

2017 ESSENDON FOOTBALL CLUB MEMBERSHIP TERMS AND CONDITIONS

All 2017 Essendon Football Club (**Club**) Memberships are subject to the following terms and conditions. By purchasing a 2017 Club Membership (or accepting the automatic renewal of your membership under a pre-existing 'Advantage' payment plan), you agree to these terms and conditions.

1. Purchase of Membership

The Club reserves its right not to accept any application for Membership in its absolute discretion, including, but not limited to, where any outstanding membership fees remain owing to the Club.

2. Term of Membership

Subject to the following terms and conditions and the Club's Constitution and Members' Code of Conduct, your Club Membership will entitle you to the benefits of Club Membership from receipt of your Membership payment to 31 October 2017.

3. Membership Categories and Entitlements

3.1 Club Membership Categories and Entitlements

Additional fees and charges may apply for memberships with General Admission access and for all memberships in relation to access to any finals matches. Except where a Member has a designated seat, Members' access to matches is not guaranteed and is subject to capacity. The Club recommends that Members reserve a seat in order to guarantee entry, particularly at high demand matches. Access may be gained to designated, unreserved seating on a first-come, first-served basis subject to availability and Members without an existing reserved seat entitlement can upgrade to or purchase a reserved seat at the venue for an additional fee, subject to availability. Ticket agencies may charge a booking fee for reserved seats which is to be covered by the Member.

ANZAC Day 2017: Please note that the Essendon v Collingwood ANZAC Day match is a reserved seat only match; with no walk-up available to Members. General Admission access is therefore not available for this match. Except for High Mark, Silver and Bronze Members with a home reserved seat, Members with home access must upgrade to a reserved seat during the advertised Member presale to guarantee entry. Upgrade prices will be published online once confirmed. Flexi 3 Game Members do not have access to this match and must purchase a reserved seat ticket via the general public ticket on-sale if they wish to attend.

3.1.1 Grand Final Ticket Access

Members' access to purchase a Grand Final ticket is determined by the Priority Group assigned to their membership category.

Priority 1 – Members are guaranteed access to purchase a ticket at an additional cost to their membership providing they do so during the advertised time.

Priority 2 - Applicable only to Members who purchase the 'Grand Final Guarantee'. Members are guaranteed access to purchase a ticket at an additional cost to their membership providing they do so during the advertised time.

Priority 3 – Members may have access to purchase a ticket subject to availability once tickets have been allocated to Priority 1 & 2 Members.

3.1.2. Membership Categories with Reserved Seat Entitlements

Subject to these terms and conditions, Club Members with Memberships in the following categories will have entitlements for the 2017 AFL Premiership Season in accordance with the table below:

| | | <i>Home games*</i> | | <i>Away games</i> | | <i>Week 1-3 Finals^</i> | <i>Grand Final^</i> |
|------------|--------------------------------------|--------------------|-----|-------------------|-----|-------------------------|---------------------|
| Membership | Access type | ES | MCG | ES | MCG | Access to pre-sale | Priority |
| High Mark | Home and away reserved seats | RS | RS | RS | RS | ✓ | 1 |
| | Home reserved seats with away access | RS | RS | GA | GA | ✓ | 1 |
| | Home reserved seats | RS | RS | - | - | ✓ | 1 |
| Silver | Home and away reserved seats | RS | RS | RS | RS | ✓ | 1 |
| | Home reserved seats with away access | RS | RS | GA | GA | ✓ | 1 |
| | Home reserved seats | RS | RS | - | - | ✓ | 1 |
| Bronze | Home and away reserved seats | RS | RS | RS | RS | ✓ | 3 |
| | Home reserved seats with away access | RS | RS | GA | GA | ✓ | 3 |
| | Home reserved seats | RS | RS | - | - | ✓ | 3 |

*General admission access is not available for ANZAC Day. Members with home access must upgrade to a reserved seat during the advertised Member presale to guarantee entry.

^Access to purchase tickets when Essendon participate

The Club reserves the right to change any Member's allocated reserved seat where required by the venue or the AFL, or to accommodate other Members or close gaps within seating bays. Where possible, the Club will endeavour to accommodate any changes within the same seating bay as previously allocated.

