

ADELAIDE UNITED FOOTBALL CLUB

MEMBERSHIP TERMS AND CONDITIONS

The completed membership application form (**Form**) and these terms (including any incorporated terms) form a valid, binding and enforceable legal agreement (**Agreement**) between the person named on the Form (**you**) and the Adelaide United Football Club Pty Ltd (ABN 43 136 768 539) (**Club**).

By ordering a membership of the Club you expressly agree to be bound by and comply with these terms and conditions, and all applicable laws and regulations.

These terms and conditions apply for membership to Club for the Regular Season only, unless otherwise varied by the Club in writing.

If you have completed the Form on behalf of another person or persons (such as members of your household), you must ensure that they have expressly authorised you to do so, and they will also be bound by these terms and conditions. Members under 18 years old must have parental/guardian approval to apply for membership and the parent/guardian of the member must consent to these terms and conditions.

Members are responsible for ensuring minors under their supervision comply with these terms.

1. Purchase of Membership

- 1.1. If you are successful in your application for membership and upon payment of the applicable membership fee, the Club will send you an acceptance email or letter confirming your membership for the Regular Season.
- 1.2. The Club will not:
 - (a) process any Form which is incomplete; or
 - (b) accept any changes to the Form (except for change of Mailing Address which you have notified the Club of).
- 1.3. The Club reserves the right to not accept any Form in its absolute discretion.
- 1.4. All membership packages are subject to availability and capacity in the venue seating category, which may change from time to time.
- 1.5. Club Memberships can be purchased from the dates advised on the Club website [here](#) until the Club announces they are no longer available and/or have sold out.

2. Membership Terms

- 2.1. Club 2023/24 Membership holders have an exclusive renewal period for the Regular Season from and until the dates advised on the Club website [here](#) (or such later date nominated by the Club in writing). If the Club has not accepted an application for membership from an

ADELAIDE UNITED FOOTBALL CLUB

Existing Member for the 2024/25 Regular Season by this date, any seat(s) that are not taken up by and allocated to Existing Members will be released and made available for purchase by other Existing Members or to new members for the Regular Season.

- 2.2. All prices included in the Membership brochure and website are inclusive of GST, including corporate packages. Prices may have additional processing, delivery, or credit card fees.
- 2.3. You will be entitled to the Membership benefits in the category specified on the Form and for which payment has been made. Membership does not entitle you to any other rights or benefits except as expressly set out in these terms and conditions. Membership does not give you the right to attend or vote in any meeting of the Club.
- 2.4. Memberships expire at the completion of the relevant A-Leagues Finals Series. Existing Members will receive first right to renew their Membership for the following A-League regular season.
- 2.5. Membership cards or Ecards must be presented on entry at each Regular Season home game to gain entry to Coopers Stadium (or alternately advertised venue). If a member has lost their membership card or are yet to receive it prior to a match-day, please refer to FAQs for more information.
- 2.6. Membership does not give you entry to Matches outside the Regular Season. These include but are not limited to any A-League Men or A-League Women Final Series fixtures, AFC Asian Champions League fixtures, Australia Cup fixtures, National Premier Leagues fixtures or any other friendly or exhibition match that the Club may participate in from time to time. However, wherever possible you will have priority booking rights for such fixtures. Your preferred seats are not guaranteed and may be allocated on a next best available basis.
- 2.7. All Members must take responsibility for updating all personal details by either using their personal log-in to our Membership portal, contacting the club on 1300 467 337 or by email membership@aafc.com.au. The Club communicates to Members via e-mail and holds no responsibility for Members not receiving any communications due to the purchaser's failure to update their personal details or failure to provide a valid email address.
- 2.8. Replacement of any lost, stolen, and damaged membership card will incur a cost of \$10.00 for re-issue to you. These membership cards will be immediately cancelled (within the next business day) and new cards issued within approximately 7 business days. Should the replacement card not be available for the next home game, the Club will issue a temporary pass for the card holder via email.
- 2.9. Members holding a Full Season, Flexi or Club Memberships may transfer/loan/pass their Membership to a family member or friend, provided that the family member or friend is at

ADELAIDE UNITED FOOTBALL CLUB

the equivalent level of entry (e.g. the same age category). Concession, Youth and Child members who transfer/loan/pass their membership ticket to an adult, or a Child member to a Concession, will be required to pay the daily upgrade fee through Ticketek at the gate on game day. Each ticket will only permit one (1) entry per Match.

