

2022 ESSENDON FOOTBALL CLUB MEMBERSHIP TERMS AND CONDITIONS

All 2022 Essendon Football Club (“**Club**”) Memberships are subject to these terms and conditions. By purchasing a 2022 Club Membership (or accepting the automatic renewal of your Membership under a pre-existing ‘Advantage’ payment plan), you agree to these terms and conditions.

In these terms and conditions:

- (a) ‘**Membership**’ includes the rights of Ordinary Membership, Youth Membership, Honorary Membership or Life Membership (as applicable) under the Club’s Constitution and the additional rights applicable to any Membership Package; and
- (b) ‘**Membership Fee**’ means the total fee paid or payable by a member for Membership (including for a Membership Package) for the 2022 membership year.

1. Purchase of Membership

1.1 The Club reserves its right not to accept any application for Membership in its absolute discretion, including, where any outstanding Membership Fees remain owing to the Club.

1.2 A condition of holding a Membership Package is that you are at all times an Ordinary Member, Youth Member, Honorary Member or Life Member of the Club in accordance with the Club’s Constitution. If at any time you are no longer an Ordinary Member, Youth Member, Honorary Member or Life Member of the Club, your Membership Package will cease.

1.3 If at any time you are suspended as a member under the Club Constitution, your Membership Package entitlements will also be suspended.

2. Term of Membership Package

Subject to the following terms and conditions and the Club’s Constitution and Members’ Code of Conduct, your Club Membership Package entitlements commence from receipt of payment of your Membership Fee (or the first instalment where a payment plan applies) and end on 31 October 2022.

3. Membership Package Categories and Entitlements

3.1 Club Membership Package Categories and Entitlements

Additional fees and charges may apply for Membership Packages with General Admission access (for securing a reserved seat) and for all Membership Packages in relation to access to any finals matches. Members’ access to matches is not guaranteed and is subject to capacity.

The Club recommends that Members reserve a seat in order to have priority entry, particularly at high demand matches, for matches with reduced capacity, or as otherwise recommended by the Club or the AFL from time to time. Members without an existing reserved seat entitlement may upgrade to or purchase a reserved seat at the venue for an additional fee, subject to availability and these terms and conditions (including clause 10, COVID-19 and Unforeseen Circumstances.) Ticket agencies may charge a booking fee for reserved seats, which is to be covered by the Member.

3.1.1 Membership Package Categories with Reserved Seat Entitlements

Subject to these terms and conditions (**including clause 10, COVID-19 and Unforeseen Circumstances**), Club Members with Membership Packages in the following categories will have entitlements for the 2022 AFL Premiership Season in accordance with the table below:

| MS = Marvel Stadium GA = General admission RS = Reserved seat | | Home games | | Away games* | | Week 1-3 Finals^ | Grand Final^ |
|---|--------------------------------------|------------|-----|-------------|-----|--------------------|--------------|
| Membership Package | Access type | MS | MCG | MS | 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 |
| Silver | Home and away reserved seats | RS | RS | RS | RS | ✓ | 1 |
| | Home reserved seats with away access | RS | RS | GA | GA | ✓ | 1 |
| Bronze | Home and away reserved seats | RS | RS | RS | RS | ✓ | 3 |
| | Home reserved seats with away access | RS | RS | GA | GA | ✓ | 3 |

- General admission access is not typically available for ANZAC Day or other high demand games as notified by the Club and the AFL from time to time. Members with away access must upgrade to a reserved seat during the advertised Member presale to secure tickets.

^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, as a result of COVID-19 or unforeseen circumstances (including where capacity constraints or social distancing measures apply), to accommodate other Members or to close gaps within seating bays. Where possible (and subject to clause 10, COVID-19 and Unforeseen Circumstances,) the Club will endeavour to accommodate any changes within the same seating bay as previously allocated. If the number or location of reserved seats available to the Club to allocate to Members is impacted by COVID-19 or unforeseen circumstances, the policy set out in clause 10 of these terms and conditions (**COVID-19 and Unforeseen Circumstances**) will apply. Availability and allocation of reserved seats is subject to this policy.