3.1.3. General Admission Membership categories

Subject to these terms and conditions, Club Members with Memberships in the following categories will have entitlements for the 2017 AFL Premiership Season in accordance with the table below:

| Membership | <i>Home games*</i> | | <i>Away games</i> | | <i>Week 1-3 Finals[^]</i> | <i>Grand Final[^]</i> |
|--------------------------------------|--------------------|-----|-------------------|-----|------------------------------------|--------------------------------|
| | ES | MCG | ES | MCG | Access to presale | Priority |
| Flexi Home & Away | GA | GA | GA | GA | ✓ | 3 |
| Flexi Home | GA | GA | - | - | ✓ | 3 |
| Flexi 6 Game | GA | GA | GA | GA | ✓ | 3 |
| Flexi 3 Game (Excludes ANZAC Day) | GA | GA | - | - | ✓ | - |

ES = Etihad Stadium
GA = General admission

*General admission access is not available for ANZAC Day. Members with home access must upgrade to a reserved seat during the advertised Member presale to guarantee entry.

[^]Access to purchase tickets when Essendon participate

3.1.4. Interstate Membership categories

Subject to these terms and conditions, Club Members with Memberships in the following category will have entitlements for the 2017 AFL Premiership Season in accordance with the table below:

| Membership | <i>Game in home state[#]</i> | <i>Home games*</i> | | <i>Away games</i> | | <i>Week 1-3 Finals[^]</i> | <i>Grand Final[^]</i> |
|------------|---------------------------------------|--------------------|-----|-------------------|-----|------------------------------------|--------------------------------|
| | VARIOUS | ES | MCG | ES | MCG | Access to presale | Priority |
| National | RS or GA | GA | GA | - | - | ✓ | 3 |

RS = Reserved seat
GA = General admission

[^]Access to purchase tickets when Essendon participate

[#]If Essendon is fixtured to play twice in a Member's home state they can choose which game they would like to attend or guarantee a seat at both games at an additional cost.

3.1.5. Non Access Membership categories

Subject to these terms and conditions, Club Members with Memberships in the following categories will have entitlements for the 2017 AFL Premiership Season in accordance with the table below:

| Membership | Home Games* | | Away games | | Week 1-3 Finals [^] | Grand Final [^] |
|-----------------------|-------------|-----|------------|-----|------------------------------|--------------------------|
| | ES | MCG | ES | MCG | Access to presale | Priority |
| Inside 50 | - | - | - | - | ✓ | - |
| Beyond the Boundary | - | - | - | - | ✓ | - |
| Digital | - | - | - | - | ✓ | - |
| Digital International | - | - | - | - | ✓ | - |

[^]Access to purchase tickets when Essendon participate

3.2 Membership Classifications and Concessions

3.2.1. Family

Family Memberships are available for two adults and up to 4 juniors (under the age of 15 as of 1 January 2017).

3.2.2. Junior

To be eligible for a Junior Membership, the applicant must be 5 years of age or more and under the age of 15 as at 1 January 2017. Juniors aged under 5 at 1 January 2017 are entitled to attend matches without a Club Membership, however they must not occupy a seat.

3.2.3. Student

Student concession is available to people studying full-time in 2017.

3.2.4. Pensioner

Pensioner concession is available to people holding a 2017 pensioner concession card issued by Centrelink, the Department of Health and Community Services, the Department of Community Services or the Department of Veteran Affairs. A Health Care or Health Benefit card will not be accepted. Your Membership application/renewal form must be accompanied by a photocopy of your pension card. Pension cards must be valid for the duration of the 2017 football season.

3.3 Toyota AFL Finals Series entitlements

Each Member's access to the Toyota AFL Finals Series matches will be determined in accordance with their respective membership category and corresponding entitlements as set out above in these terms and conditions. The Club will communicate information relating to Members' access to Toyota AFL Finals Series matches in late August should the Club be participating in the Toyota AFL Finals Series.

4. Transfer of Membership Cards

Club Members may transfer their membership (or tickets) to a family member or friend providing that family member or friend is at the equivalent level of entry. Concession and Junior Members who transfer their membership card or tickets to an adult will be refused entry and will have their ticket confiscated at the gates. The ticket will not be returned to the Member and a replacement fee (to be advised by the Club) will apply for the issue of a new Membership card.

