### **COLLINGWOOD FOOTBALL CLUB MEMBERSHIP**

Thank you for your application to become a registered member of the Collingwood Football Club.

Your membership is subject to the below terms and conditions, which incorporate by reference our privacy policy: <a href="https://membership.collingwoodfc.com.au/privacy">https://membership.collingwoodfc.com.au/privacy</a> and our Member Code of Conduct: <a href="https://membership.collingwoodfc.com.au/code-of-conduct">https://membership.collingwoodfc.com.au/code-of-conduct</a> (collectively **T's and C's**).

By purchasing, renewing or using the benefit of your Collingwood Football Club membership (including accepting the automatic renewal of your membership in accordance with these T's and C's) you agree to the T's and C's.

By completing and submitting an application for Membership you agree to become a Member of the Club and, where you are a Voting Member, be bound by the Constitution.

Us - We are the Collingwood Football Club Ltd. In this Agreement, we will be referred to interchangeably as Collingwood Football Club, CFC, Club or Us.

#### 1 Definitions

Throughout this Agreement, you will see references to some words that are capitalised and whose definitions have the below meaning, unless the context requires otherwise.

**Adult** means an applicant for membership who is 18 (inclusive) or over.

**AFL Finals Series** means Weeks 1-3 of the Toyota AFL Finals Series which is where the qualifying, elimination, semi-final and preliminary finals are played. **AFL Grand Final** means the Toyota AFL Grand Final.

AFL Premiership Season means the Toyota AFL Premiership Season which is the regular home and away season in the men's competition.

AFLW Season means the NAB AFLW Season which is the regular home and away season in the women's competition.

Away Game means a Game in which CFC is designated as the away team.

**Business Day** means a day (other than a Saturday, a Sunday or a public holiday) on which commercial banks are open for general business in Melbourne **Companion Card** means a card issued in the State or Territory by the relevant government services department to a person who meets the eligibility criteria for attendant care support in that State or Territory.

Concession Card means any of:

- (a) Veterans' Affairs Pensioner Concession Card issued by the Commonwealth Government and Services Australia or the Department of Veteran Affairs;
- (b) Centrelink Pensioners Concession Card issued by the Commonwealth Government and Services Australia; or
- (c) Veteran's Affairs Gold Card for all conditions issued by the Commonwealth Government and Services Australia or the Department of Veteran

Affairs.

**Concession Pricing** means the ability to get a concession price on certain Membership Packages where the applicant member meets any of the criteria set out in Clause 6 in the relevant year of membership.

Constitution means the Constitution of Collingwood Football Club Ltd which can be accessed here: CFC Constitution

Eligible Concession Card Holder means the Holder of any Concession Card;

Game means a game in the AFL Premiership Season or AFLW Season.

Game Day means a day that CFC is competing in a Game.

Home Game means a Game in which CFC is designated as the home team.

Member means the individual or entity holding a Membership

**Membership** means the membership Package purchased, issued or used under these T's and C's and includes the rights of members relevant to the classes of Members under the Constitution.

**Packages** means the various classes of membership available to purchase or, in the case of Life Membership, given to a member with the compliments of the Club.

Student means a member who is studying full time at an education institution in the relevant year of membership.

**Voting Member** has the meaning set out in Clause 30

### 2 Interpretation

- 2.1 In this agreement, headings are inserted for convenience only and do not affect the interpretation of this agreement, and unless the context otherwise requires:
  - (a) words importing the singular include the plural and vice versa;
  - (b) words importing a gender include the other genders;
  - (c) if words or phrases are defined, their other grammatical forms have a corresponding meaning;
  - (d) a reference to a document or laws includes a reference to that document or law as amended, novated, supplemented, varied or replaced;
  - (e) a reference to anything listed after the word including does not limit what else is included unless expressly stated to the contrary.

# 3 Purchase of a Membership Package

- 3.1 Membership must be applied for;
  - (a) In writing, including online through electronic means;
  - (b) over the phone, via the CFC membership team;
  - (c) via the renewal process set out in these T's and C's; or
  - (d) by other means approved by CFC in their absolute discretion, which may be varied from time to time.