Priority Renewal of Reserved Seat for the 2022 Toyota AFL Premiership Season

2022 reserved seat Members will have priority access to retain and renew the reserved seat(s) assigned with their 2022 Membership Packages for the equivalent matches in the 2022 Toyota AFL Premiership Season. To exercise this priority access, reserved seat Members must renew their Membership Packages on or before the designated reserved seat renewal cut-off date for the 2022 Toyota AFL Premiership Season as advised on the Club's website in January 2022. Renewal of reserved seats is subject to availability and the Club's membership terms and conditions from time to time.

3.1.2 General Admission Membership Package categories

Subject to these terms and conditions (including clause 10 COVID-19 and Unforeseen Circumstances), Club Members with Membership Packages in the following categories will have entitlements for the 2022 AFL Premiership Season in accordance with the table below:

| Membership Package | Home games | | Away games | | Week 1-3 Finals [^] | Grand Final [^] |
|--------------------------------|------------|-----|------------|-----|------------------------------|--------------------------|
| | MS | MCG | MS | MCG | Access to presale | Priority |
| Flexi Home & Away* | GA | GA | GA | GA | ✓ | 3 |
| Flexi 8 Game* | GA | GA | GA | GA | ✓ | 3 |
| Flexi 4 Game [§] | GA | GA | GA | GA | ✓ | - |
| Flexi National* [#] | GA | GA | GA | GA | ✓ | 3 |
| Mighty Bomber ^{~>} | GA | GA | - | - | - | - |

*General Admission access is not available for ANZAC Day. Members must upgrade to a reserved seat through Ticketek.

[§]Excludes access to ANZAC Day

[~]Access to 2 home or away games in Melbourne excluding ANZAC Day

[>]Limit of one per Member

[#] Ticket price for interstate games is not included in the Flexi National membership package. A \$ discount equivalent to the membership type (e.g. Adult, Concession or Junior) will be applied when purchasing tickets using a Flexi National membership. Members will be responsible for any additional costs to purchase a ticket, including where the ticket selected is more expensive than the \$ discount, and all other ticket purchase and processing fees charged by the ticketing agent.

[^]Access to purchase tickets when Essendon participates

3.1.3 Non Access Membership Package categories

Subject to these terms and conditions, Club Members with Membership Packages in the following categories will have entitlements for the 2022 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 |
| Essendon Insider | - | - | - | - | ✓ | - |
| Beyond the Boundary | - | - | - | - | ✓ | - |
| Digital Australia & New Zealand | - | - | - | - | ✓ | - |
| Digital International | - | - | - | - | ✓ | - |

[^]Access to purchase tickets when Essendon participate

[#]On request. Members must contact the Club to obtain a barcode.

3.1.4 Grand Final Ticket Access

Members' access to purchase a Grand Final ticket is determined by the Priority Group assigned to their Membership Package category. Members with any Membership Fees in arrears at the time of Grand Final ticket registration will be ineligible to register for a Grand Final ticket.

Priority 1 – Where the Grand Final is played at the MCG at unrestricted capacity, Members are guaranteed access to purchase a ticket at an additional cost to their Membership Package provided they follow the Club's instructions at the advertised time and do not have any Membership Fees in arrears.

Priority 2 - Applicable only to eligible Members who purchase the 'Grand Final Guarantee'. Where the Grand Final is played at the MCG at unrestricted capacity, Members are guaranteed access to purchase a ticket at an additional cost to their Membership Package provided they follow the Club's instructions at the advertised time and do not have any Membership Fees in arrears.

Priority 3 – Members may have access to purchase a ticket subject to availability once tickets have been allocated to Priority 1 and 2 Members, provided they follow the Club's instructions at the advertised time and do not have any Membership Fees in arrears.

3.1.5 Grand Final Guarantee Product

The following terms and conditions apply to the Grand Final Guarantee product ("**GFG**"), which may be purchased in conjunction with an Eligible Membership Package, as provided below.