- 2.10. The Club reserves the right to immediately suspend or cancel a Membership at any time if, in the opinion of the Club, a Member engages in disruptive behaviour or behaves in a manner which the Club in its absolute discretion deems to negatively reflect the values and image of the Club; or if there is a serious misuse of their Membership card. In such circumstances, the Member will not be entitled to a refund and all membership rights will be forfeited by the Member.
- 2.11. All Membership entitlements can be viewed at <https://adelaideunited.memberlink.net.au/memberhome> and may vary from season to season, in the full discretion of the Club and as communicated to Members in writing.

3. Membership Categories

3.1. Reserved Seat Membership Categories

3.1.1. Platinum Reserved Seat Membership;

3.1.2. Gold Reserved Seat Membership; and

3.1.3. Silver Reserved Seat Membership.

Each of the Reserved Seat Membership Categories may contain restricted view seating, which may be subject to the appropriate pricing at the full discretion of the Club.

4. General Admission

All General Admission Membership tickets are subject to venue capacity and entry to a Match is not guaranteed. Where a Member's seat for a Match is not available for any reason, the Club has full discretion to re-allocate the Member to another seat that is equivalent to, or more than the value of the Member's original seat.

4.1. General Admission Membership Categories

4.1.1. Premium Red Full Season Membership:

- (a) Where a Premium Red Full Season Member is unable to attend a Match and notifies the Club in writing 24 hours prior to kick-off of that Match, the Club may

ADELAIDE UNITED FOOTBALL CLUB

offer the member a Premium Merchandise Voucher in an amount determined by the Club in its absolute discretion, in exchange for the Member's seat for that Match.

- (b) The Premium Merchandise Voucher is valid for three (3) years from the date on which it is issued to the Member and can be redeemed at the Club's official merchandise store before the expiry date. The full value of the Premium Merchandise Voucher can be redeemed in more than one (1) purchase. Where the Member is entitled to multiple Premium Merchandise Vouchers, only one Premium Merchandise Voucher can be used per transaction. Members are responsible for keeping track of the amount on their Premium Merchandise Voucher. The Club is not responsible for replacing any stolen, damaged or lost vouchers by the Member or other persons, unless the Premium Merchandise Voucher is deemed faulty by the Club.

4.1.2. Flexi Memberships:

- (a) Premium Red 8 Game Flexi Membership;
- (b) Premium Red 5 Game Flexi Membership;
- (c) Premium Red 3 Game Flexi Membership;
- (d) Red 8 Game Flexi Membership;
- (e) Red 5 Game Flexi Membership; and
- (f) Red 3 Game Flexi Membership.

4.1.3. Flexi Redemption

Flexi Members:

4.1.3.1 must follow the Flexi Redemption process below:

- (a) On the [Ticketek website](#), go to the 'Adelaide United' page and select the event you wish to attend;
- (b) Enter your unique member barcode(s) in the 'password' section. If you have multiple Memberships, you can enter multiple barcodes on each line;
- (c) Click 'unlock tickets';

ADELAIDE UNITED FOOTBALL CLUB

- (d) Select 'best available (any price)'. The system will automatically allocate your ticket(s) in the relevant Membership category;
- (e) Select '1' under each unique member barcode, choose your delivery option and click 'next';
- (f) Click 'check out' and complete your transaction by logging into your Ticketek account. If you do not have an existing Ticketek account, you will need to create one;
- (g) Once complete, you will receive an order confirmation by email for your completed transaction. If you selected the 'print-at-home' option, your tickets will be attached as PDF files and you can print these out. If you selected the 'mobile ticket' option, you should receive an SMS for each ticket you have redeemed; and
- (h) Scan your redeemed ticket upon entry at the relevant Match.

4.1.3.2. acknowledge and accept that:

- (a) their seats are subject to availability at the time of Flexi Redemption. For the avoidance of doubt, the Flexi Member will not be able to redeem their Flexi Ticket and attend the Match if a Match is sold out and there are no seats available at the time when the Flexi Member attempts to redeem their ticket for that Match; and
- (b) the Club may, at any time in its absolute discretion and as communicated in writing to Flexi Members, change the method of entry or ticket redemption.

4.1.4. Once all applicable Matches have been used for a Flexi Membership, the membership barcode will be deactivated. It is the responsibility of the Member to keep track of the number of Matches attended. If a member attends less than the designated number of Matches, the Member will forfeit all rights that they may have in respect of Matches not attended and will not be entitled to any refund or rollover to subsequent seasons for those Matches not attended in the Regular Season.

