

## SUNSHINE COAST LIGHTNING 2019 MEMBER TERMS AND CONDITIONS

### **1. Introduction**

In these terms and conditions, "Sunshine Coast Lightning" or the "Club" means Sunshine Coast Lightning Pty Ltd (ABN 42 615 073 017).

These terms and conditions apply to each person ("you" or "your") who applies to become a member of Sunshine Coast Lightning in respect of the 2019 Suncorp Super Netball Season ("Season"). By applying to become a member of Sunshine Coast Lightning, you agree to comply with these terms and conditions.

### **2. 2019 membership applications**

Membership applications for the 2019 Season can be made either online or by calling the Membership Department on 1300LIGHTNING.

Sunshine Coast Lightning reserves the right to refuse any application for membership for any or no reason whatsoever. Sunshine Coast Lightning will not process any application that is incomplete. It is your responsibility to ensure your application is complete and accurate. If you are in doubt, please contact the Membership Department on 1300LIGHTNING.

You warrant that the information you provide to Sunshine Coast Lightning in connection with your application is complete and accurate.

You are responsible for ensuring that all personal details (including payment details) you provide to Sunshine Coast Lightning are kept up to date. Sunshine Coast Lightning accepts no responsibility for any consequences that flow from your failure to keep your personal details up to date. You can update your personal details via email to [hello@sunshinecoastlightning.com.au](mailto:hello@sunshinecoastlightning.com.au) or by phoning the Membership Department on 1300LIGHTNING.

Sunshine Coast Lightning makes no guarantee that every application for membership will be processed or accepted.

### **3. Member Code of Conduct**

It is a condition of membership that you comply with the Sunshine Coast Lightning Member Code of Conduct at all times while attending any Sunshine Coast Lightning event, function or game. The Member Code of Conduct can be accessed at <http://www.sunshinecoastlightning.com.au> or by phoning 1300LIGHTNING.

Any failure to comply with the Member Code of Conduct may result in the immediate suspension or cancellation of your membership at Sunshine Coast Lightning's sole discretion.

You will not be entitled to any refund if your membership is suspended or cancelled in these circumstances.

### **4. Your privacy**

Your privacy is important to Sunshine Coast Lightning. The Club collects, holds and uses personal information in accordance with our privacy policy which you can access at <http://www.sunshinecoastlightning.com.au/privacy-policy>. A copy of the privacy policy can also be obtained by contacting the Membership Department via email on [hello@sunshinecoastlightning.com.au](mailto:hello@sunshinecoastlightning.com.au) or by phoning 1300LIGHTNING.

You may access your personal information held by Sunshine Coast Lightning by phoning 1300LIGHTNING.

## **5. Sponsor products and services**

Any products and services offered in any sponsor promotional material are not offered by Sunshine Coast Lightning. Sunshine Coast Lightning does not accept liability for any product or service referred to in such material and, to the maximum extent permitted by law, Sunshine Coast Lightning excludes all liability with respect to such products and services.

## **6. Frequently asked questions**

All details set out in the Frequently Asked Questions section of the Sunshine Coast Lightning website, (<http://www.sunshinecoastlightning.com.au/#faq>), form part of these terms and conditions. If there is any inconsistency between these terms and conditions and the FAQ section, these terms and conditions will prevail to the extent of the inconsistency.

## **7. Transfer of membership rights**

Any person who you allow to use your membership rights (transferee) is also bound by these terms and conditions. You must ensure that any such person is aware of, and fully complies with, these terms and conditions. Any failure by any transferee to comply with these terms and conditions may lead to your membership being suspended or cancelled.

## **8. Membership classifications**

There are 2 different membership classifications as outline below:

Individual Membership -There is one single rate for adults, concession holders and juniors.

Family Membership- Family packages represent 2 Adults and 2 Juniors or 1 Adult and 3 Juniors (Junior must be under 15 years on January 1, 2019).

## **9. Membership entitlements**

### **Entitlements**

The entitlements of each person accepted as a member in respect of the Season are limited to the entitlements set out in the 2019 membership website/collateral. Sunshine Coast Lightning will endeavour to deliver these entitlements (eg, lanyard, hat, etc) to eligible members but you acknowledge that in some instances an alternative product determined by Sunshine Coast Lightning in its sole discretion may be provided for instances where stocks are exhausted.

