



MEMBERSHIP TERMS & CONDITIONS

SEASON 2018/19

This document has been created by Western Sydney Wanderers FC trading as the Western Sydney A-League Club Pty Ltd ABN 26 156 634 016 of Blacktown International Sportspark, 81 Eastern Road, Rooty Hill NSW 2766

The completed membership application Form and these Terms and Conditions (including any incorporated terms) form a legally binding contract between the person named on the Form and the Western Sydney Wanderers FC ABN 26 156 634 016. By ordering a membership from the Club you agree to the Terms and Conditions of this Agreement.

Western Sydney Wanderers FC reserves the right to change, amend or update these Terms and Conditions at any time without the prior notice given to members.

1.0 CUSTOMER CARE

- 1.1** The Western Sydney Wanderers identify the importance of excellent customer service and will ensure that it has the staff and the processes in place to provide this to all of the Club members and supporters.

Members and supporters may contact the Club to register any questions or concerns between 9:00am and 5:00pm, Monday to Friday. The Club will respond to any query within 72 hours during a working week.

Queries raised by telephone should be through the Membership Services Team on (02) 8602 6424. Letters and emails to the Club will usually be answered within five working days of receipt.

PLEASE NOTE:

During membership renewals the Club receives a high volume of traffic through the Membership Services Team. Please be patient during this time while a representative from the team gets back to you as soon as possible.

2.0 MEMBER AND SUPPORTER CODE OF CONDUCT

- 2.1** The Club wants all members and supporters to be a part of the passion at Spotless Stadium and ANZ Stadium in a safe, secure and enjoyable environment. The Club is therefore committed to preventing members and supporters from behaving in a manner likely to jeopardise the safety or enjoyment of others. The Club's member and supporter conduct is guided by FFA's Code of Conduct and their Spectator Code of Behaviour.

Members and supporters are ambassadors for the Club and the game of football and as such should conduct themselves in a way that reflects the Club values. The Club will not tolerate any harassment or other discriminatory behaviour, whether physical or verbal, towards members, supporters, Club employees or anyone else working or attending a Match day at Spotless Stadium and ANZ Stadium. The Club may restrict Match attendance at Spotless Stadium and ANZ Stadium for any member or supporter who behaves in a manner which jeopardises the safety or enjoyment of other patrons or themselves.

Any use of the Club's web or social media sites which is abusive, obscene, defamatory, harassing or which contains any nudity, pornography or any other unwelcome content of which is otherwise in breach of the relevant Terms and Conditions of the site in question may allow the Club (should it deem such action appropriate in the circumstances) to restrict the offending supporter from access to Matches and/or other Club events held at Spotless Stadium and ANZ Stadium for such period as the Club sees fit.

3.0 MEMBER AND SUPPORTER CONSULTATION/INVOLVEMENT

- 3.1 The Club is committed to a consultative process with its members. The Club will hold a number of surveys and research initiatives each year as well as regular question and answer sessions in the shape of a Member Forum with key personnel at the Club.

4.0 WESTERN SYDNEY WANDERERS MEMBER COMMUNICATION

- 4.1 The Club's primary method of communication to members will be through weekly email newsletters. This includes up-to-date news, event, Match day and finals information. Please ensure your contact details are kept updated at all times in order to receive regular communications from the Club.

5.0 MEMBERSHIP PACKAGES

5.1 WESTERN SYDNEY WANDERERS FC SEASON 2018/19 TICKETED MEMBERSHIP PACKAGES

a. Red Reserved (Category A):

- i. Reserved seat at all 13 Hyundai A-League home Matches played out of Spotless Stadium and ANZ Stadium;
- ii. Reserved seat(s) located in the most central sections of the Western & Eastern Grandstands at both stadiums;

b. Black Reserved (Category B):

- i. Reserved seat at all 13 Hyundai A-League home Matches played at Spotless Stadium and ANZ Stadium;
- ii. Reserved seat(s) located in the Western, Eastern and Southern Grandstands at both stadiums;

c. Red & Black – Active Supporters (Category C):

- i. Allocated a reserved bay at all 13 Hyundai A-League home Matches played at Spotless Stadium and ANZ Stadium;
- ii. Sections located in the Southern Terrace at Spotless Stadium and the Northern Terrace at ANZ Stadium;

d. White & Black – General Admission (Category D):

- i. General Admission access to allocated sections at all 13 Hyundai A-League home Matches played at Spotless Stadium and ANZ Stadium;
- ii. Sections located in the South-East and North Terraces at Spotless Stadium and the North-Eastern and North-Western Terraces at ANZ Stadium.