5. A-Leagues Women's Memberships

- 5.1. All tickets in both categories of A-League Women's Memberships are subject to venue capacity and entry to a Match is not guaranteed. Where a Member's seat for a Match is not

ADELAIDE UNITED FOOTBALL CLUB

available for any reason, the Club has full discretion to re-allocate the Member to another seat that is equivalent to, or more than the value of the Member's original seat.

5.2. A-Leagues Women's Membership Categories

5.2.1. Women's Full Season Membership

- (a) Where a Women's Full Season Member is unable to attend a Match and notifies the Club in writing 24 hours prior to kick-off of that Women's Match, the Club may offer the member a Merchandise Voucher in an amount determined by the Club in its full discretion, in exchange for the member's seat for that Match.
- (b) The Merchandise Voucher is valid for three (3) years from the date on which it is issued to the Member and can be redeemed at the Club's official merchandise store before the expiry date. The full value of the Premium Merchandise Voucher can be redeemed in more than one (1) purchase. Where the Member is entitled to multiple Merchandise Vouchers, only one Merchandise Voucher can be used per transaction. Members are responsible for keeping track of the amount on their Premium Merchandise Voucher. The Club is not responsible for replacing any stolen, damaged or lost vouchers by the member or other persons, unless the Premium Merchandise Voucher is deemed faulty by the Club.
- (c) Men's and Women's Double-Headers

Women's Full Season Members are entitled to tickets for A-Leagues Men's Double-Header matches at Coopers Stadium, provided that they complete the Ticket Redemption process below:

- i. On the [Ticketek website](#), go to the 'Adelaide United' page and select the event you wish to attend;
- ii. Enter your unique member barcode(s) in the 'password' section. If you have multiple Memberships, you can enter multiple barcodes on each line;
- iii. Click 'unlock tickets';
- iv. Select 'best available (any price)'. The system will automatically allocate your ticket(s) in the relevant Membership category;
- v. Select '1' under each unique member barcode, choose your delivery option and click 'next';

ADELAIDE UNITED FOOTBALL CLUB

- vi. Click 'check out' and complete your transaction by logging into your Ticketek account. If you do not have an existing Ticketek account, you will need to create one;
- vii. Once complete, you will receive an order confirmation by email for your completed transaction. If you selected the 'print-at-home' option, your tickets will be attached as PDF files and you can print these out. If you selected the 'mobile ticket' option, you should receive an SMS for each ticket you have redeemed; and
- viii. Scan your redeemed ticket upon entry at the relevant Match.

5.1.2. Women's Flexi Membership

Women's Flexi Members must scan the barcode of their Ticket to enter the relevant Match that they are attending under their Membership.

6. Interstate Membership

6.1. Interstate Memberships are a general admission category of Membership and are subject to venue capacity and entry to a Match is not guaranteed. Where a Member's seat for a Match is not available for any reason, the Club has full discretion to re-allocate the Member to another seat that is equivalent to, or more than the value of the Member's original seat.

6.2. Ticket Redemption

Where Interstate Members wish to attend a Match at Coopers Stadium, they must complete the Ticket Redemption process for each of the two Matches that they wish to attend under their Membership.

6.3. Home Matches

Where Interstate Members wish to attend a Match in their Home state under their Membership, they must contact the Club to arrange their Ticket.

7. Non-Access Membership Categories

7.1. Club Membership; and

7.2. Baby Membership.

8. Membership Classifications and Concessions

ADELAIDE UNITED FOOTBALL CLUB

8.1. Family

Family Memberships are available for the following:

- 8.1.1. Two (2) Adults and two (2) children;
- 8.1.2. Two (2) Adults and one (1) child;
- 8.1.3. One (1) Adults and two (2) children.

8.2. Junior

To be eligible for a Junior Membership, the applicant child must be aged between 5 and 12 years at the time of admission. Children aged under 5 the time of admission are admitted for free, however they must not occupy a seat and must be accompanied by an adult.

8.3. Youth

To be eligible for a Youth Membership, the applicant must be aged between 13 and 17 years at the time of purchase. Proof of age must be presented at Coopers Stadium to gain entry and at the time of purchase.

8.4. Concession

Concession Memberships apply to those holding one of the following cards: Pension card(aged, sole-parent and disability), Seniors card, Full time student card and/or Health care card. Members must provide a copy of a valid concession card when they renew or purchase a membership and must carry a valid concession card to all Regular Season Matches. Failure to present the card (if requested) will result in the member paying a daily upgrade fee to an adult ticket through Ticketek at the gate, subject to availability.