3.1.5.1 **Eligibility:** Only a limited number of GFGs will be made available for sale. Only Members who purchase a 2022 Bronze, Flexi Home & Away, Flexi 8, Flexi Home & Away (MCC), Flexi National or Bomber Squad membership package ("**Eligible Membership Package**") are eligible to purchase a GFG, subject to availability. Only one (1) GFG may be purchased per Eligible Membership Package.

3.1.5.2 It is the responsibility of the Member to ensure the Member holds an Eligible Membership Package when purchasing a GFG.

3.1.5.3 **Priority Groupings*:** Eligible Members with a GFG will be required to register their intention to purchase a Grand Final reserved seat ticket in either Semi – Final or Preliminary Final week should Essendon be participating in the Toyota AFL Grand Final. GFG holders will be allocated a time to register during the 'Priority 2' time slot. Further information on registering for a ticket will ordinarily be issued during the first week of September. (It is the Member's responsibility to ensure the Club has a current and valid email address). Members who do not register for a Grand Final ticket during the required time will not be eligible to purchase a Grand Final ticket.

3.1.5.4 **Refund Policy:** There are strictly no change of mind exchanges or refunds on the GFG product, regardless of final ladder position.

3.1.5.5 **Transferability:** The GFG product is not transferable.

3.1.5.6 **Sale Period:** The GFG will be available for sale until the start of Round 23, unless sold out earlier.

3.1.5.7 The purchase of the GFG gives eligible Members access to purchase a Grand Final ticket only. It does not include the price of the ticket. This will be an additional amount charged at the retail price and the location of reserved seats cannot be guaranteed.

*This process is subject to change at any time at the discretion of the AFL and Club. It is the Member's responsibility to ensure they read all Finals communications carefully in relation to the purchasing of Grand Final tickets.

3.2 **Membership Package Classifications and Concessions**

3.2.1 Family

Family Membership Packages are available for two adults and up to four youths or juniors.

3.2.2 Youth

To be eligible for a Youth Membership Package, the applicant must be between the ages of 15 and 17 as at 1 January 2022.

3.2.3 Junior

To be eligible for a Junior Membership Package, the applicant must be under the age of 15 as at 1 January 2022. Juniors aged under 5 at 1 January 2022 are entitled to attend matches without a Club Membership, however they must not occupy a seat.

3.2.4 Student

Student concession is available to people studying full-time in 2022.

3.2.5 Pensioner

Pensioner concession is available to people holding a 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 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 Package 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 during the season (usually in late August) should the Club be participating in the Toyota AFL Finals Series. It is the responsibility of Members who hold non-access Membership Packages (Beyond the Boundary, Essendon Insider,

Digital and Digital International) to request a barcode from the Club by the conclusion of the final round of the Toyota Home and Away Premiership Season to access the member pre-sale for weeks 1-3 of the Finals Series if the Club participates.

4. **Transfer of Membership Cards**

Club Members may transfer their membership cards (or tickets) to a family member or friend provided that family member or friend is at the equivalent level of entry. Concession, Youth or Junior Members who transfer their membership card or tickets to an adult will be refused entry and will have their tickets confiscated at the gates. The ticket will not be returned to the Member and a replacement Membership Fee (to be advised by the Club) will apply for the issue of a new Membership card. The ability to transfer membership cards may be revoked at any time by the Club, at its sole discretion. In this event, the Club will notify Members by email and by posting a notice on the Club's website.

5. **Membership Coupons**

5.1 Eligible 2022 EFC Members may be provided with a coupon to spend at the Club's online merchandise store (shop.essendonfc.com.au) and Club's physical merchandise store at 275 Melrose Drive Melbourne Airport VIC 3045 ("**Bomber Shop Coupons**") as part of their Membership Package(s).

5.2 Members will be eligible for a Bomber Shop Coupon if they are not in a "Milestone Year" of membership, as defined as every five years of consecutive membership and pay at least a portion of their Membership Fee equivalent to the value of the Bomber Shop Coupon.

5.3 An 'Eligible Membership Package' is any adult or concession Membership Package where the Membership Fee is greater than the value of the Bomber Shop Coupon. For example, a Mighty Bomber Membership Package would not be eligible for a Bomber Shop Coupon as the Membership Fee is \$27.

