

Wellington Phoenix FC - 2010/11 Membership Terms and Conditions

These terms form a legally binding contract (Agreement) between the member (you) and Century City Football Limited (operating as Wellington Phoenix FC) (Club). By ordering a membership of the Club and receiving the Membership Benefits, you agree to the terms of this Agreement.

Membership Terms

1. Wellington Phoenix FC 2009/10 Members wishing to renew their seats for 2010/11 have an exclusive renewal period until close of business on **Sunday 13 June 2010**. From **Monday 14 June 2010** any seats not renewed may be made available for purchase to upgrading/new members.
2. All prices included in the membership brochure are inclusive of GST. Prices exclude the Ticketek booking fee.
3. Dishonoured credit card payments: if a credit card payment is declined by your bank, you will be contacted regarding an alternate form of payment. If the further payment option is not successful your order will be removed from the seating allocation queue and referred to the Wellington Phoenix FC Membership Manager.
4. Dishonoured cheque payments: if a cheque is dishonoured, you will be contacted for a further form of payment. All dishonoured cheques will incur an immediate fee of \$20 as these fees are applied by the bank. If the further payment option is not successful your order will be removed from the seating allocation queue and referred to the Wellington Phoenix FC Membership Manager.
- 5 All Members must take responsibility for updating all personal details so the Wellington Phoenix FC can communicate with them. Wellington Phoenix FC hold no responsibility for member's failure to update their personal details. To update your personal details please call the Member hotline on 04 384 2457 or [through the Member online service](#).
6. You will be entitled to the Membership Benefits in the category applied and paid for. Membership does not entitle you to any other right except as expressly set out in these terms and conditions. Specifically, a membership does not entitle you to entry into Finals Series fixtures; however wherever possible you will have priority booking rights for such fixtures. Membership does not give you any rights to attend or vote in any meeting of the Club or to participate in any dividend entitlement of any nature whatsoever.
7. Memberships expire on 31 March in each year. You will receive first right to renew your membership. Memberships are not transferable. Seat locations are subject to availability and will be determined at the time of purchase.
8. Child memberships (and the child component of family memberships) apply to persons 16 years or younger as at the time of purchasing their membership. Family memberships comprise of 2 adult and 2 child memberships or 1 adult and 3 child memberships. Concession memberships are only available to renewing concession members and apply to New Zealand super-annuitants with a NZ Super Card. Students are tertiary or secondary students with Student ID. Proof of eligibility for child and concession memberships **MUST** be available for display on entry into the ground, at point of sale and point of collection or memberships and/or game day tickets can be cancelled.
9. Home games played away from Westpac Stadium, Wellington. Members are entitled to attend any homes games played away from Westpac Stadium without having to pay for entry into the match. For any Wellington Phoenix home games played away from Westpac Stadium we will attempt to reserve members seating at an equivalent level to those they have at Westpac Stadium. However, because the stadiums are of different design, identical seating cannot be guaranteed.

Ticket Conditions

10. . 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) this Agreement; (b) the ticketing conditions as set out on the back of the Tickets; and (c) the rules and regulations of Westpac Stadium, including terms of entry and any restricted or prohibited items.

11. You agree with the Club: (a) not to resell or transfer the Ticket at a premium; (b) not to use Tickets 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 Tickets 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 any Match or Matches and retain the price of the Ticket.

12. You must comply with FFA's Code of Spectator Behavior (available on www.footbballaustralia.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. If you are expelled from the venue, you will not be entitled to a refund on any part of your membership.

13. The Club reserves the right to cancel membership at any time if, in the opinion of the Club, you engage in any unbecoming conduct which is prejudicial, or likely to be prejudicial, to the interests or reputation of football, the Club, FFA or any of their sponsors. If your membership is cancelled due to conduct, you will not be entitled to a refund on any part of your membership.

Limitation of liability

14. Nothing in this clause affects your rights under the Consumer Guarantees Act 1993 or similar legislation under which the Club's liability may not be excluded, restricted or modified by private agreement (Consumer Rights).