A carer is admitted free of charge with the purchase of a wheelchair seat. The Club also accepts a Companion Card whereby a carer is admitted free of charge to the same value of the concession membership purchased. Members must provide a copy of a valid companion card when they renew or purchase a membership for the Regular Season. The membership is then able to be used by a carer when accompanying the member holding the concession membership.

9. Membership Fulfilment Choice

- 9.1. Eligible Members are entitled to a Membership Fulfilment Choice in the Regular Season.
- 9.2. **Club Merchandise Vouchers**

ADELAIDE UNITED FOOTBALL CLUB

9.2.1. Club Merchandise Vouchers will be issued to Eligible Members in the following values, according to Membership category:

Membership Category	Value in \$AUD
Platinum Reserved Seat	\$30.00
Gold Reserved Seat	\$20.00
Silver Reserved Seat	\$20.00
Women's Full Season	\$20.00
Premium Red 8 Game Flexi	\$20.00
Red 8 Game Flexi	\$20.00
Premium 5 Game Flexi	\$15.00
5 Game Flexi	\$15.00
Interstate Membership	\$15.00

9.2.2. The Club has the discretion to determine the value of the Club Merchandise Vouchers each season, as communicated to Members in writing or on the Club website.

9.2.3. Club Merchandise Vouchers are only redeemable at the Club's official merchandise store during the Regular Season. The full value of the Merchandise Voucher does not have to be redeemed at once. Where the Member is entitled to multiple Merchandise Vouchers, only one Merchandise Voucher can be used per transaction. Members are responsible for keeping track of the amount on their Merchandise Voucher. The Club is not responsible for replacing any stolen, damaged or lost Merchandise Vouchers by the member or other persons, unless the Merchandise Voucher is considered faulty by the Club.

- 9.3. Premium Red 3 Game Flexi Members and Red 3 Game Flexi Members will receive a \$10.00 Club Merchandise Voucher and Tickets.
- 9.4. Non-eligible Members will receive a Standard Club Member Pack unless a mutual agreement is reached between the member and a representative of the Club, prior to packs being issues to the member.
- 9.5. One (1) Match membership products are not eligible for any Membership Fulfilment Choice per clause 9.1.
- 9.6. Club Store voucher amounts are determined per Membership level as set by the discretion of the Club.
- 9.7. Renewing members (both on the automatic renewal and manual renewals) will be informed of Member Choice options via email.

ADELAIDE UNITED FOOTBALL CLUB

It is the members responsibility to ensure they have communicated their Member's Fulfilment Choice. Renewing Member's Fulfilment Choice must be submitted prior to the date as advised on the Club website [here](#). Eligible members who do not make a selection will be automatically assigned a digital membership.

- 9.8. Members renewing or purchasing after the relevant deadline must make their Member's Fulfilment Choice within one (7) business days of making payment. Eligible members who do not make a selection will be automatically assigned a digital membership.
- 9.9. The Member's Fulfilment Choice can be made online at <https://adelaideunited.memberlink.net.au/memberhome> after payment, or over the phone or email directly with the Club's membership team.
- 9.10. It is the member's responsibility to ensure that: (a) the account details provided are correct, including providing prompt notice of change of address, change of name, change of contact email and/or change of phone number; (b) where required, the personalisation details provided are correct. Personalisation fields on products will be entered/printed in the same way they are provided, and the Club will not check or be liable for the information provided to the Club.
- 9.11. Where an account holds multiple memberships and has multiple Member's Fulfilment Choice items selected, these items will be reviewed by the Club for eligibility. Multiple Member's Fulfilment Choice items may be sent to the primary account holder, separately to individual member packs.
- 9.12. Once a fulfilment choice has been assigned to a member, and either a pack has been distributed, or a store voucher has been assigned, the member is unable to change their selection. Member Choice change requests will not be granted, unless otherwise decided at the discretion of the Club.
- 9.13. All membership fulfilment is strictly limited, and replacement options will not be guaranteed as there will be no re-order of stock, should it be depleted. Once stock is depleted, members will be automatically assigned a Store Voucher and Digital Membership option.

