

PERTH HEAT MEMBERSHIP - TERMS & CONDITIONS

THESE TERMS FORM A LEGALLY BINDING CONTRACT BETWEEN MEMBER AND THE PERTH HEAT (PERTH HEAT). BY PURCHASING A PERTH HEAT MEMBERSHIP YOU AGREE TO THE TERMS OF THIS AGREEMENT.

Perth Heat reserves the right to change all or any of the package details enclosed in the Membership season 2019/20 brochure, collateral, website and accompanying application forms, including changing allocated and general admission seating. PERTH HEAT reserves the right to cancel Membership at any time if, in the opinion of PERTH HEAT, a Member engages in any unbecoming conduct which is prejudicial, or likely to be prejudicial, to the interests or reputation to the game, PERTH HEAT, Baseball WA, the Australian Baseball League (ABL), the Australian Baseball Federation or any of their sponsors. PERTH HEAT reserves the right to not accept any application for Membership in its absolute discretion. Once an application for Membership is sent to Perth Heat you will receive a confirmation email to the address indicated in your application and your Membership purchase is final and cannot be cancelled for any reason during the purchased season.

Concession Membership applies to Australian Aged Pension, Seniors Card, Disability Pension card (carer is admitted free of charge with purchase of wheelchair seating only). PERTH HEAT accepts the Companion card and Full time Tertiary students with Student ID. Proof of eligibility for child and concession Membership MUST be available for display on entry into the venue, at point of sale and point of collection or season tickets and/or game day tickets can be cancelled.

Cancellation and refund policies

- Once your Membership application is submitted to Perth Heat you cannot cancel your Membership. Exchanges are allowable in situations where incorrect purchase has occurred and is subject to category availability.
- 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.
- 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.
- Perth Heat's use of Perth Harley-Davidson Ballpark is subject to the terms of the venue agreement between Perth Heat and Perth Harley-Davidson Ballpark. Perth Heat's ABL home games have been scheduled to minimise the prospect of Matches being cancelled however you acknowledge that all Matches are subject to cancellation or rescheduling to another date, at any time and for any reason.
- 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 Perth; or (c) after a Match has started it is cancelled for any reason.
- Subject to Trade Practices Act (TPA):
 - a. Perth Heat is not liable to you for any loss or damage you suffer as a result of the Australian Baseball League or any Match being cancelled, postponed or changed; and Perth Heat is not liable to you for any loss or

damage you suffer as a result of the Australian Baseball League or any Match being cancelled, postponed or changed; and

b. Perth Heat disclaims the existence of any common law duty of care to you and any holder of the ticket.

- Perth Heat will not replace your Ticket, if lost, stolen, forgotten, damaged, forged or unreadable.
- You will bear the prevailing replacement fee(s) for the replacement of a lost, stolen or damaged Ticket.
- Perth Heat reserves the right to cancel a Membership at any time if, in the opinion of Perth Heat, a Member engages in Disruptive Behaviour.
- Perth Heat reserves the right to immediately cancel or suspend a Membership at any time if, in the opinion of Perth Heat, a Member engages in the misuse of their season ticket/Membership card.
- PERTH HEAT reserves the right to cancel the Membership without notice to the Member, with all rights forfeited by the Member with no refund given for any payments made. If a payment is missed for whatever reason, you may be charged additional instalments at the next scheduled payment dates to catch up your payments.
- Members outside of Australia will need to pay additional postage charges for the members pack if they are unable to provide an Australia address. Postage charge is determined by country of the postal address.
- Perth Heat reserves the right to charge a \$10 replacement fee for lost, stolen or damaged Membership cards.
- Perth Heat reserves the right to charge a \$10 Admin fee for the issuing of lost card/lost ticket voucher and ID must be presented for verification on receipt of the voucher

Perth Heat uses Tickets.com as a ticketing supplier. In respect of all Tickets you receive as part of your season ticket or club 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 Perth Harley-Davidson Ballpark, including terms of entry and any restricted or prohibited items.

You agree with Perth Heat: (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 Perth Heat's prior written consent. If this condition is breached, Perth Heat 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.

You must comply with the Perth Harley-Davidson Ballpark venue rules and regulation 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 season ticket or membership.

Perth Heat reserves the right to cancel any season ticket or Club Membership at any time if, in the opinion of Perth Heat, you engage in any disruptive behaviour which is prejudicial, or likely

to be prejudicial, to the interests or reputation of baseball, Perth Heat, ABL or any of their sponsors. If your season ticket or Club Membership is cancelled due to conduct, you will not be entitled to any refund. Disruptive behaviour may include any attempted or actual act or omission by a person that constitutes a breach of the Terms of Admission, Stadium Conditions of Entry or Spectator Code of Behaviour; or behaviour that jeopardises, or has the potential to jeopardise, the safety or security.

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

If Perth Heat is liable to you for any: (a) breach by Perth Heat of any express term of this Agreement; (b) breach by Perth Heat of any term implied into this Agreement under the general law; or (c) any tort committed by Perth Heat (including negligence but not including fraud), Perth Heat's liability to you is limited (at Perth Heat's election) to Perth Heat 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.

Subject to your Consumer Rights, (a) Perth Heat is not liable to you for any loss or damage you suffer as a result of the Australian Baseball League or any Match being cancelled, postponed or changed; and (b) Perth Heat disclaims the existence of any common law duty of care to you and any holder of the Ticket. Cancellation, Refunds and Replacements.

Once your Season Ticket or Club Membership application is submitted to Perth Heat you cannot cancel your season ticket or Club Membership and refunds and exchanges are allowed only as expressed in this Agreement.

Perth Heat's use of Perth Harley-Davidson Ballpark is subject to priority access rights of rugby, and certain special events (Priority Venue Rights). Perth Heat'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.

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.

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

Perth Heat 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 Perth Heat.

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

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