15. If the Club is liable to you for any: (a) breach by the Club of any express term of this Agreement; (b) breach by the Club of any term implied into this Agreement under the general law; or (c) any tort committed by the Club (including negligence but not including fraud), the Club's liability to you is limited (at the Club's election) to the Club repaying any amounts paid by you under this Agreement or supplying or resupplying any Tickets to which you are entitled in accordance with the terms of this Agreement.

16. Subject to your Consumer 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.

Cancellation, Refunds and Replacements

17. Once your membership application is submitted to the Club you cannot cancel your membership and, refunds and exchanges are allowed only as expressed in this Agreement.

18. The Club's use of Westpac Stadium is subject to priority access rights of rugby, cricket and certain special events (Priority Venue Rights). The Club's A-League home games have been scheduled to minimise the prospect of Matches being cancelled as a result of the Priority Venue Rights, however you acknowledge that all Matches are subject to cancellation or rescheduling to another date or venue due to third parties exercising the Priority Venue Rights.



19. If a Match is cancelled and cannot be rescheduled, the Club will refund the Discounted Value of the Ticket. If a Match is cancelled and rescheduled to a venue outside of Wellington, the Club will refund the Discounted Value of the Ticket or (if you elect) exchange your Ticket for a ticket of the same or lower face value to the rescheduled Match. Any refund or exchange entitlement must be applied for in accordance with instructions and time frames issued by the Club and/or its ticketing agent from time to time.

20. Subject to your Consumer Rights, you cannot obtain a refund or exchange your Ticket if: (a) the date or time of, or teams participating in, a Match changes after the date you purchased your Ticket; (b) the Match is rescheduled to another venue in Wellington; or (c) after a Match has started it is cancelled for any reason.

21. You will bear the prevailing replacement fee(s) for the replacement of a lost, stolen or damaged Ticket.

Privacy Statement

22. The Club respects the privacy of the individuals on whom the Club collects, uses and discloses personal information. Any personal information provided by a Member is stored securely and held by the Club and ticketing agent, Ticketek New Zealand Limited.

23. The personal information that the Club collects about you is used for the purpose of processing your membership and providing you with football related information from the Club and FFA. Unless you elect otherwise, you agree to the disclosure of personal information about your membership to the Club's sponsors, FFA and FFA's sponsors and that you may be contacted by such persons during the life of the membership with special offers and promotional information about their services and products.

24. You may access any personal information held by the Club about you, and correct any information that may be incorrect. A copy of the Club's full privacy policy is available at www.wellingtonphoenix.com. You may direct any questions or concerns about how the Club may collect, use or store your personal information to enquiries@wellingtonphoenix.com.

General

25. 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 if you can demonstrate proof of purchase and identity acceptable to the Club.

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

27. This Agreement: (a) is governed by the law applicable in New Zealand and each party submits to the jurisdiction of the New Zealand Courts; and (b) is the entire agreement between Club and you in respect of its subject matter and supersedes any prior agreement, representation or promotional material.

28. All details outlined in the Frequently Asked Questions form part of the Terms and Conditions.

Definitions

In this Agreement:

Discounted Value means the price paid for the membership divided by 14 and excluding booking and transaction fees.



FFA means Football Federation Australia Limited, which is the national governing body of Football in Australia.

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

Match means a match in the Hyundai A-League in which Wellington Phoenix FC 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.

Member Benefits mean Wellington Phoenix FC plastic members card, access to members events, player of the year voting rights, priority rights to purchase tickets to any finals series match at Westpac Stadium and

(a) Gold Members: season ticket to all Wellington Phoenix FC regular season Matches played at Westpac Stadium, in a premium seat of your choice, or a nominated reserved seat at any other ground deemed as a Wellington Phoenix FC home match;

(b) Silver Members: season ticket to all Wellington Phoenix FC regular season Matches played at Westpac Stadium in a standard seat of your choice, or a nominated reserved seat at any other ground deemed as a Wellington Phoenix FC home match;

(c) Phoenix Members: access to the Phoenix Lounge 60 minutes prior, during and 20 minutes after each of all the Wellington Phoenix FC regular season Matches played at Westpac Stadium, access to limited seating in front of the Phoenix lounge (subject to availability), plus season ticket in your choice of premium or standard seating, or a nominated reserved seat at any other ground deemed as a Wellington Phoenix FC home match.

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