10. Seating

- 10.1. Seating will be processed during the Membership transaction and either elected by the member utilising the interactive selection map per Membership category or if this function is not possible, you agree that the Club may use the practice of 'next best available' to meet your seat selection if a seat request or preference has not been nominated in the applicable field.
- 10.2. You agree that the Club can, at any time and without any prior notice;

ADELAIDE UNITED FOOTBALL CLUB

- 10.2.1. Change an Existing Member's allocated seats, or seating availability for a Membership category, and that the Club will re-allocate you the next best available seating without your express consent. The Club will provide alternatives in writing, however, these alternatives may not be comparable to your allocated current seating; and
 - 10.2.2. For the avoidance of doubt, changes to seating availability and/or an Existing Members allocated seats as a result of Coopers Stadium maintenance, upgrades or development works (all of which will occur during the Regular Season) is at the full discretion of the Club.
- 10.3. Preferences to be seated together with other Existing Members should, in the first instance, be transacted together, or requested via writing to membership@aufc.com.au. Please note seating preferences cannot be guaranteed, however the Club will use its best endeavours to accommodate your seating preference(s).
- 10.4. Seating for memberships is based on the seating available at Coopers Stadium. Should the Club be required to play home Matches at other venues (whether in South Australia or otherwise), seating categories and allocation may be changed by or on behalf of the Club without prior notice to you and without your prior express consent. The Club reserves the right to vary the seating allocation and/or other membership benefits if any or all the membership benefits for the Regular Season cannot be provided due to a Force Majeure Event including if the impact of COVID-19 results in limited seating availability, restrictions on the number of permissible attendees to Coopers Stadium (and such other venues where Matches are held) and/or adjustments to the length, location, and number of Matches.
- 10.5. Where capacity crowds are expected, we strongly advise general admission members to arrive early to the ground to find a seat as entry is subject to capacity and is not guaranteed.

11. Auto-Rollover, Payments and Instalment Plans

- 11.1. By agreeing to pay your Club Membership via the payment platform, you authorise Adelaide United, or associated third parties, to debit your nominated Visa or Mastercard as set out in the membership application process. Memberships are charged in Australian Dollars.
- 11.2. Eligible Memberships can be paid in full in one lump sum at time of purchase or can be paid in six instalments over six months for Full Season and 8-Game memberships. Final payment for Memberships must be made no later than the dates advised on the Club website [here](#). If you pay in instalments, you authorise the Club to arrange a debit of funds from your nominated Visa or Mastercard for your membership in accordance with these terms and conditions.
- 11.3. To pay in instalments, a valid credit card number must be supplied. The first instalment must be paid upon purchase of the membership with the remaining payments being charged

ADELAIDE UNITED FOOTBALL CLUB

approximately every 30-days from sign-up until full payment is made (please note that there will be times that the instalment may be debited several days before or after the 30-day period depending on the day of the week – i.e weekends or public holidays). Additional fees and charges may apply. For more information, please refer to the FAQs on the membership website.

- 11.4. You agree that additional fees (**Reversal Fees**), by associated third parties, will apply for missed instalment payments due to insufficient funds, expired credit card details or declined transactions.
- 11.5. Members will have the option to automatically renew their membership/s each year, with the auto-renew option. If you purchase your Membership using a credit card, you can select the Auto-renew option, which will allow the Club to automatically renew your membership(s) in an upfront payment for the following season. You will receive an email before the renewal period each year advising you that your Membership is going to be renewed for the following season. At that point you will have the opportunity to opt out of the Auto renew option. If you do not opt out by the date notified each season, the amount will be deducted at the beginning of the Renewal Period from your nominated credit card. The Club reserves the right to change prices and packages each season. The Club will provide members with the membership package the Club deems to be the equivalent, or the closest package to the previous membership package held.
- 11.6. Should a 2023/24 renewing member fail to opt out of the of the Auto renewal option prior to the dates advised on the Club website here, the Club successfully begins to deduct the required amount(s) from the nominated credit card. Requests for cancellation or a refund of the membership are not guaranteed and will be at the absolute discretion of the Club.
- 11.7. The Club reserves the right to make decisions in its absolute discretion and refunds or cancellations will only be granted in exceptional circumstances or in line with terms expressed solely in these terms and conditions.
- 11.8. If there are insufficient funds in your account, your bank or credit card provider will reject our deduction. Any fees associated with the rejection or overdrawing on your account is the responsibility of the paying cardholder. We will notify you of the rejection via a courtesy call, email, SMS, or letter and if your account is not settled at that time, your membership will be suspended, and the recovery procedure will commence. In such circumstances, we may also seek to recover our associated costs (including legal costs) from you.
- 11.9. It is each Member's responsibility to ensure that the account details provided are correct and to notify the Club should the account details change in accordance with clause 11.10 below. Members must ensure there are sufficient clear funds available in the nominated account, on the scheduled drawing date to meet their obligations under these terms and condition.

