

## **NSW WARATAHS (WARATAHS RUGBY) MEMBERSHIP TERMS AND CONDITIONS**

### **Introduction:**

- i. In these Terms, references to “we”, “us” and/or “our” are references to NSW Waratahs. NSW Waratahs has the same meaning as Waratahs Rugby P/L, abbreviated to WRPL (ABN 14 141 172 287).
- ii. The word “you” refers to you individually.
- iii. The completed Membership Application (“Membership Application”), NSW Waratahs privacy policy (“Privacy Policy”) and these Terms and Conditions together form a legally binding contract (“Agreement”) between the person named on the Membership Application (“Member”) and NSW Waratahs.
- iv. The Member acknowledges and agrees that their Membership with the NSW Waratahs is subject to the terms of the Agreement. If a Member does not agree to the terms of the Agreement, they must not submit a completed Membership Application to the NSW Waratahs. In addition to the terms of the Agreement, each Member must comply with any rules and regulations imposed by the venue on Members from time to time.

### **Definitions in this agreement:**

- “Home Match” means any of the matches designated as a NSW Waratahs home match during the 2019 Super Rugby home and away season, and excludes any Finals Match.
- “Finals Match” means any match designated as a NSW Waratahs home finals match played at a venue.
- “Competition” means the Super Rugby Competition conducted by SANZAAR Pty Ltd ACN 069 272 304,
- “Matches” means Home Matches and Finals Matches (as appropriate).
- “Membership Fee” means the fee payable by a Member to WRPL on the terms set of the Agreement.
- “NSW Waratahs Membership” and/or “Membership” means Life Membership (including Honorary, Foundation, Life and Life Member Plus), Season Membership, 6 Game Membership, 3 Game Membership, 4 Game Flexi Membership, 2 Game Flexi Membership, Lady Waratah Membership, Country Membership, Supporter Membership and Baby Membership, together with any other category of Membership of the NSW Waratahs (as deemed appropriate from time to time by WRPL).
- “Venue” means any stadium where a NSW Waratahs Home Match or Finals Match is played.

### **General Conditions**

1. Payment of membership must be made at time of application. If WRPL is unable to fulfil a request for membership category or seating allocation, WRPL will contact the member and WRPL will honour a refund if no alternative arrangement can be reached.
2. All bookings are final and non-refundable following a cooling off period of 72 hours where a Member must contact the club in writing to terminate the membership if they do not agree with these Terms and Conditions as set by WRPL.
3. It is a condition of sale of a NSW Waratahs membership that the membership (or associated tickets to WRPL fixtures) may not, without the prior written consent of WRPL, be resold at a premium nor used for advertising, promotion or other commercial purposes (including competitions or trade promotions) or to enhance the demand for other goods or services. If a ticket is sold or used in breach of this condition, the bearer of the ticket will be denied admission.
4. Members are required to notify WRPL of any change in member contact details at the soonest possible opportunity, including changes to any relevant information that could affect your WRPL membership such as change in student status.
5. All fans and members attending NSW Waratahs matches are subject to the code of conduct of the match venue. Members deemed by the venue or WRPL to be in breach of the applicable code of conduct may have their membership cancelled at the discretion of WRPL.
6. The NSW Waratahs (WRPL) membership team can be contacted via phone on 1300 733 899, via email at [membership@waratahsrugby.com.au](mailto:membership@waratahsrugby.com.au), via our website [www.waratahs.com.au](http://www.waratahs.com.au) or by writing to the Membership Department, Waratahs Rugby, Locked Bag 1222, Paddington, NSW 2021, Australia.

7. Once you submit your Membership Application and Membership Fee, WRPL shall consider your Membership Application. If your Membership Application is accepted, WRPL will send written confirmation of your membership. Members are required to provide a valid email address in their Membership Application in order to receive an email confirmation of the acceptance of their Membership Application.

