



CENTRAL COAST MARINERS TERMS & CONDITIONS 2010/11 SEASON

Memberships:

The completed membership application form (Form) or on-line booking and these terms (including any incorporated terms) form a legally binding contract (Agreement) between the person named on the Form or on-line booking (you) and the Central Coast Mariners Football Club (ABN 93 111 321 674) (Club). By ordering a membership of the Club you agree to the terms of this Agreement.

Definitions:

1: In this Agreement:

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

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

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

Match means a match in the Hyundai A-League in which the Club's team participates in at the date, time and venue and against the opposing team as specified on www.footballaustralia.com.au from time to time, but excludes the Finals Series and any other match, competition or tournament staged or sanctioned by FFA.

Tickets mean any ticket allocations to Matches that form part of the membership benefits.

Purchase of Membership:

2: If you are successful in your application for membership, you will receive a payment confirmation at the time of booking via your email address (if supplied). Once seating allocations have been processed you will also receive an email confirmation with your seating details. If you do not have an email a letter confirming your membership and seating details will be sent>

3: 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 is your responsibility).

4: Club reserves the right to not accept any Form in its absolute discretion.

Membership Terms:

5: All memberships are subject to the following terms and conditions:

(a) All memberships are valid for the period 1 July 2010 – 30 June 2011 and must be renewed on or before 30 June 2011 to remain current for 2010/11; and

(b) Current Members wanting to renew same seats as last season will have a specified amount of time to purchase their same seats for next season. Once this period has closed Members requiring upgrades and new Members will have their seating request processed and a seating confirmation emailed or sent.

(c) Full Mariners Membership includes; entry to 14 home games at Bluetongue Stadium, Mariners Membership Card, 2010/11 Fixture Card, Mariners Member Sticker, 2 x *Bring a Friend For Free* passes, \$10 Members Money for use at the Mariners Merchandise Marquee on game day.

Part-Season and Outrigger Membership includes, Entry to 9/5/3 home games (subject to package selection), Membership Card, 2010/11 Fixture Card, Mariners Member Sticker.

(d) Additional Member Benefits: 20% discount on all Mariners merchandise range, exclusive range of Members merchandise products, weekly e-Newsletter during the season, inclusion in members match day draw, entry into the Member only tipping competition, Reciprocal benefits with Sheffield United (ENG), Chengdu Blades (CHN) and Ferencváros (HUN) Football clubs, Priority access to Hyundai A-League Finals Series tickets (for games in which the Central Coast Mariners are participating), Membership to the FFA Football Family (email address required), FREE Club Membership to Mariners @Tuggerah (Club Tuggerah/Wyong RSL).

(e) Invitation to Member only events including, Members Day – with full squad signing session, Open training Session, Post match functions after every home game.

(f) 9 game Memberships includes: entry to 9 Mariners Hyundai A-League 2010/11 home games in the General Admission section; and

(g) 5 game Memberships includes: entry to 5 Mariners Hyundai A-League 2010/11 home games in the General Admission section; and

(h) Outrigger, is for Country, Interstate and Overseas Fans, who must reside outside of the Central Coast Region. Includes entry to any 3 Mariners A-League 2010/11 home games of your choice; and

(i) Memberships are not refundable in the event of event termination, including termination of Hyundai A-League matches, coaching clinics or any other events for the benefit of members; and

(j) Members will receive first right of refusal on renewal of membership; and

(k) Junior Memberships applies to persons 16 years or under as at 1 March 2011;

(l) Concession Memberships applies to persons on a Centrelink pension with Centrelink proof (Full Aged Pension, War Widows) and Full Time Students with a Full Time Card. Seniors Cards are **NOT** accepted;

(m) Family Memberships comprise of 2 Adult and 2 Junior Memberships (16 years and under) as at 1 March 2011, under 4 are free as long as a seat is not required.