ADELAIDE UNITED FOOTBALL CLUB

- 11.10. If you have a change in account details, please notify the club in writing by email at membership@aufc.com.au. Please ensure you allow 10 working days for the change in your account details to be affected.
- 11.11. Please note, membership charges will appear as **TICKETEK Club MSHIP** on your bank statement.

12. Ticket Conditions

- 12.1. In respect of all Tickets, you receive as part of your membership, you must comply and must ensure that each subsequent holder of any of your Tickets complies with:
- (a) these terms and conditions.
 - (b) the ticketing conditions as set out on the back of the Tickets; and
 - (c) the rules and regulations of Coopers Stadium (or such other venue at which a Match is played), including terms of entry and any restricted or prohibited items.

- 12.2. It is an essential condition of these terms and conditions and of the right of admission to the Match conferred on the holder of a Ticket that you and each subsequent holder of the Ticket agrees with the Club:

- (a) not to resell or transfer the Ticket at a premium.
- (b) 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
- (c) 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 Ticket did not have notice of the condition or the breach, deny the holder admission to the Match and retain the price of the Ticket.

- 12.3. You must comply with the Terms of Admission (available at <https://aleagues.com.au/>) 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.
- 12.4. The Club will consider all information at hand before implementing a policy to protect the welfare of coaches, players, and fans from extreme weather conditions. At Coopers Stadium such policy may include the use of umbrellas at any time during the Match or the installation of a roof cover over the coach and player benches, prior to the Match commencing.

The implementation of this policy means that some patrons may experience viewing restrictions due to the proximity of their seat and/or location and height of the roof installed.

13. Limitation of liability

ADELAIDE UNITED FOOTBALL CLUB

- 13.1. Nothing in these terms and conditions affects, excludes, restricts or modifies your rights under the Competition and Consumer Act 2010 (Cth) or similar legislation under which the Club's liability may not be excluded, restricted, or modified by agreement (**Consumer Law Rights**). Any other representation, warranty, condition, guarantee or undertaking that would be implied in these terms by legislation, common law, equity, trade, custom or usage is excluded to the fullest extent permitted by law.
- 13.2. If the Club is liable to you for any:
- (a) breach by the Club of any express term of these terms and conditions;
 - (b) breach by the Club of any term implied into these terms and conditions under applicable law; or
 - (c) any tort committed by the Club (including negligence but not including fraud);
- the Club's maximum liability to you is limited to aggregate amount of all payments paid by you to the Club pursuant to these terms and conditions in respect of the then current season.
- 13.3. Subject always to the Consumer Law Right, the Club will not be liable to a member for indirect and consequential loss arising from or connected to these terms in contract, tort, under any statute or otherwise (including, without limitation, for loss of profits, failure to realise expected profits or savings and loss or corruption of data) unless such loss arises because of the Club's negligence or wilful misconduct.
- 13.4. Some of the goods or services which are offered or provided to members in addition to the benefits offered or provided by Club may be supplied by third party suppliers. The provision of those goods or services will be subject, in each case, to the terms and conditions of the suppliers and any claims relating to the supply of those goods or services should be made to the supplier.

14. Cancellation, Refunds and Replacements

- 14.1. Subject to your Consumer Law Rights, once your Membership Application has been submitted to the Club you cannot cancel your membership and, without limiting clause 13, refunds and exchanges are allowed only as expressed in this Agreement. Any cancellation request after the season commences must be made in writing to the Club, and cancellation of memberships is at the discretion of the Club, acting reasonably. Members whose membership is cancelled will incur a reasonable administration charge per membership to cover the cost of membership benefits already provided.
- 14.2. If the Club cancels one or more Matches which are not able to be rescheduled, the Club may, if required under Consumer Law Rights, provide a partial refund in an amount equal to the pro rata value of the cancelled match(es) against the value of all of the Tickets under that member's

ADELAIDE UNITED FOOTBALL CLUB

applicable membership if requested by a member.

