

## **2020-21 BRYDENS SYDNEY UNI FLAMES MEMBERSHIP TERMS AND CONDITIONS**

All 2020-21 Brydens Sydney Uni Flames memberships are subject to the following terms and conditions:

### **1. Purchase of Membership**

**1.1** Members may choose to join or renew their Brydens Sydney Uni Flames Membership either online, over the phone, in person or via renewal form in the post.

**1.2** After submitting an application or renewal for membership(s) and payment of Membership Fee, the Brydens Sydney Uni Flames 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 2020-21 Brydens Sydney Uni Flames Membership site and will not be sold on a pro-rata basis unless advertised.

**1.4** The Brydens Sydney Uni Flames reserve its right not to accept any Membership application form 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 Brydens Sydney Uni Flames Management. Any refunds (whole or partial) will be at the sole discretion of the Brydens Sydney Uni Flames Management.

### **2. Renewing Memberships**

**2.1** A Renewing Member is classified as anyone who held a 2019-20 Brydens Sydney Uni Flames Membership and purchased 2020-21 Membership prior to the start of the season.

### **3. New Memberships**

**3.1** New Members joining in 2020-21 will be charged New Member prices as outlined on the Membership website.

**3.2** A New Member is classified as a person who did not hold a Brydens Sydney Uni Flames Membership during the 2019-20 season.

### **4. Prices**

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

### **5. Membership Classifications and Concessions**

**5.1** Family Memberships are available for two adults and two juniors (see 5.2 for definition of a junior).

**5.2** To be eligible for a Junior Membership, the applicant must be 16 years of age or younger as of 1 October 2020.

## **6. Payment**

**6.1** Members may pay in full via VISA, Mastercard, American Express, Cheque, Money Order or EFTPOS.

**6.2** If a cheque is dishonoured, you will be contacted for an alternate form of payment. Dishonoured cheques may incur an immediate fee applied by the bank. Any fees levied to you by your financial institution will be payable by you.

## **7. Transfer of Membership Cards**

**7.1** Brydens Sydney Uni Flames Members can transfer their membership to a family member or friend providing that individual is at the equivalent level of entry. Concession and Junior Members who transfer their tickets to an adult will be refused entry into the venue.

## **8. Membership On-selling**

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

**8.2** Brydens Sydney Uni Flames Membership cards may not, without prior written consent of the Brydens Sydney Uni Flames, 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.

**8.3** The Brydens Sydney Uni Flames bear the right to cancel without refund, any ticket which is deemed to be in breach of conditions 8.1 or 8.2. The bearer of the ticket may subsequently be refused admission. Further penalties will apply (including cancellation of any offending member's Brydens Sydney Uni Flames Membership without a refund).

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

## **9. Membership Seating**

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

**9.2** Brydens Sydney Uni Flames members will be provided with the opportunity to purchase tickets to games played in the North Queensland Hub. The Brydens Sydney Uni Flames are unable to guarantee access to purchase tickets to games once the venue has reached crowd capacity.

## **10. Finals Ticketing**

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

**10.2** Should the Brydens Sydney Uni Flames qualify to play in the 2020-21 WNBL Finals Series, all members will receive exclusive access to purchase tickets to home games via designated pre-sale periods.

**10.3** The pre-sale information will be communicated upon confirmation of Brydens Sydney Uni Flames' qualification to play finals.

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

## **11. Digital Membership Cards**

**11.1** Membership cards will be emailed prior to the start of the season. If a member has not received a card within this time frame please contact the Brydens Sydney Uni Flames on 1300 KINGS1.

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

## **12. Membership Communications**

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

**12.2** By purchasing a Brydens Sydney Uni Flames Membership, you agree for the Brydens Sydney Uni Flames to disclose your information to third parties associated with Brydens Sydney Uni Flames so they can contact you about their services, offers or special promotions.

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

## **13. Telephone and Online Renewals**

**13.1** Members may renew their Brydens Sydney Uni Flames Membership over the telephone or online. By renewing over the telephone or online, you accept these terms and conditions of Brydens Sydney Uni Flames Membership (as amended from time to time by the Brydens Sydney Uni Flames).

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

**14.1** All Members must take responsibility for updating their personal details so the Brydens Sydney Uni Flames can communicate with them effectively.

**14.2** The Brydens Sydney Uni Flames hold no responsibility for a Member's failure to update their personal details.

## **15. Member Behaviour**

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

**15.2** The Brydens Sydney Uni Flames reserve the right to suspend/cancel a Membership of any Member who behaves in a manner that is deemed inappropriate by the Club. The Brydens Sydney Uni Flames 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 Brydens Sydney Uni Flames to suspend or cancel a membership as a consequence of acting in a manner the Brydens Sydney Uni Flames consider is inappropriate.

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

**16.1** 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.

**16.2** The Brydens Sydney Uni Flames may at any time vary these terms and conditions. The Brydens Sydney Uni Flames will communicate any change to its Membership terms and conditions via the Club website. Members will have no claim against the Brydens Sydney Uni Flames by reason of any change made by the terms and conditions of Brydens Sydney Uni Flames Membership.

## **17. Venue Rules**

**17.1** Brydens Sydney Uni Flames Members must adhere to all rules and restrictions imposed by the venues attended.

## **18. Cancellation Policy and Refunds**

**18.1** The Brydens Sydney Uni Flames reserve its' right to cancel a Member's Membership without a refund where that Member is deemed by the Brydens Sydney Uni Flames to have breached these terms and conditions.

**18.2** Brydens Sydney Uni Flames memberships are non-refundable.

## **19. Errors and Omissions**

**19.1** While every care is taken by the Brydens Sydney Uni Flames 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 Brydens Sydney Uni Flames reserves the absolute right to not process any memberships that may have been obtained with the wrong information.

**19.2** Before the Brydens Sydney Uni Flames can exercise this right, Brydens Sydney Uni Flames 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.

## **20. Privacy and Promotions**

**20.1** As a Brydens Sydney Uni Flames Member you have the opportunity to be provided with promotional offers from sponsors and partners. This also includes potential pre-sale offers from the National Basketball League (WNBL), Total Sport and Entertainment (TSE) or Ticketek.

**20.2** You consent to the Brydens Sydney Uni Flames providing personal information you have provided to the Brydens Sydney Uni Flames (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.

**20.3** If you would prefer not to receive marketing or promotional material, please call the Brydens Sydney Uni Flames Membership Team on 1300 KINGS1 to have your details removed from all future marketing and promotional databases.

**20.4** Your privacy is important to the Brydens Sydney Uni Flames 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. The National Basketball League and Ticketek administer the current Customer Relationship Management system used by the Brydens Sydney Uni Flames and Members acknowledge that their personal details will be available to these third parties for the purpose of administering membership with the Brydens Sydney Uni Flames.

**20.5** 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.

**20.6** You may access your private information held on the Brydens Sydney Uni Flames database by contacting the Brydens Sydney Uni Flames Membership Team 1300 KINGS1.

## **21. Other Terms**

**21.1** You indemnify the Brydens Sydney Uni Flames 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 Brydens Sydney Uni Flames on 1300 KINGS1 or email [admin@sydneyflames.com.au](mailto:admin@sydneyflames.com.au).**