- 3.2 Subject to the Constitution, CFC reserves the right to reject any membership application in its absolute discretion, including where Membership Fees are outstanding, and without the requirement to give a reason.
- 3.3 If you are successful in your membership application, the Club will issue you a payment confirmation electronically within 7 business days or as soon as reasonably practicable.
- 3.4 All Membership Packages are subject to availability.
- Any Member wishing to upgrade their Membership should contact our Membership Services Centre on 1300 MAGPIE (1300 62 47 43) during business hours (Monday Friday, 9:30am– 4pm) or email us at <a href="mailto:membership@collingwoodfc.com.au">membership@collingwoodfc.com.au</a> to get assistance

## 4 Term of Membership

- 4.1 Subject to the T's and C's your Membership will entitle you to the benefits of the Package that you have purchased from receipt of your payment for Membership (or the first instalment if you have applied for and been approved for a Monthly Payment Plan) to;
  - (a) 31 October in the relevant year of purchase; or
  - (b) if the Membership is for or includes an AFLW membership, until the conclusion of the relevant AFLW season; or
  - (c) at an earlier date if your membership is cancelled or suspended in accordance with the Constitution and T's and C's.
- 4.2 Rights and privileges set out in the Constitution apply to a Voting Member whilst they remain a Voting Member.

# 5 Membership Packages

5.1 CFC offers a range of Membership Packages with Game Day access entitlements. Current Packages on offer with a list of their entitlements are listed below (a listing of other entitlements for each Membership Package is available at <a href="https://membership.collingwoodfc.com.au/packages">https://membership.collingwoodfc.com.au/packages</a>)

		MCG ACCESS		MARVEL ACCESS		AFL FINAL SERIES & GRAND FINAL		
MEMBERSHIP CATEGORY		НОМЕ	AVAY	ANZAC DAY (HOME)	номе	AVAY	VEEKS 1-3 PRE- SALE ACCESS •	GRAND FINAL Priority Group•
Club 1892	MCG Home L2, MCG Away L2	Reserved Seat	Reserved Seat Alternative seat allocated by club for Haw/Rich	Reserved Seat	Reserved Seat	Reserved Seat	Yes	P1
Legends - Reserved Seat	MCG Home L2, MCG Away L1 MCG Home L1, MCG Away L1 MCG Home L2a, MCG Away L1 MCG Home L4, MCG Away L1	Reserved Seat	Redeem \$0** for Haw/Rich	Reserved Seat	Redeem \$0**	Redeem \$0"	Yes	P1
	MCG Home L2, MCG Away L4 MCG Home L1, MCG Away L4 MCG Home L2a, MCG Away L4 MCG Home L4, MCG Away L4	Reserved Seat	Redeem \$0** for Haw/Rich	Reserved Seat	Redeem \$0**	Redeem \$0**	Yes	P1
	MCG Home L2, MCG Away GA MCG Home L1, MCG Away GA MCG Home L2a, MCG Away GA MCG Home L4, MCG Away GA	Reserved Seat	GA* or Upgrade~	Reserved Seat	Redeem \$0**	Redeem \$0**	Yes	P1
Legends - Reserved Bag	MCG Home L2 & 2a, MCG Away L1 MCG Home L1, MCG Away L1	Redeem \$0**	Redeem \$0"	Redeem \$0**	Redeem \$0**	Redeem \$0**	Yes	P1
	MCG Home L2 & 2a, MCG Away L4 MCG Home L1, MCG Away L4	Redeem \$0**	Redeem \$0** for Haw/Rich	Redeem \$0"	Redeem \$0**	Redeem \$0**	Yes	P1
	MCG Home L2 & 2a, MCG Away GA MCG Home L1, MCG Away GA	Redeem \$0**	GA" or Upgrade~	Redeem \$0**	Redeem \$0"	Redeem \$0**	Yes	P1
Standard Reserved Seat	MCG Home L2 MCG Home L1 MCG Home L2a MCG Home L4	Reserved Seat	×	Reserved Seat	Redeem \$0**	×	Yes	P3° P3° P3° P3°
Standard Reserved Bay	MCG Bay L1	Redeem \$0**	×	Redeem \$0**		×		P3^
ANZAC Day	Anzac Day L4, + 4GA Home	GA" or Upgrade"	×	Reserved Seat	GA* or Upgrade~	×		^
MCC	Marvel Home Seat	×	×	×	Redeem \$0"	×	Yes	×
Cheer Squad	Home & Away	Reserved Seat	Reserved Seat	Reserved Seat	Reserved Bay	Reserved Bay	Club allocates	Club allocates
General Admission (GA	Home & Away Home Flexi-10 Flexi-4   Interstate Flexi 5 (Reserved Seat Interstate)   Magpie Stars + Flexi-4 (under 15 at 1 Jan)	GA* or Upgrade″	GA* or Upgrade**	Upgrade via Ticketek	GA" or Upgrade"	GA* or Upgrade~	Yes	P3° P3°

5.2 CFC offers a range of Membership Packages with **no** Game Day access entitlements. Current Packages on offer with a list of their entitlements are listed below (a listing of other entitlements for each Membership Package is available at <a href="https://membership.collingwoodfc.com.au/packages">https://membership.collingwoodfc.com.au/packages</a>):

