

## 2021-22 PERTH LYNX MEMBERSHIP TERMS AND CONDITIONS

All 2021-21 Perth Lynx memberships are subject to the following terms and conditions:

### 1. Purchase of Membership

**1.1** Members may choose to purchase their Perth Lynx membership either online, over the phone or in person.

**1.2** After processing, the Perth Lynx will issue you an Order Confirmation via email once the membership has been processed. You must have a valid primary email address attached to your membership account to receive your Order Confirmation.

**1.3** Memberships purchased after the first home game will be charged at the prices listed on the 2021-22 Perth Lynx Membership site and will not be sold on a pro-rata basis unless advertised.

**1.4** The Perth Lynx reserve its right not to accept any Membership application in its absolute discretion.

**1.5** Subject to applicable law, once your Membership has been processed you are not entitled to a refund. You may request a refund in writing (email or post) and your request will be assessed by Perth Lynx Management. Any refunds (whole or partial) will be at the sole discretion of the Perth Lynx Management.

### 2. New Memberships

**2.1** New Members joining in 2021-22 will be charged New Member prices as outlined on the Membership website.

### 3. Prices

**3.1** All Prices include GST and any applicable WNBL fees or levies.

### 4. Membership Classifications

**4.1** Family Memberships are available for two adults and two juniors (16 years or under)

**4.2** To be eligible for a Junior Membership, the applicant must be 16 years of age or younger as of 1 October 2021.

### 5. Payment

**5.1** Members may pay in full via VISA, Mastercard, American Express or EFTPOS.

### 6. Transfer of Membership Cards

**6.1** Perth Lynx Members can transfer their membership to a family member or friend providing that individual is at the equivalent level of entry. Junior Members who transfer their tickets to an adult will be refused entry into the venue.

## 7. Membership On-selling

**7.1** Perth Lynx Membership cards may not, without prior written consent of the Perth Lynx, be on-sold (including via on-line auction sites) either by the original purchaser or any subsequent bearer.

**7.2** Perth Lynx Membership cards may not, without prior written consent of the Perth Lynx, be used for commercial purposes (including advertising, promotion, competitions and trade promotions) or to enhance the demand for other goods or services, either by the original purchaser or subsequent bearer.

**7.3** The Perth Lynx bear the right to cancel without refund, any ticket which is deemed to be in breach of conditions 7.1 or 7.2. The bearer of the ticket may subsequently be refused admission. Further penalties will apply (including cancellation of any offending member's Perth Lynx Membership without a refund).

**7.4** Members should be aware that there is legislation in WA relating to the resale of tickets and breach of these laws may attract criminal penalties.

## 8. Membership Seating

**8.1** All seating categories are subject to venue capacity.

**8.2** The Perth Lynx are unable to guarantee access to purchase tickets to games once the venue has reached crowd capacity.

## 9. Finals Ticketing

**9.1** Finals tickets are not included in memberships.

**9.2** Should the Perth Lynx qualify to play in the 2021-22 WNBL Finals Series, all members will receive exclusive access to purchase tickets to home games via designated pre-sale periods.

**9.3** The pre-sale information will be communicated upon confirmation of Perth Lynx' qualification to play finals.

**9.4** Finals tickets are to be purchased through the venue's ticketing agency, and the agency will also be responsible for all distribution of tickets.

## 10. Membership Cards

**10.1** Membership cards will be emailed and posted 2 weeks prior to the start of the season. If a member has not received a card within this time frame please contact the Perth Lynx on 6272 0741

**10.2** Membership cards will be sent to the email of the Membership Account Holder at the time of fulfilment. The Perth Lynx hold no responsibility for Membership Packs sent to an incorrect address as a result of the Member's failure to update their personal details.

## **11. Membership Communications**

**11.1** By purchasing a Membership, you agree to be added to Perth Lynx electronic database and to receive information relating to the Perth Lynx; be contacted by Perth Lynx regarding any services, offers or special promotions that are associated with, endorsed or approved by the Perth Lynx.

**11.2** By purchasing a Perth Lynx Membership, you agree for the Perth Lynx to disclose your information to third parties associated with Perth Lynx so they can contact you about their services, offers or special promotions.