5.2 WESTERN SYDNEY WANDERERS FC NON-TICKETED MEMBERSHIP PACKAGES FOR SEASON 2018/19

a. Supporter Membership:

- i. Includes General Admission access to one (1) Hyundai A-League home Match in Season 2018/19 - this Match will be confirmed when the Season 2018/19 draw is announced;

b. Out of Towner Membership:

- i. A Membership Card providing General Admission access to the choice of one of three Matches through Season 2018/19;
- ii. Does not include full-access to the Club's Hyundai A-League home Matches;
- iii. The member must live outside an 80 kilometre radius of Spotless Stadium.

5.3 WESTERN SYDNEY WANDERERS FC SEASON 2018/19 MEMBERSHIP ADD-ONS

a. Gold Membership:

- i. Must be purchased in addition to a valid Season 2018/19 membership;
- ii. All inclusions will be delivered throughout the season and are subject to change;
- iii. Guaranteed access to purchase Grand Final tickets is strictly subject to the Club participating;
- iv. Gold Member Function is subject to player availability with details for this function being confirmed throughout the season;
- v. A 20% discount on merchandise purchased through the Wanderers Shop valid exclusively for Season 2018/19 until Friday 31 May 2019;

b. Season 2018/19 Official Nike Jersey:

- i. Must be purchased in addition to a valid Season 2018/19 membership;
- ii. Jersey(s) will be delivered to the address listed on your membership account;
- iii. Changes to jersey sizes can be made from Round 1 onwards by contacting the Club's merchandise department;

c. Season 2018/19 Parking Pass:

- i. Must be purchased in addition to a valid Season 2018/19 membership;
- ii. Parking passes can only be purchased for the entire season and is only valid on the Club's home Match days;
- iii. Access to P1 for all 13 Hyundai A-League Season 2018/19 home Matches;
- iv. Access to P1 for the entire home Match day;
- v. Parking passes will be distributed from the Club's head office in Rooty Hill unless otherwise organised with the member.

6.0 MEMBERSHIP ON SALE DATES

- 6.1** Season 2017/18 members will have a priority access period for renewal of their previous season's membership once Club memberships go on sale for Season 2018/19. Please note the following key dates:

RENEWALS SEASON 2018/19

- a.** Automatic renewal rollover will occur on Friday 1 June 2018;

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- b. The membership renewal period is from Friday 1 June 2018 until Friday 15 June 2018;
 - c. Renewing members will be able to purchase into their membership(s) seat(s) assigned to them from Season 2017/18;
 - d. Renewing members that do not renew in this period will relinquish their membership seats.

PURCHASE OF MEMBERSHIP

- a. Receipt of your membership application will be sent via email confirming your membership purchase and membership benefits;
- b. The Club will not:
 - i. Process any Form which is incomplete; or
 - ii. Accept any changes to the Form (except for change of Mailing Address which is your responsibility);
 - iii. The Club reserves the right to refuse any membership application at its absolute discretion without reason.

7.0 SEATING REQUESTS AND CHANGES

7.1 KEEPING THE SAME SEATS FOR SEASON 2018/19

Members who renew their membership for Season 2018/19 within the membership renewal period will be automatically allocated any membership seats held from Season 2017/18 at Spotless Stadium and/or ANZ Stadium for Season 2018/19.

7.2 REQUESTING A CHANGE TO ALLOCATED MEMBERSHIP SEATS FOR SEASON 2018/19

Season 2017/18 members will have from 9am Friday 1 June 2018 until 5pm Friday 15 June 2018 to renew their allocated seats at both venues. Following this time, all un-renewed seats will be made available to renewing members looking for a seat change and Supporter Members looking to upgrade. This will be followed by a release to the general public where new members who wish to have a reserved seat will be able to purchase.

7.3 All seating must be completed online through the Upgrade/Seating Request Form. All sections of the Form must be filled out correctly or your request will be deemed invalid, this includes providing three preferences. Seating requests cannot be taken over the phone or via email.

7.4 With the complexity of allocating seats at two venues for the season and with differing capacities it can be difficult to allocate equivalent seating for members at both venues. Seating will be allocated based on the next best available basis taking into account a members category, seating allocation and/or preferences selected.