		MCG ACCESS			MARVEL ACCESS		AFL FINAL SERIES & GRAND FINAL	
MEMBERSHIP CATEGORY		номе	AWAY	ANZAC DAY(H)	номе	AWAY	WEEKS 1-3 PRE-SALE ACCESS +	GRAND FINAL Priority Group+
Non-access	Baby Magpie Mini Magpie Digital Insider (Kayo) Global Insider (WatchAFL) Magpie Insider	x	х	х	х	х	No	x
Other	AFL Membership MCC Magpie Insider MCC - Marvel GA		P3 Silver#					
	Auskick (Flexi 4)	GA* or Upgrade~	X	Х	GA* or Upgrade~	Х	х	Х

5.3 CFC offers an AFLW only Membership Package. Current entitlements are (a listing of other entitlements is available at https://membership.collingwoodfc.com.au/packages):

		HOME & AV	VAY GAMES	AFL FINAL SERIES		
MEMBERSHIP CATEGORY		НОМЕ	AWAY	WEEKS 1-3 PRE-SALE ACCESS	GRAND FINAL PRE- SALE	LISTING OF OTHER ENTITLEMENTS
AFLW	Full Season	GA* or Upgrade~	GA* or Upgrade~	Υ	Υ	2025 entitlements will be published when confirmed
	2-Game					

Legend for all tables in Clause 4:

- 5.4 There are limited numbers of Memberships available in certain Packages.
- 5.5 Further conditions and details for specific Membership Packages are set out in these T's and C's and by visiting CFC Membership Website.

<sup>\*</sup>GA provides access to unreserved seating areas, subject to availability and capacity. See Clause

<sup>\*\*</sup> See Clause 9 for conditions on redeeming a Reedem\$0 seat.

<sup>+</sup> Only applicable where CFC participates.

A A Member who holds a Membership that does not have a designated priority group or is a designation of P3, will upgrade to the next priority level with the purchase of a Social Club Add-On - See Clause 6

<sup>~</sup> Upgrade – See Clause 7.3. Where a game is fully ticketed, members must upgrade to a reserved seat to guarantee entry (seats subject to availability). Members can choose to upgrade to a reserved seat for any Game to which they have access, subject to availability and this highly recommended for high demand Games.

**X** means there are no entitlements under this heading.

<sup>#</sup> AFL Silver Members with Collingwood Club Support can elect to enter the Access to Grand Final Ticket Process either with the AFL or Collingwood Football Club but cannot enter both.

### 6 ADD-ONs to Membership Packages – Social Club and Magpie Stars

- 6.1 Members may purchase the following add-on's to their existing Membership Package:
  - (a) A Social Club add-on; and
  - (b) For Members who are between the ages of 5-14 (inclusive) as at 1 January in the year of Membership, a Magpie Stars Add-on.
- 6.2 A Social Club add-on;
  - (a) converts any Member who is 18(inclusive) who holds a Membership that does not voting rights to a Voting Member;
  - (b) entitles the Member to access to the Dean Jones Bar and Lindsay Hassett at the MCG and the Victory Room at Marvel Stadium:
  - (c) entitles the Member to a Social Club Medallion; and
  - (d) where the Member holds a Membership that does not have a designated priority group or is a designation of P3 for Grand Final Priority Access, upgrades the Member's priority access by one level. For example, if under your Membership you are undesignated, you will upgrade to P3 and if under your Membership you are P3, you will upgrade to P2.
- 6.3 A Magpie Stars Add-on entitles the Member to;
  - (a) A Magpies Stars member pack; and
  - (b) An invitation to I (one) player-run clinic held at a venue nominated by the Club.

## 7 AFLW Membership Conditions

- 7.1 Members can purchase either a 2 game or AFLW Full Season Game Day Access membership which entitles the Member to general admission access to the number of AFLW Games in the relevant Membership Package purchased during the AFLW Season. General Admission conditions set out in Clause 8.1 and Clause 8.2 apply.
- 7.2 If the AFL determines that an AFLW Game is to be designated as a Redeem\$0 Game, Members will need to follow the process in Clause 9.
- 7.3 All Members holding an AFLW Membership will have a window of access to purchase tickets to the AFLW Finals Series and AFLW Grand Final where CFC is competing prior to tickets going on sale to the general public

### 8 General Admission conditions

8.1 Access to Games is not guaranteed. Access is subject to availability and capacity and CFC recommends that Members upgrade to a discounted

- reserved seat in order to guarantee entry, particularly at high demand Games.
- 8.2 Members will be required to pay additional fees and charges when upgrading to a seat including ticket agencies booking fees.
- 8.3 General Admission Members with entitlements for Anzac Day or Games that are classified as "Fully Ticketed" who wish to attend must upgrade to a reserved seat, subject to availability, and general admission access will not available.