Sunshine Coast Lightning may introduce new promotions and offers to members from time to time. Any member who has purchased any membership or other item prior to these offers will not be able to request a refund for membership.

### **No voting rights or ownership entitlement**

Membership of Sunshine Coast Lightning should not be mistaken for membership in the sense of being a shareholder or equity holder in Sunshine Coast Lightning. You acknowledge and agree that membership does not give you any entitlement to attend, participate or vote at meetings or any other form of ownership interest or right whatsoever in respect of the Club.

### **Timing of entitlements**

Due to the timing of some entitlements such as pre-season matches and functions early in the Season, if you become a member after the start of the Season you acknowledge that you may not receive all the listed benefits applicable to your membership package and you will not be entitled to any refund or other compensation for any benefits foregone.

### **Events**

Information and details of relevant Sunshine Coast Lightning events will be communicated to members via email and/or the Sunshine Coast Lightning website. Some events may not be able to be confirmed until after memberships are issued due to fixturing and other considerations. Sunshine Coast Lightning, its related entities and their respective officers, employees and agents will not be liable for any injury, loss or damage you sustain in connection with your attendance at any Club events.

### **Licence to use image**

You authorise Sunshine Coast Lightning and its agents to use and reproduce any photographs, video imagery or audio clips taken of you taken at any Sunshine Coast Lightning event, function or game for the purposes of Club communication material. This may include, but is not limited to, the Club website, member publications and annual reports.

### **Merchandise**

Each current season member is entitled to 10% off full price merchandise from the official Sunshine Coast Lightning online store and also upon presentation of a current membership card at game day outlets. The discount expires on **15<sup>th</sup> September 2019**.

### **Membership packs**

Membership Packs will start to be dispatched weekly to our Members from the **8<sup>th</sup> March 2019**. You can expect your pack to arrive within one to two weeks of the dispatch date.

If you are giving Membership as a gift, please call our Membership Team on 1300 544 486 and we will be able to provide a gift certificate.

### **Membership cards**

Membership cards will be mailed out as soon as practicable after your application has been processed.

If you lose your membership card, a membership card replacement fee of \$25 will be charged. Replacement membership cards will be mailed out to you and cannot be issued on game day.

## **10. Ticketing**

### **Regular season ticketing**

Platinum members will have the same allocated seat for all 6 Home Games during the 2019 season.

Gold membership does not include entry to any Suncorp Super Netball Games. They will have access to purchasing a guaranteed ticket for all Sunshine Coast Lightning home games played at USC Sports Stadium.

Supporter Plus membership does not include entry to any Suncorp Super Netball games. They will have access to the member exclusive ticket pre-sale period for all Sunshine Coast Lightning home games played at USC Sports Stadium.

Supporter memberships does not include entry to any Suncorp Super Netball Games. Supporter membership will not have access to the exclusive pre-sale window; they will be able to utilise their member discount for tickets in the General Public Window Sale.

### **Finals ticketing**

Members will receive priority access to weeks 1 and 2 of the Suncorp Super Netball Finals Series for matches in which Sunshine Coast Lightning participates. Due to the limited number of tickets available for any final, members acknowledge that the allocation of tickets is at the ultimate discretion of Netball Australia. For any finals played at USC Sports Stadium, all seating plans are at the discretion of Netball Australia.

### **11. Payment of membership fees, including payment plans**

Payment of membership fees advertised by Sunshine Coast Lightning are inclusive of GST unless otherwise stated.

Membership does not give guaranteed access to game tickets and as such, members will not be entitled to a refund of membership fees if they are unable to purchase game tickets.

Membership applications which are received and/or processed after the first home game of the Season will not be sold on a pro-rata basis and will be charged at the full price listed in the 2019 Sunshine Coast Lightning membership website/collateral.

Membership applications will be processed as received and cannot be withdrawn once submitted.

Payments will be processed immediately upon signing up as a Sunshine Coast Lightning member unless the Payment Plan option is selected (see further below – Supporter, Supporter Plus, Gold or Platinum members only).