5.4 Each Member will be eligible for one Bomber Shop Coupon per Membership Package.

5.5 Members will receive their Bomber Shop Coupons within 14 business days following renewal of their Membership. The Bomber Shop Coupons will be delivered via email only, and Members are responsible for ensuring they provide an up to date email address to the Club prior to or at the time of renewal.

5.6 The Club will not be responsible for any lost or missed Bomber Shop Coupons as a result of a Members incorrect email address or spam filter.

5.7 Bomber Shop Coupons will expire on 31 October 2022, unless extended by the Club in its sole discretion.

5.8 The value of the Bomber Shop Coupon is \$30 unless otherwise notified by the Club.

5.9 These Bomber Shop Coupons are available for a limited time only, for as long as it is advertised by the Club. The Club has the right to cancel, extend or change any promotion at any time without notice and in its sole discretion.

5.10 Bomber Shop Coupons are not valid for cash or cash equivalent. Bomber Shop Coupons cannot be applied to previous purchases nor combined with any other offers or discounts including price matching of any other retailer.

5.11 Only one Bomber Shop Coupon can be used per transaction, and each must be used in a single transaction only. The transaction value, excluding postage, must exceed the value of the Bomber Shop Coupon.

5.12 Bomber Shop Coupons may not be combined with any other offers, except for the 10% discount available to Members as part of their Membership. This 10% discount will be automatically applied when Members sign into the Club merchandise site with their Membership credentials, or provide their Membership information at the time of in-store purchase.

5.13 Bomber Shop Coupons can be redeemed against all items available for purchase on the Club's online and physical merchandise store, except gift cards, postage and other items as advised on the store from time to time.

5.14 Members redeem their Bomber Shop Coupons by entering their unique coupon code as provided to them by the Club, following their Membership Package renewal, in the designated section of the online merchandise store checkout or at the counter in-store. The value of the Bomber Shop Coupon will then be deducted from the subtotal of the order.

6. No On-selling

Club Membership cards may not, without the prior written consent of the Club, be on-sold (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 card or ticket is on-sold or used in breach of this condition, the card or 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 Membership without a refund).

7. MCC and AFL Member Upgrades

7.1 AFL Members may nominate Essendon as their club of support and by doing so consent to the AFL providing their personal details to the Club, so the Club may contact the Member, for example in relation to membership packs and finals access. AFL Members who have nominated Essendon as their club of support may purchase a club reserved seat membership package upgrade.

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

7.3 It is the responsibility of the Member to advise the Club if the Member is entitled to an AFL or MCC discount. Retrospective discounts or refunds will not be granted.

8. Advantage Payment Plan Rollover

8.1 Where Members have agreed to an Advantage option as set out in clause 9.1, they authorise the Club to automatically renew their annual Membership on or after 28 October each year (or such earlier date as the Club may notify to the Member from time to time) ("**Rollover Date**") and debit their nominated credit/debit card for the applicable Membership Fee for the forthcoming year in accordance with clause 8.2 below and their selected payment option ('50/50', 'Monthly' or 'Upfront'), in accordance with these terms and conditions. Monthly payment plans are only available where the Membership Fee exceeds \$50.

8.2 The Club will provide notice of the relevant Membership Fees and any changes to the relevant Member's Membership Package category or entitlements at least 28 days before any Advantage rollover takes effect.

8.3 Members can opt out of Advantage rollovers by notifying Member Services at the Club on (03) 8340 2000 or via email to membership@essendonfc.com.au. Where notice is given more than 5 business days before the Rollover Date, there will be no automatic renewal of the Membership.

9. Payment

9.1 Payment Options

Subject to the further terms and conditions in clause 8.2, payment of your Membership Fee may be made in one of four ways:

9.1.1 "**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 9.1.2 below.)

9.1.2 "**Advantage Upfront**": One payment will be deducted on the Rollover Date (or the next business day), via a nominated VISA or MasterCard.

9.1.3 '**Advantage 50/50**': Two payments of equal amounts will be deducted. The first will be deducted on the Rollover Date (or the next business day), and the second will be deducted on March 28 (or a later date as advised by the Club from time to time.)