#### 9 Redeem \$0 conditions

- 9.1 Where access to a Game requires a reserved seat to attend, a Member who holds a Membership under which the Member is able access a complimentary reserved seat (Reedem\$0) must follow the process to reserve a seat and any timelines outlined by the Club which will be communicated to Members if they wish to attend the game.
- 9.2 Access to a reserved seat under the Redeem\$0 process is not guaranteed and is subject to availability and capacity. To avoid disappointed CFC strongly encourages Members to book their Redeem\$0 ticket at their earliest convenience
- 9.3 No fees will be charged when a Member reserves a Redeem\$0 seat.
- 9.4 In relation to Standard Reserved Bay Memberships, due to demand, guest passes will only be available for purchase at the discretion of the Club and will attract separate booking and transaction fees from the ticketing agency.

## 10 Cheer Squad conditions

10.1 A condition precedent of holding a Cheer Squad Membership is that the Member must submit a valid Working with Children's Check and agree to the CFC Official Collingwood Cheer Squad Code of Conduct

# 11 Mini Magpie conditions

11.1 To be eligible for a Mini Magpie membership, a Member must be under the age of 4(inclusive) as at 1 January in the relevant year of Membership.

# 12 MCC and AFL Member Upgrades

AFL Members who have nominated Collingwood as their club of support or MCC Members may purchase a Club reserved seat membership upgrade. Please contact the Club for pricing.

# 13 Membership Cards & Mobile Membership

- 13.1 If you hold a physical membership card and require a replacement, a \$15 fee will be charged by the Club and the Club, in it's discretion, may ask you to sign a statutory declaration detailing why a replacement card is required.
- 13.2 All Members who do not hold a physical membership card and have Game Day access must download the Collingwood App in order to access their

- Mobile Membership which may be required to access the venue.
- 13.3 Any Member who has accessed a reserved seat via the Redeem\$0 option or Upgrade option must use the Ticketek or Ticketmaster issued ticket in order to access the Venue.

### 14 Reserved Seat Conditions

- 14.1 A Members reserved seat is only available to the Member for use at the Games specified in their Membership Package and cannot be accessed at any other time or at any other event.
- 14.2 Where CFC is competing in an Away game at the MCG against Hawthorn Football Club or Richmond Football Club, a Members standard reserved seat will not be available and, save for 1892 Members, in order to access an alternative seat on an alternative level, Members must apply to reserve a seat via the Redeem\$0 mechanism set out in Clause 9. The Club will coordinate this process for 1892 Members and allocate them an alternative seat for these Away Games.
- 14.3 If a Legends Reserved Seat Member has selected the General Admission Away option as part of their Membership, that Member will have no reserved seat at the MCG at any Away Game.
- 14.4 Subject to the consumer guarantees in Australian Consumer Law, CFC reserves the right to change a Member's reserved seat without the prior consent of the Member where required by the AFL or venue, where government regulations dictate (such as to maintain social distancing) or to maximise capacity. CFC will use reasonable endeavours to place the alternate seat made available in the same category and on the same level. Members will not be entitled to a refund or credit in relation to any change in location of their seat.
- 14.5 On renewal of your Membership, Members who wish to retain their current reserved seat must follow the process set out by CFC and ensure that their Membership is renewed by the date advertised by CFC as the reserved seat cut-off date, which will be communicated by the Club.

### 15 Seat Return Program

- 15.1 CFC allows Members who have purchased a Membership with reserved seat entitlements to Home Games at the MCG to return their seat to the Club for re-sale by the official ticketing agent if they are unable to attend the game (**Seat Return Program**).
- 15.2 If a Member's seat is successfully sold under the Seat Return Program, a credit will be applied to their Membership renewal (of a Membership that is of equal or greater value) for the following season and cannot be transferred or exchanged for any other goods or services. If a Member does not renew their Membership, the credit is forfeited.
- 15.3 The credit amount applicable under the Seat Return Program is determined by the price category of the Membership (Adult, Junior or Concession).

- Please see https://membership.collingwoodfc.com.au/seat-returns for details of credit amounts.
- 15.4 For the avoidance of doubt, Members who hold complimentary memberships or a Member whose Membership Payments are in arrears can elect to return their seat to the Club for re-sale by the official ticketing agent if they are unable to attend the game but will not be eligible for any credit.

#### 16 Ticket Transfers

- 16.1 Members with Game Day access are entitled to transfer a ticket for a Game Day to which they have access to any recipient who is eligible for the same price category as the Member.
- 16.2 A recipient under Clause 16.1 will not be entitled to any other membership entitlements.