### **Payment and Fees**

8. WRPL will set ticket prices each year. The ticketing agency as appointed by the match venue may set additional fees including a service & handling fee, or booking / processing / delivery fee. These costs are outside the control of WRPL, are incurred by the Member and are on top of any WRPL membership, renewal (subscription) and/or ticket prices.
9. All prices quoted for NSW Waratahs memberships are inclusive of GST.
10. All charges relating to NSW Waratahs memberships will appear on Members' credit card or bank statements as 'ARU Club Membership'.
11. WRPL may apply a non-refundable administration fee of \$9.95 for any ticket or membership transactions processed manually.
12. **Renewal Fees**
  - a. NSW Waratahs 2018 Season members who renew within first two (2) weeks of renewals will be entitled to access discounted Earlybird pricing (20% discount on 2019 new member prices).
  - b. NSW Waratahs 2018 Season members who renew within next two (2) weeks of renewals will be entitled to access discounted Loyalty pricing (10% discount on 2019 new member prices).
  - c. NSW Waratahs 2018 3 Game members and 4 Game Flexi members who renew within first four (4) weeks of renewals will be entitled to access discounted Loyalty pricing (10% discount on 2019 new member prices).
  - d. Where applicable, WRPL will set the annual renewal fee each year. WRPL may charge interest and fees on overdue subscriptions.
  - e. WRPL may suspend a Member's rights while his or her subscription (and any interest or fee) remains unpaid beyond the due date. If the annual subscription is not fully paid within six months of the due date, WRPL may cancel the membership.
13. **Dishonoured payments**
  - a. If a credit card payment is declined by your bank you will be contacted regarding an alternate form of payment. If you become aware of a failed payment before being contacted by WRPL you must contact us as soon as practical.
  - b. If a cheque is dishonoured you will be contacted regarding an alternate form of payment. All dishonoured cheques will incur an immediate fee of \$20.00 as these fees are applied by the bank.
  - c. If any alternate payment methods provided are not successful your order will be removed from the seating allocation queue and your membership order may be cancelled.

### **Payment Plan**

14. All memberships purchased online will be subscribed to the automatic rollover plan.
15. By agreeing to pay your membership via the Payment Plan, you authorise WRPL to debit from your nominated Credit Card or Debit Account as set out when completing your membership renewal/purchase.
16. By opting into the Part Payment Plan, the member accepts the automatic roll-over of their membership in subsequent seasons. WRPL will contact you prior to processing any renewal. You will have 14 days from the date of notice to advise WRPL of any changes or upgrades you wish to make to your membership package, or to notify WRPL in writing if you do not wish to roll over your membership into the next season. Strict timeframes apply. If you do not notify WRPL that you do not wish to roll over your membership during this period, you will be taken to have agreed to your membership being rolled over. Please refer to '**Rolling Renewals**' for full conditions around this.
17. Payments will be deducted via the nominated VISA, MasterCard or AMEX card
18. Instalments will be charged in equal amounts over eight (8) months following the payment schedule below.

<b>Instalment</b>	<b>Date</b>
Instalment 1	At time of renewal/purchase
Instalment 2	1 December 2018
Instalment 3	1 January 2019
Instalment 4	1 February 2019
Instalment 5	1 March 2019
Instalment 6	1 April 2019
Instalment 7	1 May 2019
Instalment 8	1 June 2019

19. Any member who renews or purchases a membership after the instalment schedule will be required to pay previous instalment amounts as part of first payment. The next instalment will be taken as per the above schedule.
20. By selecting the part payment option you will enter into an agreement to ensure sufficient funds are available for all instalments. WRPL will not issue reminders or invoices for part payment instalments and reserve the right to refuse or cancel a part payment agreement.
21. It is the member's responsibility to inform WRPL of any updates or changes to the nominated credit card, bank account or financial institution prior to the nominated monthly instalment date (1st of each month).
  - a. WRPL reserves the right to suspend a member's barcode should they have outstanding debts, missed instalments or dishonour fees. The barcode shall remain suspended until all outstanding monies have been paid.
  - b. WRPL reserves the right to cancel a member's membership where there are ongoing payment issues, at any time without prior notice.
  - c. Members will be unable to renew their membership for the following season if there is any outstanding debt from the previous season. Members may only renew once any balance owing is paid in full. In addition, members who have had their membership suspended at any point, may be denied access to the Payment Plan for following seasons and be required to pay their membership fees up front
  - d. Members are unable to opt out of the Payment Plan once it has been selected. Opt outs of the Payment Plan will only be approved in exceptional circumstances agreed upon by WRPL.
  - e. The decision to make part payments does not affect the order in which seats are allocated to members.
  - f. The WRPL Payment Plan will not be available after 1<sup>st</sup> June 2019.