### **Automatic renewal of membership (Pledge Lightning)**

a) When you pay your membership fees by credit or debit card, you authorise Sunshine Coast Lightning to renew your membership each season into the same package (or a reasonably comparable package), and to charge the applicable membership fees to the credit or debit card used to purchase your previous membership, unless you elect to opt out of the automatic membership renewal option.

b) You acknowledge that membership fees may increase from season to season. The Club will provide reasonable notice via email of any changes in the price of your next season's membership.

c) The Club will contact you via email prior to processing the automatic renewal. If you do not wish for your membership to roll over into the following season, you will be required to opt out in writing before the specified cut-off date.

d) If you do not notify the Club that you do not wish to roll over your membership during this period, you will be taken to have agreed to your membership being rolled over.

e) It is your responsibility to ensure that your contact details are up-to-date (including email address and phone number) and notify Sunshine Coast Lightning of any changes via email on

hello@sunshinecoastlightning.com.au or by phoning the Membership Services Centre on 1300LIGHTNING

### **Payment Plan**

- a) The Club's Payment Plan is available for Supporter, Supporter Plus, Gold and Platinum Members only. The Payment Plan enables you to spread the cost of membership in monthly instalments.
- b) Monthly payments will be deducted in equal instalments, with the first payment deducted immediately on membership application, and then monthly (Beginning January 2019) on the 12<sup>th</sup> day of each subsequent month (or next business day if the nominated date is a weekend or public holiday), with all monthly payments concluded by 12<sup>th</sup> May 2019.
- c) You must ensure that the credit or debit card account details you have provided are correct and agree to notify Sunshine Coast Lightning immediately should the expiry date change before 12<sup>th</sup> May 2019. You must also ensure that you have sufficient clear funds available on your nominated credit or debit card on each scheduled monthly payment date.
- d) If your monthly payment is returned or dishonoured by your financial institution, Sunshine Coast Lightning will contact you to request immediate payment. Any fees levied to you by your financial institution will be payable by you. Payments that decline may also be recharged an additional processing fee by the club of \$10 per default per account.
- e) Sunshine Coast Lightning may suspend or cancel your membership if, on two consecutive occasions, your instalment is dishonoured by your financial institution. The Club will notify you if we suspend or cancel your Payment Plan arrangement. Your membership can be reinstated upon payment of overdue amounts and resumption of regular debits. This will incur a \$10 fee. Please note that at least two business days will be needed to reinstate your membership once payment is received. If payment is not received when due, Sunshine Coast Lightning may pass the debt onto a debt collection agency for recovery and/or suspend or cancel your membership.
- f) Members who default on their monthly payments in any year may not be offered the Payment Plan as a method of payment in the future. This decision will be at the sole discretion of Sunshine Coast Lightning.
- g) If your membership is suspended or cancelled, your membership barcode will be blocked, and you will not be able to gain access to the benefits of membership, nor will your membership be renewed for the following season.
- h) If you wish to change your nominated credit or debit card from which payments are deducted at any time, you will need to contact the Membership Department via email on hello@sunshinecoastlightning.com.au or by phoning 1300LIGHTNING
- i) If you believe that a charge to your credit or debit card has been initiated incorrectly, please contact the Membership Services Centre via email on hello@sunshinecoastlightning.com.au or by phoning 1300LIGHTNING.

### **Refunds**

The Club may consider any refund request received in writing before 31 March 2019 where exceptional circumstances exist. Sunshine Coast Lightning may (but is not obliged to) agree to issue How can hello@sunshinecoastlightning.com.au Cancellation fees may apply.

## **12. General terms and conditions**

Sunshine Coast Lightning may amend these terms and conditions at any time. Any such changes will be notified to you via the Club's website at [www.sunshinecoastlightning.com.au](http://www.sunshinecoastlightning.com.au) and will be effective from the time they are published. Any failure by Sunshine Coast Lightning to insist on strict compliance with these terms and conditions will not constitute a variation or waiver of these terms and conditions. These terms and conditions, and any contract between you and Sunshine Coast Lightning of which these terms and conditions form part, are governed by the laws of Queensland.