

ESSENDON FOOTBALL CLUB MEMBERSHIP TERMS AND CONDITIONS

All Essendon Football Club (“**Club**” or “**EFC**”) Memberships are subject to these terms and conditions. By purchasing a 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 respective 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.

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 in the relevant year (or longer as stipulated for a relevant Membership Package.).

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 9, 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 9, COVID-19 and Unforeseen Circumstances), Club Members with Membership Packages in the following categories will have entitlements for the relevant Toyota AFL Premiership Season in accordance with the table below:

MS = Marvel Stadium GA = General admission RS = Reserved seat RB = Reserved bay		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
Gold	Home reserved bay with away access	RB	RB	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 9, 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 9 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 Memberships

Reserved seat Members will have priority access to retain and renew the reserved seat(s) assigned with their Membership Packages for the equivalent matches in the following 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 following Toyota AFL Premiership Season as advised on the Club's website and via email

each year. 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 9 COVID-19 and Unforeseen Circumstances**), Club Members with Membership Packages in the following categories will have entitlements for the relevant Toyota AFL Premiership Season in accordance with the table below:

MS = Marvel Stadium GA = General admission	Home games		Away games		Week 1-3 Finals [^]	Grand Final [^]
	MS	MCG	MS	MCG	Access to presale	Priority
Membership Package						
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 relevant Toyota 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 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.

3.1.6 AFLW Membership Package categories

Subject to these terms and conditions, Club Members with Membership Packages in the following categories will have entitlements for the relevant NAB AFL Women's Competition in accordance with the table below:

GA = General admission	Home games	Away games	AFLW Finals[^]	AFLW Grand Final[^]
Membership Package			Access to presale	Access to presale
Access	GA	GA--	✓	✓
Support*	GA	GA	✓	✓
Junior	GA	GA-	✓	✓

[^]Access to purchase tickets when Essendon participate

*On request. Members must contact the Club to obtain a barcode.

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 in the relevant membership year.

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 in the relevant membership year. Juniors aged under 5 at 1 January in the relevant membership year 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 the relevant membership year.

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.

3.4 NAB AFL Women's Finals Series entitlements

Each Member's access to the Nab AFL Women's 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 NAB AFL Women's Finals Series matches during the season should the Club be participating in the NAB AFL Women's Finals Series. It is the responsibility of those Members who hold non-access Membership Packages to request a barcode from the Club by the conclusion of the final round of the NAB AFL Women's Competition Regular Season to access the member pre-sale for 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. 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), hired for a fee 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).

6. MCC and AFL Member Upgrades

- 6.1 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, upgrade products and finals access. AFL Members who have nominated Essendon as their club of support may purchase a club reserved seat membership package upgrade.
- 6.2 MCC members may purchase a club upgrade via the Club or Melbourne Cricket Club.
- 6.3 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.

7. Advantage Payment Plan Rollover

- 7.1 Where Members have agreed to an Advantage option as set out in clause 8.1, they authorise the Club to automatically renew their annual Membership on or after the advised date 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 7.2 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.
- 7.2 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.
- 7.3 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.

8. Payment

8.1 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:

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

8.1.3 **'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.)

8.1.4 **'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.

c) 5 Months (AFLW Membership Packages only)

Payments will be deducted in 5 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.

d) Other

In the event the Club is running a specific promotion, Members may be offered other set instalment options. Payments will be deducted in the advised 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 18th 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.

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 18th 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 18th 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.

8.2.4 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).

8.2.5 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.

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

8.2.7 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.

9. COVID-19 and Unforeseen Circumstances

At this time, the impact (if any) that the COVID-19 pandemic may have on a Toyota AFL Premiership Season and/or NAB AFL Women's Competition is not known. Unforeseen circumstances may also arise which impact upon a Toyota AFL Premiership Season and/or NAB AFL Women's Competition.

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.

9.1 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.

9.2 General Admission

Under each general admission Membership Package, including NAB AFL Women's Competition general admission Membership Packages, 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, including relocation of fixtured matches, 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 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 (**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.

9.3 Claiming a Refund or Credit for Impacted Matches

Credits or refunds under this clause 9 may only be claimed from the day that is five business days after the completion of the last match of the relevant Toyota AFL Premiership Home and Away Season or NAB AFL Women's Competition (**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.

10. Reserved Seat Waitlist

10.1 Eligibility

To be eligible for a position on the waitlist for a reserved seat (**Reserved Seat Waitlist**) you must:

- (a) hold an Essendon game access membership (this includes Flexi Home and Away, Flexi 8 and Flexi 4); and
- (b) have completed the online application form available via the Essendon FC membership website.