### **Junior, Concession and Family Memberships**

22. Children 3 years of age and under as at 31 December 2018 (for memberships) or the match date (for individual tickets) will gain entry to the match venue free of charge if seated on a parents or guardians lap during the event. If a seat is required for any child regardless of age, a ticket or membership (as appropriate) must be purchased.
23. All junior memberships are valid for those aged 4-16 years inclusive as at 31 December 2018
24. Free Junior Season Passes
  - a. Valid for juniors aged 4 -16 years inclusive as at 31 December 2018
  - b. Provides the eligible holder with entry free of charge to general admission seating to NSW Waratahs Super Rugby home matches (excludes Finals) in 2019.
  - c. Juniors must be accompanied by an adult, one adult per four children maximum. WRPL does not provide, nor is it responsible for, supervision of juniors.
  - d. Free Junior Season Passes can only be obtained by registering full details through NSW Waratahs website. The registration process must be completed by a parent or guardian; any non-compliant registrations may be deemed invalid.
  - e. Entry to the match venue using the free Junior Season Pass is subject to venue capacity; patrons may be relocated or provided with alternative seating as determined by WRPL.
  - f. If a seat in a reserved seating area is desired then a reserved seat ticket must be purchased.
  - g. WRPL will advise Free Junior Season Pass holders if there are any matches throughout the season where the pass will not be valid.
  - h. Free Junior Season Pass holders will not be entitled to a Member Merchandise Pack.

25. Concession discounts apply to those aged 17 years (inclusive) as of 31 December 2018, full government pension card holders (War, Aged, TPI, Invalid and Disability), NSW Senior Cards, full-time Tertiary students including International Student Cards.
26. Family memberships refer to two (2) Adult and (2) Junior memberships or one (1) Adult and three (3) Junior memberships. Family memberships not made up of this combination in the Membership booking system will be cancelled and re-processed at the correct combination and price.
27. 'Family Value' memberships are priced for families on a budget and includes two (2) Adult memberships in the General Admission category seating and two (2) Free Junior Season Passes. The Free Junior Season passes include entry only (no member pack) and are valid for children aged 16 and under.
28. Date of birth must be provided at the time of purchase when registering for age-related membership packages (concession, junior, family).
29. Proof of age must be presented in person if requested. If a member is found to be ineligible for the membership package held, WRPL is entitled to charge that member for the difference in price to the correct membership package, or the membership package may be cancelled at the discretion of WRPL.

### **Refunds, terminations, transfers and renewals**

30. WRPL does not take responsibility for the selection of membership packages or tickets purchased by individuals. If an error is made by the purchaser when purchasing tickets or membership packages WRPL is not held responsible.
31. Termination or refund of Membership by member:
  - a. Members may request to terminate their membership with a request of refund by the club within 72 hours of purchase, and
  - b. Any request of termination with refund must be put in writing by form of a letter or email by the member to the Membership Manager with the reasons for termination and request for refund, and
  - c. WRPL will consider each request on a case by case basis, however full refunds will not be provided if a member has received or used any of the benefits provided as part of their membership.
  - d. Members will be notified of any decisions relating to membership refunds or termination in writing by WRPL. The decision of WRPL is final.
  - e. Following the 72 hour cooling off period all bookings are final and non-refundable.
32. Termination of Membership by WRPL:
  - a. A Membership may be terminated for failure to pay annual subscriptions and/or part payments, or for failure to comply with the conditions set by WRPL.
  - b. A Membership may also be cancelled due to the misconduct of a Member or their guest, including but not limited to, verbal or physical abuse or intimidation of any representative of WRPL.
33. Transfer of Membership - Season Memberships and seating allocations are transferable to an age and seating category of equal or lesser value. Should the receiving member value be less than the original purchase, WRPL shall not be entitled to refund any price difference. Should a member wish to transfer a membership to a higher value, they shall be entitled to pay any price difference.
34. Members must complete their renewal within the timeframe specified. If renewal requests are received after this date, privileges / benefits cannot be guaranteed.