- 14.3. If one or more Matches are cancelled, re-scheduled or moved to another venue by entities other than the Club (for example, where a Match is cancelled because of Government restrictions), the Club will (at its election) provide either:
- (a) a partial refund,
 - (b) credit note,
 - (c) voucher, or
 - (d) any other membership benefits as determined by the Club (acting reasonably), in an amount equal to the pro-rata value of the cancelled match(es) against the value of all the Tickets under that member's applicable membership.
- 14.4. Subject to your Consumer Law Rights, you cannot exchange your Ticket and you cannot obtain a refund if:
- (a) after a Match has started it is cancelled for any reason outside of the control of the Club, including due to inclement weather.
 - (b) the time of, or teams participating in, a Match changes after the date you purchased your Ticket; or
 - (c) in the reasonable opinion of the Club, you are guilty of conduct unbecoming of a member, disruptive or prejudicial to the interests of the Club, the interests or reputation to the game, the FA (or any other relevant governing body) or any of their sponsors. For the purposes of this sub-clause, disruptive behaviour may include any attempted or actual act or omission by a person that constitutes a breach of these terms and conditions, Coopers Stadium's conditions of entry or behaviour that jeopardises, or has the potential to jeopardise, the safety or security of a Match.
- 14.5. Subject to your Consumer Law Rights:
- (a) the Club is not liable to you for any loss or damage you suffer because of the ALeague, or any Match being cancelled, postponed, or changed; and
 - (b) the Club disclaims the existence of any common law duty of care to you and any holder of the ticket.

15. Privacy

The information you provide to the Club shall be collected, used, and disclosed in accordance with the Club's Privacy Policy available at <https://adelaideunited.com.au/privacy-policy/>.

16. General

- 16.1. You and the Club agree that neither party shall be liable for any delay or failure to perform its obligations under these terms and conditions, other than payment of any monetary sums due and owing to the other party, if such failure or delay is due to a Force Majeure Event.

ADELAIDE UNITED FOOTBALL CLUB

- 16.2. 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 by replacing tickets (except forged tickets) if you can demonstrate proof of purchase and identity acceptable to the Club.
- 16.3. All dates, times, participating teams and venues of Matches are as specified on the www.footballaustralia.com.au and are subject to change at any time without notice to you.
- 16.4. This Agreement:
- (a) is governed by the law applicable in the state of South Australia 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 (subject to clause 13.1) and supersedes any prior agreement, representation or promotional material.

17. Definitions

In this Agreement:

A-League means the national club competition to be known as the A-League or A-Leagues Men or Women (or a name as otherwise notified), as the case may be.

Baby Membership means the commemorative Membership that babies between XX hold which does not entitle the holder access to Regular Season matches at Coopers Stadium.

Club means the Adelaide United Football Club Pty Ltd (ABN 43 136 768 539).

Club Membership means the commemorative Membership held by the Member that does not entitle the holder access to Regular Season matches at Coopers Stadium.

Club Merchandise Voucher means the voucher that is provided to Members in accordance with clause 9.2.1.

Eligible Member means any Member of the Platinum Reserved Seat, Gold Reserved Seat, Silver Reserved Seat, Premium Red General Admission, Red General Admission, Premium Red Flexi (5 or 8 game), Red Flexi (5 or 8 game), Interstate, Women's Full Season and Women's Flexi Memberships categories.

Existing Member means any Member for the Club 2023/24 season.

FA means Football Australia Limited ABN 28 106 478 068, which is the national governing body of Football in Australia.

Force Majeure Event means, in respect of a party, any event or circumstance or combination of events or circumstances which is beyond the reasonable control of that party, including an act of God, fire, lightning, explosion, flood, subsidence, insurrection, epidemic, pandemic or civil disorder or military operations.

ADELAIDE UNITED FOOTBALL CLUB

Flexi Club Membership means any of the Memberships purchased by a Member as listed in the Membership Categories in clause 4.2.3.

Flexi Member means any Member who purchases a Premium Red 3 Game Flexi Membership, Red 3 Game Flexi Membership or other category of Membership as advised by the Club in writing on the [Club website](#).

Flexi Redemption means the online redemption of a Flexi Ticket by completion of the process in clause 4.1.3.1.

Flexi Ticket means the ticket that is redeemed online by a Flexi Member under their Flexi Membership prior to the kick-off of the relevant match.

Full Season Membership means the Red Full Season Membership and Premium Red Full Season Membership.

Full Season Merchandise Voucher means the voucher issued to Members who hold a Full Season Membership in exchange for their seat at a match that the Member is unable to attend.

Gold Reserved Seat Membership means the Membership purchased by the Member which entitles the holder to a gold reserved seat for all thirteen (13) home matches at Coopers Stadium in the Regular Season.