7.5 New members will be able to purchase a membership and select seats at Spotless Stadium online. A seat at ANZ Stadium will be allocated by the Membership Services Team in the next best available seats based on category purchased.

7.6 Full season ticketed members must hold seats within the same category at both Spotless Stadium and ANZ Stadium. The membership program does not allow members to hold a different category in each venue.

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- 7.7** The Membership Services Team will only accept the first Upgrade/Seating Request Form submitted by a member. All additional requests will be void, whereby a member is included in a group request, please ensure the group nominates one person to submit a request, the first request will be the only one accepted.
- 7.8** Due to the current number of ticketed members, high renewal rate and the capacity of the stadium, we are limited in our ability to accommodate all members who require a seat change. All requests will be subject to availability of seats. If a seating request cannot be satisfied according to the application, a member who renews into the same package will keep their previous season seat or the next best available seat will be allocated where and if available.
- 7.9** In the event a member is displeased with their allocation, the Membership Services Team will work towards a solution with them. Refunds will not be issued based on dissatisfaction with allocated seating.
- 7.10** The outcome of seating requests will be communicated to members prior to the first home Match.

8.0 REFUND AND EXCHANGE POLICY

- 8.1** Membership applications will be processed as received and cannot be withdrawn once processed. The contents of the membership brochure and accompanying Forms were correct at the time of printing and the Club, under no circumstances, takes responsibility for any omissions, errors or changes that may occur.
- 8.2** In the event of an exceptional circumstances, requests for refund should be made in writing in the form of a statutory declaration to the Membership Services Team and will be assessed by the Club's management. Granting of refunds either in full or partially is wholly at the discretion of the Club. Cancellation fees may apply. It is recommended all supporters interested in membership should read through the Terms and Conditions, as well as the FAQ's before they apply for a membership with the Club.
- 8.3** Whilst every reasonable effort will be made to accommodate seating preferences, if your preference is unavailable or if you do not request a seating preference you will be allocated the next best available seat at the time of processing. Where an upgrade is unavailable, a member will retain the membership package purchased/currently held. As such, memberships will not be refunded on the basis of specific seat allocation or dissatisfaction with the provision of individual elements of the entitlements.
- 8.4** Please note that benefits and inclusions are subject to change.

9.0 MEMBER CLASSIFICATIONS

- 9.1** It is the responsibility of each member to ensure they are eligible for their membership price type at the time of renewing or purchasing each season. Any member found to be ineligible in their current membership, may have their membership price type changed and the difference in price charged to their account.

a. JUNIOR MEMBERS

To be eligible for a Junior Membership you must be under 16 years of age as of Friday 1 June 2018. A date of birth must be provided when purchasing a Junior Membership. Children under the age of four as of Friday 1 June 2018 are admitted free of charge when not taking up a seat.

b. CONCESSION MEMBERS

To be eligible for a Concession Membership the applicant must have a current form of identification that proves they meet the requirements below.

The following forms of identification are accepted:

- i. Pensioner – Aged, TPI (valid ID cards including seniors cards);
- ii. Student – Full time tertiary and secondary school students (valid ID required);

Members that apply for a Concession Membership must provide a copy of their valid concession card to the Membership Services Team via email memberships@wswanderersfc.com.au or fax (02) 8602 6499 to receive the Concession Membership price;

c. FAMILY MEMBERSHIPS

- i. Ticketed memberships for family packages include one adult and three juniors or two adults and up to four juniors (under 16 years of age as of Friday 1 June 2018);
- ii. Non-ticketed memberships include one adult and three juniors or two adults and up to two juniors (under 16 years of age as of Friday 1 June 2018);

d. COMPANION CARDS

The Club recognises the NSW Companion Card program. Companion Card holders are eligible for complimentary entry to the Club's home Matches, however are ineligible for member benefits unless paying as a member.