### **Rolling Renewals**

35. Rolling renewals mean that selected memberships are automatically renewed into the membership package and seating category, at the relevant price for the forthcoming season.
36. If selected as a payment option, this renewal choice would apply to the renewal to the season following the season immediately approaching. Rolling renewals are optional.
37. Prior to the renewal rollover members will be given a minimum of 14 days to make any changes or upgrades to the membership package or to notify WRPL in writing that they do not wish to roll over. Should no response be received, the membership will be automatically renewed.
38. Payments:
  - a. Any members paying in full via credit card who select the rolling renewal option will have full payment charged to the same credit card as the previous season.

- b. Members are responsible for updating these details should the card change, or to provide the new expiry date if the card expires.
  - c. If card details have changed and the member has not updated details on their account, a non-refundable administration fee for returned, failed or missed payments may apply.
39. Opt Out:
- a. Members who select Rolling Renewals will have their membership automatically renewed until such time that they 'Opt Out' for future membership renewals.
  - b. WRPL will advise each member in writing of the cost of their membership for the upcoming season and outline a specific timeframe in which they will have the option to no longer renew their membership, or change/upgrade their automatically renewed membership. The change period will be at least 14 days in length with any requests outside this period not guaranteed, and subject to cancellation fees and charges.
  - c. Notice in writing will be provided to the contact detail provided by the member at the time of original membership purchase. It is the responsibility of each member to ensure that contact details are kept up to date.

### **Membership Cards**

40. Issue and Use:
- a. Following purchase of your Membership you will be issued with a Membership Card. This card is issued for identification and seat allocation purposes. On the rear of the card you will find your details and seating allocations as well as a barcode. Your card is your ticket for NSW Waratahs home fixtures for the season relating to your membership. On entry to the venue, your card will be scanned. You will be issued a card per seat purchased. It is the responsibility of the member to check which fixtures you are entitled to attend.
  - b. If you attempt to gain entry to a match which is not included in your membership package, you may be refused entry by match venue officials and asked to purchase a ticket or leave the venue.
41. Lost or Stolen Cards
- a. A member must immediately report a lost or stolen card, and must immediately return any cards found to WRPL.
  - b. Should a new card be required, a replacement will be issued to the member, upon payment of the card replacement fee of \$10.00
42. Cards Forgotten on Match Days
- a. The Member will be required to complete the administration formalities and a 'Day Pass' will be issued. Please go to NSW Waratahs Membership Box Office window at the match venue, or contact a match venue staff to locate a WRPL representative.
  - b. If a relative or guest is using your card(s) they must have written permission to from you, to be presented on request, confirming your use of their seating for that match.
  - c. It is the responsibility of the member to present the membership card to gain entry to the match venue. WRPL does not accept responsibility for any fees or costs charged by the match venue for failure by a member to present their membership card.
43. Faulty and Misused membership cards:
- c. A Member should advise the WRPL Membership department if a card is suspected to be faulty. If faulty, a replacement card will be issued without charge.
  - d. If WRPL becomes aware of card misuse, that member's rights may be suspended and/or the membership may be cancelled with immediate effect, at the discretion of WRPL.

### **Membership Seating**

44. Seating Allocation System for Matches. The order of seating priority for WRPL fixtures is as follows: WRPL & NSWRU Life Members including Foundation, Honorary, Life Members, Life Member Plus; Full Season Members, Single Venue Members, followed by partial season members.
45. Reserved Seat members from the preceding season will be allocated equivalent seating to that of the previous stadium. WRPL will make every effort to fulfil seating requests from members during this change of venues. After the renewal period new members will be allocated and seating priority cannot be guaranteed.

46. When booking seats, members may request group seating for fellow members and guests. While WRPL will endeavour to accommodate all requests, receipt of a request does not constitute a guarantee that the request can be fulfilled. Members making group seating requests acknowledge that purchases for all members of the group must be submitted together and a group seating request may disadvantage your seating allocation.

#### **Super Rugby Finals Seating**

47. Members receive priority access to purchase tickets in the event of Super Rugby Finals. Should WRPL host a finals series match, members will be advised of priority booking arrangements. Due to different seating configurations at each venue, 'same seat allocations' may not be available. Members will be advised by WRPL.
48. Members acknowledge that seating entitlements at each stadium are determined by the membership package held by that member. Location and/or category of seating held by a member through other Rugby memberships do not constitute a guarantee of the exact location and/or category of seating at alternative match venues.