If you are applying for multiple seats, all people included in the submission, must hold a valid Essendon FC game access membership.

10.2 Application Process

- (a) To apply for the Reserved Seat Waitlist, you must satisfy the requirements outlined in clause 10.1.
- (b) Applications will be processed on a first-come, first-served basis.
- (c) Essendon FC reserves the right to refuse any application at its discretion.

10.3 Waitlist Management

- a) Placement on the Reserved Seat Waitlist does not guarantee you will be offered a reserved seat.
- b) Reserved Seat Waitlist positions are subject to change based on seat availability and other factors.
- c) Essendon FC will notify you if a reserved seat becomes available and provide instructions on how to proceed.

10.4 Offer of Reserved Seat

- a) If you are offered a reserved seat, you must accept the offer within the timeframe specified by Essendon FC.
- b) Upon acceptance, you will be required to pay any the applicable fee/s and adhere to Essendon FC's membership terms and conditions.
- c) If you do not accept the offer within the specified timeframe, your position on the Reserved Seat Waitlist may be forfeited, and Essendon FC may offer the seat to another individual.
- d) If you do not accept the offer, Essendon FC cannot guarantee that you will be offered another seat in the same season.

11. Seat Return

11.1 General

- (a) Subject to these terms and conditions, club members with membership packages in the following categories are eligible to participate in the EFC seat return program (**Seat Return Program**):

- High Mark
 - Silver
 - Bronze
- (b) Seat return will open the week prior to each home match and will close 1pm the Wednesday prior to each game, unless stated otherwise.
- (c) Once a seat has been returned for re-sale the process cannot be reversed and membership access will be void for the match of which the seat has been returned.
- (d) All returned seats are eligible to receive a credit towards the following season's membership.
- (e) Credit amounts are \$25 for adult and concession membership holders and \$10 for junior membership holders per match, per returned seat.
- (f) The following are not eligible to receive credit for seat returns:
- Bomber Squad members;
 - Complimentary memberships including companion card holders; or
 - Members with an outstanding balance owing on their membership.

11.2 Credit

- (a) Credit earned from the Seat Return Program can only be used on the following season's membership otherwise it will be deemed void.
- (b) Credit can only be used towards an equivalent reserved seat membership that the initial credit was earned from.
- (c) Credit is non-transferable.
- (d) Credits are non-refundable and cannot be redeemed for cash.

12. GST and Levies

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

13. 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.

14. 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.

15. Cancellation by Club

The Club reserves its right to cancel a Member's Membership (or Membership Package only) where that member has breached these terms and conditions or as otherwise provided under the Club Constitution and/or Members' Code of Conduct.

If at any time your membership is suspended or cancelled under the Club Constitution, your Membership Package entitlements will also be suspended or cancelled (as applicable).

Where the Club cancels or suspends a Member's Membership (or Membership Package only), the Club will act reasonably in determining whether a pro-rata refund will be provided. Refunds will not be provided in the case of suspension or cancellation for failure to pay any fees.

16. 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.

17. 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.)

18. Variation to Club Membership Terms and Conditions

The Club may make reasonable changes to these terms and conditions from time to time. If this happens, amendments will be posted on the Club's membership website (membership.essendonfc.com.au) or we will otherwise take reasonable steps to advise you of the change. Any changes which are likely to have a material detrimental effect will be communicated via email to members with a valid email address linked to their account. If any change has a materially detrimental effect on you, you may cancel your membership up to 28 days after the changes come into effect without accepting the amended terms and conditions. If you do not cancel your membership within that period you will be deemed to have accepted the amended terms.

19. 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.

20. 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.

21. 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>)

22. 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.

23. Liability

23.1 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.

23.2 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.

23.3 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.

23.4 Subject to clauses 23.2 and 23.3, 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.

23.5 Nothing in this clause 23 affects any liability of the Club in the tort of negligence for the personal injury, illness or death of any person.

24. Severance

24.1 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.

24.2 If, despite clause 24.1, 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.

25. Definitions and interpretation

25.1 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.

25.2 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.

25.3 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.

26. **Grand Final Guarantee**

26.1 A Grand Final Guarantee can only be purchased by an EFC member who holds an “Eligible Membership Package” as outlined in 3.1.5.1 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 “Eligible Membership Packages” 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 “Eligible Membership Package” 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.

26.2 A Grand Final Guarantee does not include a ticket to the relevant 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.

Last amended 18 September 2024