Ticket Conditions

6: In respect of all Tickets or Membership cards you receive as part of your Membership, you must comply and must ensure that each subsequent holder of any of your Tickets/Membership Cards complies with:

(a) this Agreement;

(b) the ticketing conditions as set out on the back of the Tickets/Membership Cards; and

(c) the rules and regulations of the venue at which a Match is played, including terms of entry and any restricted or prohibited items.

7: It is an essential condition of this Agreement and of the right of admission to the Match conferred on the holder of a Ticket/Membership Card that you and each subsequent holder of the Ticket/Membership Card agree with the Club:

(a) not to resell or transfer the Ticket/Membership Card;

(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. If this condition is breached, the Club may, in addition to any other remedy and even if the holder of the Ticket/Membership Card did not have notice of the condition or the breach, deny the holder admission to the Match and retain the price of the Ticket.

8: You must comply with FFA's Code of Spectator Behavior (**available on www.footballaustralia.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.

Limitation of liability

9: (a) Nothing in this clause 9 affects your rights under the Trade Practices Act 1974 (Cth) or similar legislation under which the Club's liability may not be excluded, restricted or modified by private agreement (TPA Rights).

(b) If the Club is liable to you for any:

(i) breach by the Club of any express term of this Agreement;

(ii) breach by the Club of any term implied into this Agreement under the general law; or

(iii) any tort committed by the Club (including negligence but not including fraud),

the Club's liability to you is limited (at the Club's election) to the Club repaying any amounts paid by you under this Agreement or supplying or resupplying any Tickets/Membership Cards to which you are entitled in accordance with the terms of this Agreement.

Membership Cancellation

10: Central Coast Mariners FC reserves the right to cancel membership at any time if, in the opinion of Central Coast Mariners FC, a member engages in disruptive behavior which is deemed prejudicial, or likely to be prejudicial, to the interests or reputation to the game, Central Coast Mariners FC, Football Federation Australia, or any of their sponsors; or breaches any of the Terms and Conditions governing the event including Central Coast Mariners FC Terms & Conditions available at <http://www.ccm Mariners.com.au> and Hyundai A-League Terms of Admission available at www.footballaustralia.com.au.

Disruptive behavior may include any attempted or actual act or omission by a person that constitutes a breach of the Terms of Admission, Venue or Club Conditions of Entry or FFA Spectator Code of Behavior; or behavior that jeopardises, or has the potential to jeopardise, the safety or security of the event.

Central Coast Mariners FC reserves the right to decline any application for membership in its absolute discretion.”

Refunds and Replacements

11: Once your On-line booking or Membership Form is received by the Club you cannot cancel your membership and, without limiting clause 8, refunds and exchanges are allowed only as expressed in this Agreement.

12: Subject to your TPA 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, including due to inclement weather; or
(b) the time of, or teams participating in, a Match changes after the date you purchased your Ticket.

13: Subject to your TPA Rights:

(a) the Club is not liable to you for any loss or damage you suffer as a result of the Hyundai A-League 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.

14: If your Ticket or Membership Card is, lost, stolen, forgotten, damaged, forged or unreadable you must go to the Mariners Game Day Window and speak to a member of the Membership Department on Match Day.

Privacy Statement

15: The Club respects the privacy of the individuals on whom the Club collects uses and discloses personal information. The personal information that the Club collects on the Form is used for the purpose of processing your membership and providing you with Football related information and offers from the Club and FFA. If you do not want to receive special offers from FFA or Club's sponsors, please tick the appropriate box on the Form.

18: A copy of the full Privacy Policy is available at www.ccm Mariners.com.au. You may request access to personal information the Club holds about you by sending an email to memberships@ccmariners.com.au

General

16: 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.

17: All dates, times, participating teams and venues of Matches are as specified on www.footballaustralia.com.au from time to time and may change without notice to you.

18: This Agreement:

(a) is governed by the law applicable in the state of New South Wales and each party submits to the jurisdiction of the courts of that state; and
(b) is the entire agreement between Club and you in respect of its subject matter (subject to clause 8(a)) and supersedes any prior agreement, representation or promotional material.