9.1.4 '**Advantage Monthly**':

a) 10 Months

Payments will be deducted in 10 equal instalments (or in the case of purchase after the Rollover Date, a lesser number of instalments as provided below, to align with the standard payment schedule) via a nominated VISA or MasterCard on the 28th of each month, or the next business day, beginning on the Rollover Date and concluding on the deduction of the final instalment.

b) 6 Months

Payments will be deducted in 6 equal instalments (or in the case of purchase after the Rollover Date, a lesser number of instalments as provided below, to align with the standard payment schedule) via a nominated VISA or MasterCard on the 28th of each month, or the next business day, beginning on the Rollover Date and concluding on the deduction of the final instalment.

Where a Member takes up an Advantage option after the Rollover Date, the first instalment will total the sum of monies payable to bring the amounts payable in line with the relevant Advantage plan standard payment schedule.

Members may opt out of the relevant 'Advantage' 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.

9.2 **Payment Terms**

9.2.1 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.

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

9.2.3 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.

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.

9.2.4 EFC may suspend, cancel or change the Member's Membership Package (or any Membership Package entitlements) if an instalment 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 Package (or any Membership Package entitlements).

9.2.5 Where any Members believe that a withdrawal has been initiated incorrectly, they can contact the Club Member Services Team on (03) 8340 2000 to request a refund.

9.2.6 Memberships purchased over the phone will automatically be placed on Advantage Upfront. Members can opt out of this arrangement at any time.

9.2.7 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 re-joining.

10. COVID-19 and Unforeseen Circumstances

At this time, the impact (if any) that the COVID-19 pandemic may have on the 2022 Toyota AFL Premiership Season is not known. Unforeseen circumstances may also arise which impact upon the 2022 Toyota AFL Premiership Season.

The impacts of COVID-19 and unforeseen circumstances ('**COVID-19 Impacts**') may result in Members having reduced or varied match access or reserved seat benefits compared to those that would apply in the absence of those impacts.

10.1 Reserved Seats

If the number or location of reserved seats available to the Club to allocate to Members is affected by COVID-19 Impacts, the Club will allocate (or provide Members with the opportunity to secure) reserved seats in accordance with the following:

- a) Access to a reserved seat to any match is subject to the Club having sufficient reserved seats made available by the venue and the AFL for allocation to Members.
- b) Where the location of reserved seats available to the Club is affected or there are fewer reserved seats for a match made available to the Club for allocation to Members than Members holding ordinary reserved seat entitlements for the match, the usual allocation of reserved seats will not apply. Where the Club has access to allocate reserved seats, Reserved seat Members will be provided access to secure a reserved seat in accordance with the applicable booking process, which will be published on the Club's website. Access to secure a reserved seat will be subject to availability and will be prioritised according to each Member's Membership Package as follows:

Priority 1 (highest priority) - High Mark members

Priority 2 – Silver members

Priority 3 – Bronze members

Reserved seat Members must register during the designated time period corresponding to the priority category above (as specified in the booking process for the relevant match as published on the Club's website) in order to secure priority access in accordance with that category.

- c) Members who would ordinarily hold a reserved seat for the match will be entitled to a partial refund or credit (as determined below) where they do not secure a reserved seat and no reserved seats for the relevant match were made available for booking by members in the Member's priority category or any allocation of reserved seats made available to the category has been exhausted. Members who do not secure a reserved seat through the booking process will not otherwise be entitled to a refund or credit in relation to their reserved seat entitlements for the relevant match.
- d) Members who secure a reserved seat will not be entitled to a refund or credit in relation to any change in the location of their seats.