### 17 Membership Transfers at Discretion of Club

- 17.1 Transfers of Memberships are only permitted with the approval of the Club and at the Clubs sole discretion. The Club may impose further conditions on the transfer.
- 17.2 For the avoidance of doubt, if the Club approves a membership transfer under Clause 17.1 the new Member must take on all payment obligations of the vacating member and not all entitlements of the Membership being transferred will transfer to the new member including but not limited to the membership history of the vacating member.

#### 18 No Resale

18.1 CFC Memberships, Game Day Tickets and Guest Passes may not, without the prior written consent of CFC, be resold or offered for resale (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services, either by the original purchaser or any subsequent bearer. If a ticket is sold or used in breach of this condition, the ticket may be cancelled without a refund and the bearer of the ticket may be refused admission. Penalties apply (including cancellation of any offending Member's Membership without a refund).

## 19 Full Price Membership Package Price Categories.

- 19.1 Adult Each Adult will pay full price for Membership Packages unless they meet the criteria for Concession Pricing.
- 19.2 **Junior** Each applicant for membership who is 14 (inclusive) years of age or under as at 1 January in the relevant year of membership (**Junior**) is eligible for the junior pricing model of a Membership Package, where the Membership Package accepts Juniors. The Club may require evidence of the date of birth of any Junior to be provided.
- 19.3 Child (no membership) A child who is four (inclusive) years of age or under as at 1 January in the relevant year of membership is entitled to attend

- a Game with a member and does not require their own Membership, however they are unable to occupy a seat at the Game.
- 19.4 **Family** Family Membership pricing is available under some Membership Packages and are available in the configuration of 2 Adults and 2 Juniors in the relevant year of membership.

## 20 Concession Pricing Criteria

- 20.1 Subject to 20.3, a Member who meets any of the following criteria is eligible for concession pricing under any Membership Package which offers concession pricing in the relevant year of membership;
  - (a) A Student; or
  - (b) An Eligible Concession Card Holder;
- 20.2 Any Member holding a Companion Card (**Companion Card Holder**), is entitled to apply for one complimentary Membership in the relevant year of membership (**Companion Complimentary Membership**). This Companion Complimentary Membership is only available in Membership Packages that have Game-day access and will be issued in the same category of membership as the Companion Card Holder to enable their carer to access Games which the Companion Card Holder also attends. The Companion Complimentary Membership will be issued in the name of the carer only once the Companion Card Holder has provided a certified copy of the Companion Card to CFC.
- 20.3 Any member who is applying for Concession pricing will need to produce evidence to the satisfaction of CFC and the venue hosting the Game proving their entitlement to apply for a Concession and no membership will be activated until CFC has sighted and approved such evidence. The following will be considered acceptable evidence;
  - (a) In respect of a Student, a copy of a valid Australian Student Card specifying full time enrolment or a certified copy of a stamped, receipted enrolment form from the registered education institution, both from the relevant year of membership;
  - (b) In respect of an Eligible Concession Card Holder, a certified copy of the relevant Concession Card.

# 21 Payment of Membership Packages

- 21.1 Members can make payment of the fees for their Membership in full;
  - (a) Visa or Mastercard and Eftpos debit card;
  - (b) American Express (which will incur additional fees); and
  - (c) Cheque, Cash, or Money order.
- 21.2 Certain Membership Packages allow for Members to apply to pay their Membership Fees by monthly instalments under the CFC Monthly Payment

- Plan set out in Clause 22.
- 21.3 Except where expressly stated otherwise, the prices for all Membership Packages include GST.
- 21.4 If a Member is has elected the CFC Monthly Payment Plan, that Member authorises CFC to debit the applicable monthly instalment from the credit or debit card nominated by the Member on the 15<sup>th</sup> of each applicable month (or the closest business day if the 15<sup>th</sup> is a weekend or public holiday).
- 21.5 Where a payment fails to clear on the 15<sup>th</sup> of each applicable month, further attempts will be made to clear the funds until successfully processed.
- 21.6 It is each Members responsibility to ensure that the account details the Member has provided are correct and that the Member has sufficient cleared funds available in the nominated account to meet any payment that is due on a scheduled payment date.
- 21.7 If a payment is returned or dishonoured by a Member's financial institution, the Member will receive notification from CFC requesting immediate payment.
- 21.8 The Club may suspend or cancel a Membership if, on three consecutive occasions, payment of Membership fees is dishonoured by the Member's financial institution. A Member will be notified if CFC suspends or cancels their Membership and the Members access will be blocked for Games until the Membership fees are brought up to date and the Member will not have access to any Membership entitlements. Please note that at least 24 hours will be needed to reinstate a Membership once payment is received. Members affected will have their seat returned for resale at each game and if their payments are brought up to account on Game Day, will be issued with a different seat for that Game.
- 21.9 CFC may refer the collection of any outstanding Membership Fees to an external collection agency if, on three consecutive occasions, payment of Membership fees is dishonoured by the Member's financial institution.