10.0 WANDERPAY

10.1 GENERAL

- a. The Club WanderPay payments enable members to automatically renew their membership from year-to-year. WanderPay is open to all members who elect to pay membership fees using a Mastercard or Visa;
- b. If you pay your membership fees by Mastercard or Visa credit or debit card - unless you elect to opt out of WanderPay in accordance with the directions issued by the Club - you authorise the Club to automatically renew your membership each season into the same seat (if applicable) and package (or a reasonably comparable package) and to deduct the applicable membership fees from the Mastercard or Visa credit or debit card used to purchase your previous membership;
- c. If you have purchased your membership at a discounted or pro-rata rate your membership will be placed on the automatic renewal for the following season at the full price of the membership;
- d. If you have purchased a flexi membership pack (i.e. three, four or five Match pack), you will be placed on the WanderPay auto-renewal program for the equivalent membership pack for the following season. If there is no such pack available you will have first priority to upgrade to a full season ticketed membership dependent on availability;
- e. You acknowledge that membership fees may increase from season-to-season. The Club will provide reasonable prior notice of any changes to membership fees;
- f. If you participate in the WanderPay program the Club will contact you prior to processing any renewal. You will have 28 days from the date of the Club's notice to advise the Club of any changes you wish to make to your membership package, or to notify the Club in writing if you do not wish to roll over your membership into the next season;

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- g.** Strict time frames apply. Your membership will be rolled over unless you notify the Club during this period that you won't be continuing your membership;
 - h.** By joining the WanderPay program, you authorise the Club to arrange a transfer of funds from your nominated credit or debit card in the amount applicable to your membership type and at the intervals which applied in relation to the preceding season;
 - i.** If you wish to change your nominated credit or debit card from which payments are deducted at any time, you will need to contact the Membership Services Team on (02) 8602 6424. It is the responsibility of each member to ensure that:

 - i.** The account details you have provided are correct, including notification should the expiry date change within the program;
 - ii.** You have sufficient clear funds available in the nominated account on the scheduled drawing date;
 - j.** Any Junior or Concession Member who no longer meets age restrictions will automatically be upgraded to an Adult Member. This information will be outlined in the renewal roll-over communication. This also applies to Junior Members within family memberships;
 - k.** To be accepted in the WanderPay program members must provide the Club with their full contact details as per the membership application Form. You must ensure all contact details are correct and up-to-date and notify the Club of any changes;
 - l.** You must ensure that:

 - i.** The account details you have provided are correct, and notify the Club immediately should the expiry date change within the nine month plan;
 - ii.** You have sufficient clear funds available on your nominated Mastercard or Visa credit or debit card on the scheduled instalment date;
 - m.** Any person who holds a Concession Membership (including as a claim of concession status resulting from an upgrade in accordance with paragraph seven) must provide proof of concession. Your concession card must be valid for the whole season. New concession details are to be provided on the Form and again when the card expires. Failure to do so may result in application automatically being processed as an adult membership or refusal of entry at the gates;
 - n.** If your debit is returned or dishonoured by your financial institution the Club will contact you to request immediate payment. Any fees levied to you by your financial institution will be payable by you;
 - o.** The Club may action the following on your membership if your drawing is dishonoured by your financial institution:

 - i.** If your payment defaults on three (3) consecutive occasions your membership will be suspended;
 - ii.** If your payment defaults on four (4) consecutive occasions your membership will be suspended and your seat may be released for sale for the next Match; or
 - iii.** If your payment defaults on five (5) consecutive occasions your membership will be cancelled and your membership may be on-sold;
 - p.** Your membership may be reinstated upon payment of the overdue amount. Where a payment appears in arrears by more than 90 days, the Club reserves the right to cancel your membership and on-sell your membership seat where a reserved seat membership has been purchased;

- q. Members with outstanding debt will be unable to renew their membership until all outstanding money owed is paid up;
- r. Members use the WanderPay program at their own risk entirely and the Club accepts no liability for any matter arising from your use of the program;
- s. If you believe that a withdrawal has been initiated incorrectly please contact the Membership Services Team on (02) 8602 6424. You will receive a full refund of the withdrawal amount if we cannot substantiate the reason for drawing.