Refunds and Credits

Where a Member qualifies for a partial refund or credit in relation to the unavailability of reserved seats for any matches as provided above, the amount of the refund or credit will be determined as follows:

- (a) The Member's Membership Fee will be divided into a component relating to match access in 2022 (**Match Access Component**) and a component relating to all other benefits (**Other Benefits Component**).
- (b) The Other Benefits Component will be valued at \$60 for an adult, concession, or youth membership and \$30 for a junior membership, plus 15% of the face value of the total Membership Fee. This represents the value of benefits including: exclusive membership communications, merchandise and Club sponsor discounts, Member cards, full voting rights (18+), and priority access to retain and renew a reserved seat for the 2022 Toyota AFL Premiership Season (subject to these terms and conditions.)
- (c) The Match Access Component will be determined by subtracting the value of the Other Benefits Component from the total Membership Fee.
- (d) An '**Individual Match Value**' will be determined by dividing the Match Access Component by the number of Home and Away matches to which the Member would ordinarily have been allocated a reserved seat.
- (e) The Individual Match Value will be multiplied by the number of matches for which the Member is entitled to a refund or credit to determine a 'Reserved Seat Credit Provisional Value'.
- (f) Where any membership coupons (e.g. Bomber Shop coupons) have been provided by the Club in conjunction with the Membership Package purchase, the face value of the coupon will be subtracted from the Reserved Seat Credit Provisional Value to arrive at the final value. Where no such membership coupons have been provided, the final value will be the same as the Reserved Seat Credit Provisional Value.

10.2 **General Admission**

Under each general admission Membership Package, a member has included access (subject to capacity and these terms and conditions) to a prescribed number of matches ('**Included Number of Matches**'). For example, the Included Number of Matches for a Flexi 8 membership is 8.

Where seating availability for any match is affected by COVID-19 Impacts and there is no opportunity for any general admission members to either upgrade to a reserved seat for the match or attend in a general admission area, the match will be treated as a '**General Admission Unavailable Match**'. All other matches where general admission members have access (subject to capacity) will be treated as '**General Admission Available Matches**'.

Where the number of General Admission Available Matches in 2022 is less than a general admission Member's Included Number of Matches, the Member will qualify for a partial refund or credit, which will be determined as follows:

- (a) The Member's Membership Fee will be divided into a component relating to match access in 2022 (**Match Access Component**) and a component relating to all other benefits (**Other Benefits Component**).
- (b) The Other Benefits Component is valued at \$60 for an adult, concession, or youth membership and \$30 for a junior membership and represents benefits including:

- exclusive Member communications, merchandise and Club sponsor discounts, Member cards and full voting rights (18+). The Match Access Component will be determined by subtracting the value of the Other Benefits Component from the total Membership Fee.
- (c) An '**Individual Match Value**' will be determined by dividing the Match Access Component by the Included Number of Matches.
 - (d) A number of '**Lost Matches**' will be determined by subtracting the number of General Admission Available Matches from the member's Included Number of Matches.
 - (e) The Individual Match Value will be multiplied by the number of Lost Matches to determine a '**GA Credit Provisional Value**'.
 - (f) Where any membership coupons (e.g. Bomber Shop coupons) have been provided by the Club in conjunction with the Membership purchase, the face value of the coupon will be subtracted from the GA Credit Provisional Value to arrive at the final value. Where no such membership coupons have been provided, the final value will be the same as the GA Credit Provisional Value.

10.3 **Claiming a Refund or Credit for Impacted Matches**

Credits or refunds under this clause 10 may only be claimed from the day that is five business days after the completion of the last match of the 2022 Toyota AFL Premiership Home and Away Season (**Claims Opening Date**) and must be claimed in accordance with the process published on the Club's website at the on the Claims Opening Date.

11. **GST and Levies**

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

12. **Change of Mind Refund and Cancellation Policy**

As a general policy, Memberships are non-refundable for change of mind and cannot be cancelled by the Member for that reason. Requests for change of mind refunds may be made in writing and are at the sole discretion of the Club's Head of Membership. Should a change of mind refund be granted, a \$30 processing fee will be applicable and will be deducted or withheld from the refund amount.

13. **Financial Hardship Policy**

The Club recognises that from time to time some of our Members may experience serious injury, illness, unemployment, being the victim of domestic or family violence, or some other reasonable cause that limits their ability to satisfy their financial obligations (**Financial Hardship**). In circumstances where Members believe they are in Financial Hardship and they notify this to the Club, they may request the Club's consideration of a suitable financial arrangement under this clause.