**11.3** Should a Member not wish to receive any communications from the Perth Lynx or third parties associates of the Perth Lynx, Members must notify Perth Lynx in writing via either post or email where you must specify that you want to cease receiving information from the Perth Lynx and/or any third parties associated with the Perth Lynx.

## **12. Members Personal Details for Communication**

**12.1** All Members must take responsibility for updating their personal details so the Perth Lynx can communicate with them effectively.

**12.2** The Perth Lynx hold no responsibility for a Member's failure to update their personal details.

## **13. Member Behaviour**

**13.1** Whilst passionately supporting any club is a vital part of sport, offensive or aggressive behaviour (including yelling and swearing when dealing with Perth Lynx staff, agents or WNBL or other event staff) will not be tolerated. All Members are expected to uphold the Perth Lynx Member Code of Conduct and failure to comply can result in immediate cancellation of Membership (without refund or compensation).

**13.2** The Perth Lynx reserve the right to suspend/cancel a Membership of any Member who behaves in a manner that is deemed inappropriate by the Club. The Perth Lynx have the right to decide what is considered inappropriate conduct. The member has no right to object or appeal against any decision made by the Perth Lynx to suspend or cancel a membership as a consequence of acting in a manner the Perth Lynx consider is inappropriate.

## **14. Members Bound By Terms and Conditions**

**14.1** Any individual who utilises a Member's Membership rights is bound by the Terms and Conditions of Membership, and the Member is obliged to inform such persons of these Terms and Conditions.

**14.2** The Perth Lynx may at any time vary these terms and conditions. The Perth Lynx will communicate any change to its Membership terms and conditions via the Club website. Members will have no claim against the Perth Lynx by reason of any change made by the terms and conditions of Perth Lynx Membership.

## **15. Venue Rules**

**17.1** Perth Lynx Members must adhere to all rules and restrictions imposed by the venues attended.

## **16. Cancellation Policy and Refunds**

**16.1** The Perth Lynx reserve its' right to cancel a Member's Membership without a refund where that Member is deemed by the Perth Lynx to have breached these terms and conditions.

**16.2** Perth Lynx memberships are non-refundable.

## **17. Errors and Omissions**

**17.1** While every care is taken by the Perth Lynx to ensure that the most accurate information is presented on the website, including pricing, there may be some rare occasions where the information presented is incorrect. Accordingly, to the extent available at law, the Perth Lynx reserves the absolute right to not process any memberships that may have been obtained with the wrong information.

**17.2** Before the Perth Lynx can exercise this right, Perth Lynx must notify the affected person of the errors or omissions together with all necessary information to evidence that the information contained on the website is incorrect.

## **18. Privacy and Promotions**

**18.1** As a Perth Lynx Member you have the opportunity to be provided with promotional offers from sponsors and partners. This also includes potential pre-sale offers from the Women's National Basketball League (WNBL) and sponsors.

**18.2** You consent to the Perth Lynx providing personal information you have provided to the Perth Lynx (excluding any details related to methods of payment) to our sponsors for the purpose of our sponsors providing you with details of offers that may be of interest to you.

**18.3** If you would prefer not to receive marketing or promotional material, please call the Perth Lynx Membership Team on 6272 0741 to have your details removed from all future marketing and promotional databases.

**18.4** Your privacy is important to the Perth Lynx and there are procedures in place to ensure that your information remains confidential. We are mindful that your personal details are private and as such we will only disclose your information in accordance with the Privacy Act 1988.

**18.5** Any information disclosed about a membership account can only be done with the Primary Account Holder. If a Secondary Account Holder wishes to become a Primary Account Holder, the existing Primary Account Holder must submit written confirmation to release them. This may only be done during the renewal process for the following season.

## **19. Other Terms**

**19.1** You indemnify the Perth Lynx against all losses, costs, damages and liability that we suffer as a result of you giving incorrect or false information in your application. Your indemnity extends and covers all changes you make to your Membership application and continues after this Agreement has ended.

**For further information relating to these terms and conditions, please contact the Perth Lynx at [wnbl@basketballwa.asn.au](mailto:wnbl@basketballwa.asn.au)**