5. No Onselling

Club Membership cards and Club Reserve tickets may not, without the prior written consent of the Club, be onsold (including via on-line auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services, either by the original purchaser or any subsequent bearer. If a ticket is onsold or used in breach of this condition, the ticket may be cancelled without a refund and the bearer of the ticket may be refused admission. Penalties apply (including cancellation of any offending member's Club Membership without a refund).

6. MCC and AFL Member Upgrades

6.1. AFL Members may nominate a club of support and by doing so consent to the AFL providing their personal details to that club, so they may contact you, for example in relation to membership packs and finals access. AFL Members who have nominated a club of support may purchase a club reserved seat membership upgrade.

6.2. MCC members may purchase a club upgrade via the Club or Melbourne Cricket Club.

7. Advantage Payment Plan Rollover

7.1. All Club Membership Packages above \$50 are available with an 'Advantage' Payment Plan option. Where Members have agreed to an Advantage option, they authorise the Club to automatically renew their annual membership on 28 November each year and debit their nominated credit/debit card or bank account for the applicable membership fee for the forthcoming year in accordance with clause 7.2 below and their selected payment option (either 'Monthly' or 'Upfront', in accordance with these terms and conditions). 7.2. The Club will provide notice of the relevant membership fee and any changes to the relevant Member's membership category or entitlements at least 10 days before any Advantage rollover takes effect.

7.3. Members can opt out of Advantage rollovers by notifying Member Services at the Club on 1300 46 26 62 or via email to membership@essendonfc.com.au. Where notice is given before

25 November (prior to the relevant AFL Premiership Season), there will be no automatic renewal of membership.

8. Payment

8.1 Payment Options

Subject to the further terms and conditions in clause 7.2, payment of your Club Membership fee may be made in one of three ways:

8.1.1. **“Full Payment”**: The full Membership fee can be paid at the time of renewal via any one of the following methods: VISA, MasterCard, BPay, Cheque, Cash or EFTPOS. (Note: Not all payment methods are applicable to Advantage Upfront. Please refer to 7.1.2 below.)

8.1.2. **“Advantage Upfront”**: One payment will be deducted on 28 November, via a nominated VISA or MasterCard. A further option of direct debit from a nominated bank account is available only to Members who held this arrangement prior to 2011.

8.1.3. **“Advantage Monthly”**: Payments will be deducted in 10 equal instalments on the 28th of each month, beginning 28 November and concluding 28 August in the following calendar year, via a nominated VISA or MasterCard. A further option of direct debit of these instalments from a nominated bank account is available only to Members who held this arrangement prior to 2011. The “Advantage Monthly” option is available only where Members have an ‘Advantage’ option applicable to their membership in accordance with these terms and conditions. Where a Member takes up an Advantage Monthly option after 28 November in the relevant year, the first instalment will total the sum of monies payable to bring the amounts payable in line with the Advantage Monthly standard schedule. Members may opt out of the “Advantage Monthly” payment plan during the course of a membership year by contacting Member Services at the Club and providing advance payment of all remaining instalments for the current membership year.

8.2 Payment Terms

8.2.1. It is the Member’s responsibility to ensure that: (a) the account details they have provided are correct, including notification should the expiry date change; (b) they have sufficient clear funds available in the nominated account on the scheduled drawing date.

8.2.2. While all payments are attempted on the 28th of the applicable month, withdrawals can experience a time lag of up to 5 days.

8.2.3. If any payment fails to clear on the 28th of the month, further attempts will be made to clear the funds at any stage until the transfer is successful.

8.2.4. If a debit is returned or dishonoured by the Member’s financial institution, a letter, SMS or email will be sent requesting immediate payment. Any fees levied to the Member by the financial institution will be payable by the Member.

8.2.5 EFC may suspend or cancel the Member’s membership (or any membership entitlements) if a drawing is dishonoured by the Member’s financial institution. The Club will notify the Member by letter, phone, SMS or email if it suspends or cancels the Member’s membership (or any membership entitlements).

8.2.6. Where any Members believe that a withdrawal has been initiated incorrectly, they can contact the Club Member Services Team on 1300 46 26 62 to request a refund.

9. GST and Levies

Except where expressly noted, all prices include GST and any applicable venue levy.

10. Refund and Cancellation Policy

As a general policy, Club Memberships are non-refundable and cannot be cancelled. Requests for refunds may be made in writing and are at the sole discretion of the Club's Head of Membership. Should a refund be granted, a \$20 processing fee will be applicable and will be deducted or withheld from the refund amount.