Interstate Membership means the Membership purchased by the Member which entitles the holder to access a ticket to one (1) Club Regular Season away match in their home state (if scheduled) and general admission access in the Red section of the Northern and Southern Stands for up to two (2) home matches at Coopers Stadium in the Regular Season.

Junior Membership means the Membership category referred to in clause 8.2.

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 match in the A-Leagues Men and Women competitions in which the Club's team participates in at the date, time and venue and against the opposing team as specified on <https://aleagues.com.au/> from time to time, but excludes the Finals Series and any other match, competition or tournament staged or sanctioned by FA or other governing body.

Member means any individual who has purchased a Membership, or has Membership purchased on their behalf, and is entitled to the relevant benefits and privileges of that Membership.

Membership means the benefits and privileges that the Member is entitled to receive from the Club in exchange for purchase of that Membership for the relevant A-League season.

Membership Fulfilment Choice means the choice of Membership Fulfilment options available to Eligible Members upon renewing their Membership or becoming a Member, out of a Standard Club Member Pack or a digital or physical Membership card and Club Merchandise Voucher, in the value prescribed in clause 9.2.1.

ADELAIDE UNITED FOOTBALL CLUB

New Members means individuals who hold and / or purchase a Club Membership and who are not Existing Members.

Non-eligible Members means Members who hold Junior Memberships, Baby Memberships or Club Memberships.

Regular Season means the A-Leagues 2024/25 regular season.

Red Full Season Membership means the Membership purchased by the Member which entitles the holder to general admission access in the Red section of the Northern and Southern Stands for all thirteen (13) home matches at Coopers Stadium in the Regular Season.

Red 3 Game Flexi Membership means the Membership purchased by the Member which entitles the holder to general admission access in the Red section of the Northern and Southern Stands for up to three (3) home matches at Coopers Stadium in the Regular Season.

Red 5 Game Flexi Membership means the Membership purchased by the Member which entitles the holder to general admission access in the Red section of the Northern and Southern Stands for up to five (5) home matches at Coopers Stadium in the Regular Season.

Red 8 Game Flexi Membership means the Membership purchased by the Member which entitles the holder to general admission access in the Red section of the Northern and Southern Stands for up to eight (8) home matches at Coopers Stadium in the Regular Season.

Redeemed Ticket means the ticket that is redeemed online by a Member under their Membership prior to the kick-off of the relevant match.

Reserved Seat Membership Categories means the Membership categories listed in clause 3.1.

Platinum Reserve Seat Membership means the Membership purchased by the Member which entitles them to platinum reserved seats for all thirteen (13) home matches at Coopers Stadium in the Regular Season.

Premium Merchandise Voucher means the voucher issued to Members who hold a Premium Red Full Season Membership in exchange for their seat at a match that the Member is unable to attend.

Premium Red General Admission Memberships means the Premium Red Full Season Membership, Premium Red Full Season Membership,

Premium Red Full Season Membership means the Membership purchased by the Member which entitles the Member to general admission access in the Premium Red section of the Eastern Stand for all thirteen (13) home matches at Coopers Stadium in the Regular Season.

Premium Red 3 Game Flexi Membership means the Membership purchased by the Member which entitles the holder to general admission access in the Premium Red section of the Eastern Stand for up to three (3) home matches at Coopers Stadium in the Regular Season.

ADELAIDE UNITED FOOTBALL CLUB

Premium Red 5 Game Flexi Membership means the Membership purchased by the Member which entitles the holder to general admission access in the Premium Red section of the Eastern Stand for up to five (5) home matches at Coopers Stadium in the Regular Season.

Premium Red 8 Game Flexi Membership means the Membership purchased by the Member which entitles the holder to general admission access in the Premium Red section of the Eastern Stand for up to eight (8) home matches at Coopers Stadium in the Regular Season.

Silver Reserved Seat Membership means the Membership purchased by the Member which entitles the member to a silver reserved seat for all thirteen (13) home matches at Coopers Stadium in the Regular Season.

Standard Club Member Pack means the pack issued to applicable Members which may include their Membership card, Club lanyard, Club sticker and any other merchandise in the discretion of the Club.

Ticket mean any ticket allocation to Matches that form part of the Membership benefits.

Ticket Redemption means the online redemption of a Ticket by completion of the process in clause 5.2.1(c).

Women's Full Season Membership means the Membership purchased by the Member which entitles the holder to game access for all Women's home matches in the Regular Season.

Women's Flexi Membership means the Membership purchased by the Member which entitles the holder to game access for up to five (5) A-League Women's home matches in the Regular Season.