## 22 CFC Monthly Payment Plan

- 22.1 A Member can elect to pay certain Membership Packages by nominating to pay under the CFC Monthly Payment Plan (see the conditions relating to the Membership Pack selected to check eligibility) in 10 equal monthly instalments.
- 22.2 Requisite payments will be processed in ten equal monthly payments on the 15<sup>th</sup> of every month, commencing on 15<sup>th</sup> October in the year prior to the relevant AFL Premiership Season or AFLW Competition and concluding on 15<sup>th</sup> July in the year of the relevant AFL Premiership Season or AFLW Competition.
- 22.3 If a Member applies for the CFC Monthly Payment Plan after the first scheduled payment listed in Clause 22.2 then the first instalment due will be equal to the sum of monies payable to bring the amounts payable in line with the standard payment schedule. As an example, if you join in December, your first instalment will have an additional 2 x months included on it.
- 22.4 A Member can opt out of the CFC Monthly Payment Plan at any time after the Member's first monthly payment has been deducted by contacting the

- CFC Membership Services Centre on 1300 MAGPIE (1300 62 47 43) during business hours (Monday Friday, 9:30am– 4pm) and providing advance payment of all remaining instalments for the current membership year.
- 22.5 Any Member who has opted to make payments of their Membership Fees under a CFC Monthly Payment Plan agrees that they will automatically be included in the automatic renewal of membership process outlined in Clause 23 which automatically renews the Member's Membership from year to year until such a time as the Member opts out. You will be given up to 30 days notice in writing from the AFL or CFC prior to your Membership automatically renewing to give you an adequate window to opt-out.

## 23 Automatic Renewal of Membership

- 23.1 Any Member can elect to automatically roll-over their membership from year to year (**Automatic Renewal of Membership**) and any Member who has opted to make payment under a CFC Monthly Payment Plan will be automatically included in the Automatic Renewal of Membership.
- 23.2 Under the Automatic Renewal of Membership, Members authorise CFC to renew their Membership on or after the date each year that CFC advises the Member that their membership will be rolled over from (**RollOver Date**) and the Member authorises the Club to deduct the applicable Membership fees from the nominated credit or debit card until such a time as the Member opts-out.
- 23.3 CFC will advise Members of any changes to the Membership Fees for the forthcoming season and any changes to the name of the Package and its entitlements at least 15 days prior to the RollOver Date.
- 23.4 Members who wish to change their Membership Package to a different category of Membership should notify the Club prior to the RollOver Date.
- 23.5 A Baby Magpie non-access Membership will be renewed as a Mini Magpie after the first year of Membership.
- 23.6 A Mini Magpie non-access Membership will be renewed as a Flexi-4 Junior Membership in the year that the Member is 5 as at 1 January in the relevant year of membership.
- 23.7 A Junior Membership will be renewed as an Adult (unless they provide evidence to meet a Concession) in the year that the Member is 18 as at 1 January in the relevant year of membership.
- 23.8 Members who elected to pay up from will have their Membership Fees withdrawn in full on 22 October in the year prior to the relevant AFL Premiership Season or AFLW Season.
- 23.9 For Members who are on a CFC Monthly Payment Plan, payments will continue in the same manner as outlined in Clause 22.2.
- 23.10 Members can opt out of the Automatic Renewal of Membership from the date the Member receives the renewal notice up to 2 business days prior to the RollOver Date by calling our Membership Services Centre on 1300 MAGPIE (1300 62 47 43) during business hours (Monday Friday, 9:30amam –

4pm) or emailing us at membership@collingwoodfc.com.au to get assistance.

## 24 Cancellation and Refund Policy

- 24.1 Nothing in these T's and C's excludes, restricts, modifies or limits the non-excludable guarantees and rights granted to Consumers under the Competition and Consumer Act, 201 and the Australian Consumer Laws.
- 24.2 Subject to Clause 24.1, once a Membership has been purchased, Membership fees are non-refundable.
- 24.3 A Member who holds a reserved seat entitlement under their Membership Package may be entitled to a pro-rata, refund, credit of the component of the Membership fee that CFC determines is applicable to the Game Day Access Entitlements to address any material loss or significant reduction in situations where there are Game Day disruptions impacting the ability for a Game to be played in a full capacity venue such as the COVID 19 restrictions set out by government regulations.
- 24.4 The Club recognises that there may be times where Members experience extenuating personal circumstances and wish to apply for some financial relief in relation to their Membership. In these circumstances, the Member should submit a written request to via email to membership@collingwoodfc.com.au or post to PO Box 165, Abbotsford VIC 3067 for CFC setting out the reason for the request for consideration by the Club. The Member could request the following type of relief;
  - (a) Downgrade of their Membership Package to another category;
  - (b) An adjusted payment schedule for the Membership Package; or
  - (c) The ability to cancel their membership and have a discounted cancellation fee.