In the event that an outstanding balance remains at year's end, the balance will remain owing on the Member's account and must be paid in full prior to rejoining.

The Club reserves its right to cancel a Member's Club Membership without a refund where that member is deemed by the Club to have breached these terms and conditions (including where that member attempts to transfer or sell their Club Membership and/or associated benefits) or as otherwise provided under the Club Constitution and/or Members' Conduct of Conduct.

11. Club Members' Code of Conduct

While barracking and supporting the Club is a vital part of the game, offensive or aggressive behaviour (including yelling and swearing when dealing with Club staff, agents or AFL or other event staff) will not be tolerated. Club Members who consume alcohol on a match day are to do so responsibly. Drunkenness will not be tolerated. Club Members must comply with the Members' Code of Conduct (as it may be varied from time to time), the current version of which is available at essendonfc.com.au/memberscodeofconduct. The Club endorses the AFL's stance on vilification and has a zero-tolerance for members or supporters that abuse the opposition, opposition supporters, or umpires on grounds of race, religion, gender and sexuality.

12. Variation to Club Membership Terms and Conditions

The Club may from time to time vary these terms and conditions by posting any changes on the Club website or in an email. Members will have no claim against the Club by reason of any change made to these terms and conditions.

13. General Stadium Rules

Club Members must adhere to all rules and restrictions imposed by the venues attended by the Club Member. All venues are smoke-free. Patrons are not permitted to bring alcohol into any venue and must adhere to strict restrictions placed on alcohol consumption in designated areas at all venues. Umbrellas are not permitted to be opened anywhere within viewing areas at any time on match day.

14. Lost or Stolen Memberships Cards

Membership cards remain the property of the Club. If a Club Membership card is lost or stolen, please contact the Club's Member Services Centre on 1300 46 26 62 and the Club will then issue a replacement Membership card subject to receipt of the replacement card fee (as advised by the Club). The card will be replaced at no cost upon provision of a police report or statutory declaration detailing the theft.

15. Voting Rights

Club Members' voting rights are determined by the Club's Constitution (available at essendonfc.com.au/constitution)

16. Members' Privacy

All personal information will be used, and may be disclosed, by the Club (including for promotional and marketing purposes) in accordance with the Club Privacy Policy available at essendonfc.com.au/privacy. By providing your personal information you agree to such use and disclosure by the Club and confirm you have read and agree to be bound by the Club Privacy Policy.

17. Liability

17.1 All express or implied guarantees, warranties, representations or other terms relating to these Terms and Conditions or their subject matter, not expressly set out in these Terms and Conditions, are excluded from the agreement between the member and the Club to the maximum extent permitted by law.

17.2 Nothing in these Terms and Conditions excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation that cannot be lawfully excluded or limited. This may include the Australian Consumer Law, which contains guarantees that protect the purchasers of good and services in certain circumstances.

17.3 If any guarantee, warranty, term or condition is implied or imposed in relation to these Terms and Conditions under the Australian Consumer Law or any other applicable legislation and cannot be excluded (a Non-Excludable Provision), and the Club is able to limit the member's remedy for a breach of the Non-Excludable Provision, the liability of the Club for breach of the Non-Excludable Provision is limited to one or more of the following at the Club's option:

a) in the case of goods, the replacement of the goods or the supply of equivalent good, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or

b) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

17.4 Subject to clauses 17.2 and 17.3, the parties agree that the EFC is excluded from any liability for any loss of profits, loss of opportunity, loss of business, loss of revenue, or any indirect or consequential loss, arising in relation to the agreement between the member and the Club.

17.5 Nothing in this clause 17 affects any liability of the Club in the tort of negligence for the personal injury, illness or death of any person.

18. Severance

18.1 Any provision of these Terms and Conditions will be read down to the extent necessary to prevent that provision or these Terms and Conditions being invalid, voidable or unenforceable in the circumstances.

18.2 If, despite clause 18.1, a provision of these Terms and Conditions is still invalid or voidable:

- a)** if the provision would not be invalid or voidable if a word or words were omitted, that word or those words will be deleted; and
- b)** in any other case, the whole provision will be deleted, and the remainder of this agreement will continue to have full force and effect.