10.2 MONTHLY WANDERPAY

- a. Direct monthly payments will be deducted in nine instalments with the first payment equal to 20% of the total package price, payment will be deducted upon receipt of your application and then monthly on the first day of each month via a nominated Mastercard or Visa credit or debit card;
- b. Payments will occur on the first business day of each month during the pay period from Friday 1 June 2018 through to Thursday 1 February 2019. Installments will be charged on the following dates:

PAYMENT	DATE	PERCENTAGE
Instalment 1	Friday 1 June 2018	20%
Instalment 2	Monday 2 July 2018	10%
Instalment 3	Wednesday 1 August 2018	10%
Instalment 4	Monday 3 September 2018	10%
Instalment 5	Tuesday 2 October 2018	10%
Instalment 6	Thursday 1 November 2018	10%
Instalment 7	Monday 3 December 2018	10%
Instalment 8	Wednesday 2 January 2019	10%
Instalment 9	Friday 1 February 2019	10%
TOTAL		100%

- c. If any payment fails to transfer between institutions on the first of the month, further attempts will continue to be made until the funds transfer clears. Payments that decline may be charged an additional processing fee of \$10 by default per account;
- d. Members applying for the monthly WanderPay option after the first scheduled payment will have the number of required payments deducted to bring them up-to-date with the schedule and then subsequent payments at each specified date;
- e. The Club may suspend or cancel your membership if your drawing is dishonored by your financial institution. Your membership may be reinstated upon payment of overdue amounts and resumption of regular debits. This will incur a \$10 fee. Where a payment appears in arrears by more than 90 days, the Club reserves the right to cancel your membership and on-sell your membership seat where a reserved seat membership has been purchased. The Club will notify you if we suspend or cancel your WanderPay program arrangement. Please note that at least 24 hours will be needed to reinstate your membership once payment is received. If payment is not received when due, the Club may pass the debt onto a debt collection agency for recovery and/or suspend or cancel your membership;

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- f. Members who default on their monthly payments in any year may not be offered the WanderPay program as a method of payment in the future. This decision will be at the sole discretion of the Club;
 - g. Members paying by instalments agree to their membership being automatically renewed for subsequent seasons unless they choose to opt out during the designated time frame set by the Club;
 - h. Members who choose to pay by instalments must ensure that their membership is paid in full by no later than Thursday 28 February 2019. Failure to do so may result in suspension or cancellation of your membership as well as not being able to renew for the following season.

10.3 UPFRONT WANDERPAY

- a. The direct Upfront WanderPay option will be deducted in one instalment upon receipt of your Season 2018/19 membership application via a nominated Mastercard or Visa credit or debit card;
- b. Members will be given notice in writing of changes in the new amount of their next season's membership. If you do not wish for your membership to roll over into the following season, you will be required to opt out in writing before the specified cut-off date.

11.0 MEMBERSHIP

- 11.1 The Club entitles any person to hold only one (1) membership in their name with the Club.
- 11.2 Membership is available on a seasonal basis and is valid from June or date of purchase, until 31 May following the end of that season.
- 11.3 Each Membership Card is valid for one (1) entry per home Match the membership is entitled to be used at (excluding Supporter and Out of Towner membership holders).
- 11.4 Matches where stadium capacity is projected unreserved members are not guaranteed entry and/or a seat to the Match. To avoid disappointment members are strongly advised to arrive early.
- 11.5 Please note your membership does not include entry to any FFA Cup, Hyundai A-League Finals Series and/or AFC Champions League Matches where the Club is participating, as these Matches are controlled by FFA and the AFC respectively.
- 11.6 If you have purchased your membership at a discounted or pro-rata rate your membership will be placed on the automatic renewal for the following season at the full price of the membership.
- 11.7 If you have purchased a flexi membership pack (i.e. three, four or five Match pack), you will be placed on the WanderPay auto-renewal program for the equivalent membership pack for the following season. If there is no such pack you will have first priority to upgrade to a full season ticketed membership.
- 11.8 Replacement of any lost, stolen and damaged Membership Cards will incur a cost of \$15.00. These Membership Cards will be immediately cancelled (within the next business day) and new passes will be issued before the next home Match.
- 11.9 The Membership Services Team is located at the membership ticket booth on Match day at Gate D for Matches played at Spotless Stadium and Gates E/F and J/K for Matches played at ANZ Stadium. Photo ID will be required when requesting a replacement ticket.
- 11.10 The Club reserves the right to cancel membership at any time if, in the Club's opinion, a member engages in disruptive behaviour which is deemed prejudicial, or likely to be prejudicial, to the interests or reputation to the game, Club, stadium, FFA or any of their sponsors.

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- 11.11** Disruptive behaviour may include any attempted or actual act or omission by a person that constitutes a breach of the Terms of Admission, Stadium Conditions of Entry or Spectator Code of Behaviour; or behaviour that jeopardises, or has the potential to jeopardise, the safety or security of a Match.