The Club will consider the request but will have the absolute discretion as to whether to provide relief under this Clause and what that relief will be made up of.

- 24.5 The Club reserves the right to cancel or suspend a Membership without refund (subject to Australian Consumer Law) where;
  - (a) A member breaches any material term or condition of Membership including a breach of the Member Code of Conduct or the Constitution; or
  - (b) the circumstances set out in Clause 21.8 arise.

# 25 Access to Purchase AFL Finals Series Tickets via presale

25.1 Where the Membership Package purchased by a Member indicates that the Member has access to purchase a ticket to a match in the AFL Finals Series in which CFC is competing (CFC AFL Finals Series Matches), the eligible Member will, subject to Clause 25.2 have a window of access to purchase tickets to CFC AFL Finals Series Matches prior to tickets going on sale to the general public (AFL Finals Series Presale). Refer to your

- Membership Package and Clause 5 of these T's and C's.
- 25.2 Every eligible Member who wishes to participate in the AFL Finals Series Presale must follow the process determined by the AFL, Ticketek and CFC and communicated to the Member. It is incumbent on Members to ensure that CFC has an up-to-date email address for the Member. This process will include a registration period and failure to register will mean that you no longer have access to the AFL Finals Series Presale. Further terms and conditions may be imposed. Please note, any Member who has membership fees in arrears at the time that AFL Finals Series Presale is open, will be ineligible to purchase tickets.
- 25.3 Access to any match in the CFC AFL Finals Series Matches is not guaranteed and is subject to availability and capacity.

#### 26 Access to Purchase an AFL Grand Final Ticket

- 26.1 The priority group assigned to the Membership Package purchased by a Member (if any) determines the Members access to purchase an AFL Grand Final Ticket in circumstances where;
  - (a) CFC is competing in the AFL Grand Final; and
  - (b) the AFL and MCG has deemed that unrestricted capacity is available.
- 26.2 Subject to Clause 26.1, Members who have been assigned Priority 1 Access and Members who have held a Membership with CFC for 50 years or more will be guaranteed access to purchase an AFL Grand Final Ticket provided that;
  - (a) the Member follows the instructions, including the registration process provided by the AFL or CFC strictly within the advertised time, which usually involves registering via Ticketek; and
  - (b) the Member does not have any membership fees in arrears.
- 26.3 Subject to Clause 26.1, Members who have been assigned Priority 2 Access may have access to purchase an AFL Grand Final Ticket, subject to availability, after those Members who have Priority 1 access provided that;
  - (a) the Member follows the instructions, including the registration process provided by the AFL or CFC strictly within the advertised time, which usually involves registering via Ticketek; and
  - (b) the Member does not have any membership fees in arrears.
- 26.4 Members with Priority 2 Access are not guaranteed access to an AFL Grand Final Ticket.
- 26.5 Subject to Clause 26.1, Members who have been assigned Priority 3 Access may have access to purchase an AFL Grand Final Ticket, subject to availability, after those Members who have Priority 2 access provided that;
  - (c) the Member follows the instructions, including the registration process provided by the AFL or CFC strictly within the advertised time, which usually involves registering via Ticketek; and
  - (d) the Member does not have any membership fees in arrears.

- 26.6 Members with Priority 3 Access are not guaranteed access to an AFL Grand Final Ticket.
- 26.7 The Category of the AFL Grand Final Ticket that a Member will be allocated should they be successful in their purchase of an AFL Grand Final Ticket and the seat allocated to the Member is not guaranteed.

### 27 Further General Conditions during the AFL Finals Series and AFL Grand Final

- 27.1 For the avoidance of doubt, any Member who has a regular reserved seat during the AFL Premiership Season will not have access to that reserved seat during the entire AFL Finals Series and the AFL Grand Final.
- 27.2 The price of any AFL Finals Series ticket and the AFL Grand Final purchased by a Member and associated booking and transaction fees is not included in any Members Package pricing and is an additional cost to the Member.

### 28 Years of Service

- 28.1 Members can enquire about the number of years of consecutive membership by contacting the Membership Services Centre on 1300 MAGPIE (1300 62 47 43) during business hours (Mon-Thurs, 10am-4pm AEST.
- 28.2 If a Member disputes the consecutive years of membership that CFC has on file, the Member must provide evidence and a statutory declaration supporting their claim to CFC for consideration. A Member whose dispute involves a claim that their years of consecutive membership exceeds 50 years must attend a meeting with CFC.
- 28.3 CFC will, acting reasonably, make a final determination about the number of consecutive years of membership that a Member holds.
- 28.4 Any Membership that has been cancelled by CFC in accordance with Clause 24.5 will result in a Member losing their consecutive years of Membership from the date of cancellation.