If the Club determines that a Member is likely to be experiencing Financial Hardship, options for a suitable financial arrangement can include:

- flexible payment arrangements/payment plans;
- allowing a Member to temporarily postpone or defer payments owing, to a time more suitable for them;
- agreeing on an alternative (lower cost) Membership Package; or
- waiving late payment fees or cancellation fees.

Any applications for a financial arrangement under this clause will be determined at the sole discretion of the Club.

14. Cancellation by Club

The Club reserves its right to cancel a Member's Membership (or Membership Package only) without a refund where that member has breached these terms and conditions or as otherwise provided under the Club Constitution and/or Members' Code of Conduct.

15. 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 <https://www.essendonfc.com.au/club/governance/members-code-of-conduct>. 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.

16. Membership Subscription under Club Constitution

The Membership Fees payable for each Membership Package include an amount of \$15.00, constituting the ordinary subscription payable for the rights of membership in the relevant class under the Club's Constitution for an 'Ordinary Member' or a 'Youth Member' (as those terms are defined in the Club's Constitution.)

17. 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.

18. 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.

19. 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 (03) 8340 2000 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.

20. Voting Rights

Club Members' voting rights are determined by the Club's Constitution (available at <https://resources.essendonfc.com.au/aflc-ess/document/2020/12/06/99c5647a-abf7-4be0-b4d4-64df88690cd7/EFCCConstitution.pdf>)

21. Members' Privacy

All personal information will be used, and may be disclosed, by the Club (including for promotional, recognition and marketing purposes) in accordance with the Club Privacy Policy available at <https://www.essendonfc.com.au/privacy-policy>. This may include publishing your name and consecutive years of membership on club/AFL assets, including, but not limited to, the club website, match day scoreboard, and AFL Record. 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.

22. Liability

22.1 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.

22.2 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.

22.3 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.

22.4 Subject to clauses 22.2 and 22.3, 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.

22.5 Nothing in this clause 22 affects any liability of the Club in the tort of negligence for the personal injury, illness or death of any person.

23. Severance

23.1 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.

23.2 If, despite clause 23.1, 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.

24. Definitions and interpretation

24.1 In these terms and conditions headings and bold typing are included for convenience only and do not affect interpretation and:

- a) a reference to a word includes the singular and the plural of the word and vice versa;
- b) if a word or phrase is defined, then other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
- c) a reference to a gender includes any gender;
- d) a reference to a document or law includes a reference to that document or law as amended, novated, supplemented, varied or replaced; and
- e) specifying anything after the words including, includes, for example or similar expressions does not limit what else is included unless there is express wording to the contrary.

24.2 The Club Constitution forms part of these terms and conditions and in the event of any conflict between these terms and conditions and the Club Constitution, the Club Constitution prevails.

24.3 Except where a different definition is set out above, terms which are defined in the Club Constitution have the same meanings in these terms and conditions.

25. Grand Final Guarantee

25.1 A Grand Final Guarantee can only be purchased by an EFC member who holds an Access Membership (excluding Mighty Bomber) in the relevant season. The Grand Final Guarantee provides the purchaser with Priority 2 (guaranteed) access to purchase a Toyota AFL Grand Final ticket, only in the event Essendon participate. Failure to retain an Access Membership during the season will result in the voiding of a member's Grand Final Guarantee. Any member who is not up to date on payment for their access membership at the time of the ticket on-sale for the Toyota AFL Grand Final will be unable to secure a ticket. Essendon reserves the right to amend the advertised price of the Grand Final Guarantee without notice during any AFL season. Once a member has purchased a Grand

Final Guarantee, the price will remain the same upon any subsequent, consecutive renewal. If a member opts to not renew a Grand Final Guarantee in the following season after purchase and wishes to re-purchase the product at a later date, the advertised price for that year will apply.

25.2 A Grand Final Guarantee does not include a ticket to the 2022 Toyota AFL Grand Final. The cost of the ticket remains the sole responsibility of the Grand Final Guarantee holder and must be purchased by explicitly following the instructions provided by the Club to members in the weeks preceding the Toyota AFL Grand Final. Failure to follow the communicated instructions and thus secure a ticket will not provide recourse for a member to seek a refund of their Grand Final Guarantee purchase.