12.0 FORWARD YOUR MEMBERSHIP

- 12.1** Forward Your Membership is a free service offered to full season ticketed members allowing them to forward their membership seat to another individual electronically via email.
- 12.2** The ability to forward your membership will be available to members via their MyWanderers Account page two weeks prior to a home Match.
- 12.3** Members will be able to forward their membership by following the steps below:
- a.** Login to your Wanderers MyAccount;
 - b.** Select 'Manage this Event' next to the Match you wish to Forward Your Membership for;
 - c.** Select 'Forward' then check the box next to the seat(s) you wish to forward;
 - d.** To complete the forward process select 'Forward' again in the top right hand corner of your screen and confirm the seats are correct then select continue;
 - e.** You will need to accept the 'Terms of Use' to complete the forwarding process;
 - f.** The recipient will receive an email with a link to claim the ticket. The recipient must follow the link where they will be prompted to login or create a Wanderers MyAccount in order to download the e-ticket. Once forwarding has occurred and the recipient has accepted the offer your Membership Card will become invalid for that Match.
- 12.4** The Forward Your Membership cut-off is two hours before the kick-off time for all Spotless Stadium home Matches. Where a pre-game Match is scheduled, the cut-off will be two hours before kick-off of the pre-game Match. The cut-off for ANZ Stadium home Matches is 72 hours (three days) before the Match.
- 12.5** Membership cards are valid up until the recipient accepts the offer and claims the e-ticket. Forward Your Membership offers expire after 72 hours. If the claim expires, time permitting, you may forward the e-ticket again by following the instructions set out under point 12.3.
- 12.6** Members can opt to receive a notification if the recipient does not accept the e-ticket offer. Members can then choose to send their membership to another contact or family member, or choose to attend the Match themselves.
- 12.7** To cancel a forwarded membership seat that was incorrectly sent select 'Cancel the Offer' under the 'Manage My Event' page. This can only happen when the recipient has not accepted the offer.
- 12.8** Members that utilise the Forward Your Membership service take full responsibility for their membership and any patron that utilises their membership ticket on a Match day.

13.0 RED & BLACK ACTIVE SUPPORTER MEMBERSHIP

- 13.1** The Red & Black active area is an area designed for active supporters who are extra passionate and vocal in support of the Club. By purchasing tickets/membership into this area you may be required to participate in active supporter activities. Members and fans in the Red & Black active area are more than likely to stand for the duration of the Match.

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- 13.2** Red & Black members are subject to the following conditions:
- a. CAN ONLY enter through Gate C at Spotless Stadium;
 - b. CAN ONLY enter through Gate H at ANZ Stadium;
 - c. CAN ONLY get access to the Southern Terrace at Spotless Stadium and the Northern Terrace at ANZ Stadium;
 - d. Members must remain in their respective allocated bay in the designated section at each stadium;
 - e. Concession items (i.e. oversized flags, drums etc.) must be pre-registered with the Club and approved 48 hours prior to Match day. Please contact active@wswanderersfc.com.au to register an item;
 - f. Breach of any Club, FFA, Spotless Stadium or ANZ Stadium Conditions of Entry, Spectator Code of Behaviour and/or Terms and Conditions may result in immediate eviction and termination of your membership;
 - g. Members take full responsibility for any patron who enters the venue on their Membership Card or forwarded ticket;
 - h. Members and/or patrons that hold a Membership Card and are subsequently evicted or banned from a venue and/or attending Hyundai A-League Matches may have their membership confiscated and/or cancelled.

14.0 MEMBER CODE OF CONDUCT

- 14.1** Members are expected to abide by the Club, Spotless Stadium, ANZ Stadium and FFA Conditions of Entry, Spectator Code of Behaviour and Terms and Conditions, which are displayed at all entry points throughout the venue for your reference, at all Club home Matches and events. These are in place for the general safety and wellbeing of all our supporters, members, players, staff and corporate partners during home Match days and events.
- 14.2** The Club, Spotless Stadium and ANZ Stadium security and staff has the discretion to remove any individual that breaches the terms in the above Agreements, as well as displaying unacceptable conduct and behaviour.
- 14.3** The full list of FFA Conditions of Entry, Spectator Code of Behaviour and Term and Conditions documents are available at ffa.com.au/governance/statutes-and-regulations.