#### 29 Club Member Conduct

- 29.1 It is a condition of Membership that Members at all times uphold and comply with the Collingwood Member Code of Conduct when interacting with the club (including on any website or social media platform) or attending any Collingwood event, function, venue or Game. The Collingwood member Code of Conduct can be found at: <a href="https://membership.collingwoodfc.com.au/code-of-conduct">https://membership.collingwoodfc.com.au/code-of-conduct</a>
- 29.2 Penalties may apply to Members who breach the CFC Member Code of conduct, including cancellation under Clause 24.5.

## 30 Voting Members

- 30.1 Persons entitled to attend and vote at general meetings and elections of CFC are referred to as 'Voting Members' under the Club's Constitution.
- 30.2 For the purposes of the Club's Constitution, a Voting Member is a person who, at the date being 10 business days before the date of a general

meeting (if voting is to occur at the meeting) or at the date being 10 business days before the date polling opens (if voting is to occur by ballot), is:

- (a) at least 18 years of age; and
- (b) any one of:
  - (i) a Life Member;
  - (ii) a person holding a membership issued by the Club designated as an '1892' or 'Legends' membership;
  - (iii) a person holding a membership issued by the Club which entitles the person to access all home games of the Club's AFL or AFLW teams; or
  - (iv) a person holding a Collingwood Social Club add-on to any Club, AFL or MCC membership.
- 30.3 Where a general meeting or ballot is to be held on a date after the end of the most recently completed season of the relevant team, but before the start of the following season of such team, a person will be treated as a Voting Member if the person held the relevant membership for the season preceding or following that date.
- 30.4 If the definition of a Voting Member is amended in the Constitution (**Amended Definition**), the Amended Definition will replace the definition of a Voting Member in this Clause 17.

### 31 Member's Privacy

31.1 The Club's Privacy Policy available at <a href="www.collingwoodfc.com.au/privacy">www.collingwoodfc.com.au/privacy</a> sets out how a Member's personal information may be used, disclosed and accessed including for promotional and direct marketing purposes. An example of promotional and direct marketing may be the publication of your name and years of membership on our website and at Game Day. By providing your personal information you agree to such use and disclosure by CFC and agree to be bound by the CFC Privacy Policy.

# 32 Right to Vary

32.1 CFC reserves the right, in its sole discretion, to vary the Membership terms and conditions and the Members Code of Conduct from time to time without notice. Such changes will be posted on the Club Membership website and will be effective from the date of posting. To the fullest extent permitted by law, Members will have no claim against the Club due to any change made to the Membership terms and conditions.

### 33 General Disclaimers

- 33.1 These terms and conditions are governed by the laws of Victoria, and the Member unconditionally submits to the non-exclusive jurisdiction of the Courts having jurisdiction in Victoria.
- 33.2 CFC Members must adhere to all rules, policy and restrictions imposed by the venues and the AFL attended by the CFC Member when utilising their Membership including providing their bags for inspection and allowing physical security checks. All venues are smoke-free. Patrons are not permitted to bring alcohol into any venue and must adhere to strict restrictions placed on alcohol consumption in designated areas at all venues.

  Umbrellas are not permitted to be opened anywhere within viewing areas at any time on game day. Entry terms and conditions of the MCG can be

- found here: MCG Conditions of Entry and Marvel can be found here: Marvel Stadium Conditions of Entry. Ticket and Entry terms and conditions of the AFL can be found here: AFL Ticket and Entry Terms and Conditions
- 33.3 To the fullest extent permitted by law (including without limitation the Australian Consumer Law) CFC shall in no circumstance be liable to a Member for any direct or consequential losses or any loss (whether direct or indirect) arising out of the Member's purchase of or participation in CFC Membership, including without limitation from the loss or suspension of the Member's Membership or the Member's ability to attend all or any CFC game or enter a venue where a CFC game is occurring, except to the extent the loss is caused by CFC's breach of these terms and conditions, its negligence or wilful default.
- 33.4 Information set out on this website was believed to be true and correct at the time of production and CFC and it's directors and management shall not be held liability for any loss or damage arising from any inaccuracy or other defect in the information.

### 34 Further Information

If you require further information in relation to these terms and conditions, please visit membership.collingwoodfc.com.au or call the Club's Membership Services Centre on 1300 MAGPIE (1300 62 47 43) during business hours (Monday to Friday, 9:30 am – 4pm).