed to have gifted an amount equal to the difference to the Club in the 2022/23 financial year, unless you are suffering from severe financial hardship, in which case you can request that the Club addresses your gift in an alternate way by contacting us at 1300 466 832.

Membership Cards

33. Membership cards (both physical and digital) remain the property of the Club and may not be sold, exploited for commercial use, or used for promotional purposes or campaigns without the express written permission of the Club.
34. The Club is not responsible for membership cards that are lost, stolen or destroyed. Lost membership cards must be reported immediately to Member Services on 1300 466 832 (Ext. 2) and a replacement card will be issued. Please note that an administrative charge of

- \$10.00 will be applied and may be required to be paid prior to the issue of the replacement card.
35. On game days, membership cards cannot be replaced and if a temporary ticket is required by you, a reasonable fee, of no more than \$10 will be charged.

Attending Matches

36. Melbourne Victory membership and membership cards do not allow access into away games. For all away games, Tickets must be purchased separately.
37. The stadium map for all Club home games is subject to change, as these will be determined upon consultation with AAMI Park. The Club will endeavour to advise all members of any changes in a timely manner on our website at www.mvfc.com.au.
38. When attending APL sanctioned Matches or league functions or events supported by APL and/or club/s, members of the Club must abide by policies set-out by the relevant venue, including in relation to attitude and behaviour. Any incident reports received by officials will be dealt with in an appropriate manner, and the Club reserves the right to immediately cancel a membership in its discretion based on violations incurred by members. If, for any reason, you fail to comply and your access to the venue is terminated, you remain obliged to pay for your entire membership, without any recourse against us.
39. **AAMI Park Stadium Map** – Due to the difficulty in accurately classifying any seat at the AAMI Park as “undercover”, even though there is a roof overhead in some sections of the ground, patrons cannot be guaranteed protection from the elements. As a guide however, all seats marked row D on level 1 are considered the drip-line.
40. **Finals Matches** are administered by APL and the member's priority access period and entitlement is at the discretion of the governing body. This priority period is an opportunity given to members to purchase Ticket/s to the game before the general public. This priority access period is also extended to the members of the other competing club.
41. The reserved seat model for the final series will entail a new seating map and all members will be able to select which category of seating they wish to sit in.
42. You must present your 2022/23 membership card upon request to access any of the Club's post Match functions (which will be promoted through membership communications) and if you cannot produce your 2022/23 membership card, you will not be granted free admittance and will be requested to pay the relevant entry fee.

Inclement weather policy

43. The Club will consider all information at hand before implementing a policy to protect the welfare of coaches, players and fans from extreme weather conditions and this policy will differ at each stadium.
44. This policy may involve or include the use of umbrellas at any time during the Match or the installation of a roof cover over the coach and player benches, prior to the Match commencing. The implementation of this policy means that some patrons may experience viewing restrictions due to the proximity of their seat, due to the location and height of the roof installed.

Our liability to you

45. Subject to your Non-Excludable Rights, any representation, warranty, condition, guarantee or undertaking that would be implied in these terms by legislation, common law, equity, trade, custom or usage is excluded to the fullest extent permitted by law.

46. Subject to a member's Non-Excludable Rights, the Club will not be liable to a member for indirect and consequential loss arising from or connected to these terms in contract, tort, under any statute or otherwise (including, without limitation, for loss of profits, failure to realise expected profits or savings and loss or corruption of data) unless such loss arises as a result of the Club's negligence or wilful misconduct.
47. Some of the goods or services which are offered or provided to members in addition to the benefits offered or provided by Club are supplied by third party suppliers. The provision of those goods or services will be subject, in each case, to the terms and conditions of the suppliers and any claims relating to the supply of those goods or services should be made to the supplier.
48. If the Club is liable to a member for any:
(a) breach by the Club of any of these terms;
(b) breach by the Club of any term implied into these terms under the general law; or
(c) any tort committed by the Club (including negligence but not including fraud),
the Club's liability to the member is limited to the amount of all payments paid by the member to the Club pursuant to these terms in respect of the then current season.

Suspension or cancellation of membership

49. Once a member has received their membership pack, there will be no refunds of that member's membership payments, subject to the member's Non-Excludable Rights. Any cancellation request after the member has received their membership pack, must be made in writing to the Club, and cancellation of the membership is at the discretion of the Club, acting reasonably and is not available purely on the basis of any COVID-19 related event, circumstance or other pandemic or health epidemic.
50. Any membership cancellation (including by Victory Pay members) must be requested in writing to the Club prior to the member receiving his or her membership pack to be eligible for a refund, subject to any Non-Excludable rights you may have.
51. If the member makes a cancellation request after the member has received their membership pack and the Club approves the cancellation request pursuant to clause 49, it is a condition of the cancellation that the member return the membership pack to the Club, including all items unopened, unused and undamaged, and in the condition they were provided to the member by the Club.
52. Any costs of returning the membership pack to the Club will be borne solely by the member.
53. The Club reserves the right to suspend or cancel a membership without refund to any member that breaches these terms or, in the reasonable opinion of the Club, is guilty of conduct unbecoming of a member, disruptive or prejudicial to the interests of the Club, the interests or reputation to the game, FA, APL or any of their sponsors. A resolution may be considered in lieu of the membership suspension or cancellation, which must be sent to the Club's mailing address in writing within 7 days of the member receiving the suspension or cancellation advice.
54. For the purposes of clause 53, 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.

Privacy

55. The information you provide to the Club (including in the Form) will be collected, used and disclosed in accordance with the Club's privacy policy, available by [clicking here](#). This includes the provision of your personal information to sponsors and partners of the Club (and APL).

General

56. 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.
57. All dates, times, participating teams and venues of Matches are as specified on the APL website from time to time and may change without notice to you.
58. These terms:
- (a) are governed by the law applicable in the state of Victoria and each party submits to the jurisdiction of the courts of that State; and
 - (b) are the entire agreement between the Club and you in respect of its subject matter and to the extent permitted by law, supersedes any prior agreement, representation or promotional material.
59. Neither party shall be liable for any delay or failure to perform its obligations under these terms, other than payment of any monetary sums due and owing to the other party, if such failure or delay is due to a Force Majeure Event.

Definitions

60. In this Agreement:
- (a) **APL** means 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.
 - (b) **FA** means Football Australia Limited ABN 28 106 478 068, the national governing body of football in Australia.
 - (c) **Force Majeure Event** means, in respect of a party, any event or circumstance or combination of events or circumstances which is beyond the reasonable control of that party, including an act of God, fire, lightning, explosion, flood, subsidence, insurrection, epidemic, pandemic or civil disorder or military operations.
 - (d) **League** means the national mens (currently known as the A-League Men's) and women's (currently known as the A-League Women's) football competitions to be staged by APL.
 - (e) **Match** means a match in the relevant League(s) to which the membership relates and in which the Club's team(s) participate in at the date, time and venue and against the opposing team as specified on the APL website from time to time, but excludes the Finals Series and any other match, competition or tournament staged or sanctioned by FA or APL.
 - (f) **Tickets** mean any ticket allocations to Matches that form part of the membership benefits.

Updated: 29 July 2022