15.0 MEMBERSHIP CONDITIONS

- 15.1** In respect of all Membership Cards you will receive as part of your membership, you must comply and ensure that each subsequent holder of your Membership Card complies with:
- a. This Agreement;
 - b. The rules and regulations of the venue at which a Match is played, including terms of entry and any restricted or prohibited items:
 - i. Prohibited items include but are not limited to firecrackers, fireworks, smoke bombs, flares, drugs, poisons, firearms, bladed and pointed instruments, chemicals, glass bottles, cans, laser pointers etc.;

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- c. It is an essential condition of this Agreement and of the right of admission to the Match conferred on the holder of a Membership Card that you and each subsequent holder of the Membership Card agree with the Club:
 - i. Not to resell or transfer the Membership Card at a premium;
 - ii. Not to use it for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services; and
 - iii. Not to bundle it with other goods or services, without the Club's prior written consent. If this condition is breached, the Club may, in addition to any other remedy and even if the holder of the Membership Card did not have notice of the condition or the breach, deny the holder admission to the Match and retain the price of the Membership Card;
 - d. You must comply with FFA's Terms of Admission (available on ffa.com.au/governance/statutes-and-regulations) and must not enter the playing enclosure of a venue at any time and, if you do, you may be fined, expelled from the venue or banned from attending further Matches and subject to legal action;
 - e. The Club reserves the right to change the process or system in which Match day tickets are sold with reasonable notice.

16.0 LIMITATION OF LIABILITY

- 16.1 Nothing in this clause affects your rights under the Trade Practices Act 1974 (Cth) or similar legislation under which the Club's liability may not be excluded, restricted or modified by private agreement (TPA Rights).
- 16.2 If the Club is liable to you for any:
 - a. Breach by the Club of any express term of this Agreement;
 - b. Breach by the Club of any term implied into this Agreement under the general law; or
 - c. Any tort committed by the Club (including negligence but not including fraud), the Club's liability to you is limited (at the Club's election) to the Club repaying any amounts paid by you under this Agreement or supplying or resupplying any tickets to which you are entitled in accordance with the terms of this Agreement.

17.0 PRIVACY STATEMENT

- 17.1 The Club respects the privacy of the individuals on whom the Club collects, uses and discloses personal information. The personal information that the Club collects on the Form is used for the purpose of processing your membership and providing you with football related information and offers from the Club and FFA. If you do not want to receive special offers from FFA or Club's sponsors, please tick the appropriate box on the Form.
- 17.2 A copy of the full Privacy Policy is available for download at wanderland.com.au/privacypolicy. You may request access to personal information the Club holds about you by written request to memberships@wswanderersfc.com.au.

18.0 GENERAL

- 18.1** The Club may choose not to enforce a term of this Agreement in some cases in its absolute discretion without affecting its right to enforce that term in other cases, including replacing tickets (except forged tickets) if you can demonstrate proof of purchase and identity acceptable to the Club.
- 18.2** All dates, times, participating teams and venues of Matches are as specified on ffa.com.au/governance/statutes-and-regulations and may change without notice to you.
- 18.3** This Agreement:
- a. Is governed by the law applicable in the state of New South Wales and each party submits to the jurisdiction of the courts of that state; and
 - b. Is the entire Agreement between Club and you in respect of its subject matter and supersedes any prior agreement, representation or promotional material.

19.0 DEFINITIONS

- 19.1** In this Agreement:

Club means Western Sydney Wanderers FC ABN 26 156 634 016

FFA means Football Federation Australia Limited ABN 28 106 478 068, the national governing body of football in Australia.

AFC means Asian Football Confederation, the governing body of association football in Asia and Australia.

Hyundai A-League means the national club competition to be staged by the FFA from 2005 to be known as the Hyundai A-League (or a name as otherwise notified by FFA).

Form means the membership application form you completed upon purchase of your memberships with the Club.

Agreement means the combination of the completed Form and the agreements to these membership Terms & Conditions (including any incorporated terms (that form a part of a legally binding contract with the Club as part of your membership).

Mailing Address means the Mailing Address as nominated by you on your application or as varied by written notification to the Club.

Match means a game in the Hyundai A-League in which the Western Sydney Wanderers FC participates in at the date, time and venue and against the opposing team as specified on wanderland.com.au/fixtures from time to time, but excludes the Finals Series and any other Match, competition or tournament staged or sanctioned by FFA.

Membership Card means any ticket allocations to Matches that form part of the membership benefits.