



FREMANTLE FOOTBALL CLUB MEMBERSHIP | TERMS AND CONDITIONS

PART A: FREMANTLE FOOTBALL CLUB MEMBERSHIP

DISCLAIMER

The contents of this website have been carefully compiled and the information provided was believed to be true and correct at the time of production. The Board of Directors and Management of Fremantle Football Club Limited, their agents and/or servants shall not be held responsible for any loss or damage arising from any inaccuracy or other defect in the information, documentation or external information.

By purchase or use of the benefits provided by a Fremantle Football Club (**FFC**) Membership, including via renewal or Free of Charge Memberships, you (**Member**) agree to the following Terms and Conditions (**Terms and Conditions**) and the policies of the FFC, including but not limited to the Privacy Policy.

PART B: STANDARD CONDITIONS

1. DEFINITIONS

The following words have the corresponding meaning unless context requires otherwise:

- (a) **'AFL'** means either the Men's Toyota AFL Premiership Season (**"AFL Premiership Season"**) or the governing body of the AFL Premiership Season and AFLW Competition as the context requires.
- (b) **'AFLW'** means the AFLW Membership Package or the NAB AFL Women's competition (**"AFLW Competition"**) as the context required.
- (c) **'Business Day'** means a day that is not a Saturday, Sunday or a public holiday in the State of Victoria.
- (d) **'Companion Card'** means a card issued by the State or Territory the card holder resides in entitling the card holder, who requires attendant care support, to a second Membership for their companion at no charge.
- (e) **'DVA Card'** means card issued by the Department of Veterans' Affairs of the same name.
- (f) **'Free of Charge Membership'** means a Membership Package provided complimentary to the Member.
- (g) **'Freo Advantage Payment Plan' or 'Payment Plan'** means an autorenewal option for payment of Members annual Membership Fee (and eligible add-on products if applicable).
- (h) **'General Admission' or 'GA'** means access to an unreserved general admission seating area at the relevant venue or stadium.
- (i) **'Match Day' or 'Game Day'** means a day that FFC is participating in a match in the AFL Premiership Season or AFLW Competition.
- (j) **'Match Day Access Membership'** means Reserved Seat, Standing, Pass, General Admission AFLW or Interstate Membership.
- (k) **'Member'** means the individual or entity holding a Membership



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- (l) **'Membership'** means a membership Package purchased, issued or used pursuant to these Terms and Conditions.
- (m) **'Membership Fee'** means the fee payable for Membership in the relevant Year;
- (n) **'MyFreo Account'** means the online portal available via the FFC website or app where a Member can manage their Membership particulars.
- (o) **'Non-Access Membership'** means a Membership that does not provide access to FFC Match Days
- (p) **'Package'** means the various types of Memberships available to purchase pursuant to clause 5.1
- (q) **'Party'** depending on the context, means Member, or FFC and Parties means both.
- (r) **'Pensioner Concession Card'** means a card of the same name issued by the Australian Government and Services Australia
- (s) **'Priority Group'** means the order in which a Member can access the purchase of tickets for the Toyota AFL Finals Series, Toyota AFL Grand Final, NAB AFLW Finals Series or NAB AFLW Grand Final as the context requires.
- (t) **'Reserved Seat'** means a reserved seat at a given FFC Match Day
- (u) **'Standing'** means access to a designated standing area within the venue, with no access to seating.
- (v) **'Transfer of Ownership'** means the transfer of a Membership Package from one Member to a new or existing Member
- (w) **'Year'** means the calendar year period in which the majority of the AFL Premiership Season or AFLW Competition is played. For the avoidance of doubt, where an AFL Premiership Season or AFLW Competition spans over two calendar years, then the 'Year' shall be the period when the finals series of the AFL Premiership Season or AFLW Competition is played.

2. INTERPRETATION

- 2.1 In these Terms and Conditions, the following rules of interpretation apply, unless the contrary intention appears, or context otherwise requires:
 - (a) Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting these Terms and Conditions, except where the context makes it clear that a rule is not intended to apply.
 - (b) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a clause, subclause or schedule means a clause or a subclause of or a schedule to these Terms and Conditions;
- 2.2 A singular word includes the plural and vice versa.
- 2.3 A word which suggests one gender includes every other gender.
- 2.4 If a word is defined, another part of speech or grammatical form of expression has a corresponding meaning.
- 2.5 If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.



3. TERM OF MEMBERSHIP

3.1 Subject to these Terms and Conditions, FFC Membership, and associated entitlements and benefits, will commence on the date of receipt by the FFC of your Membership payment (or the first instalment where a Freo Advantage Payment Plan applies) and will cease on 31 October of the relevant Year, or in relation to AFLW memberships, at the conclusion of the relevant AFLW season, unless suspended or cancelled prior in accordance with these Terms and Conditions (**'Term'**).

4. MEMBERSHIP APPLICATION

- 4.1 The purchase of any Package of FFC Membership requires the completion of an FFC Membership application, by any of the following prescribed means:
- (a) Online through the FFC Membership website;
 - (b) Over the telephone or in person through the FFC Membership team;
 - (c) By renewal of an existing membership (which is communicated in writing by FFC during the annual renewal period); or
 - (d) Any other means as deemed acceptable to FFC in their sole discretion.
- 4.2 If the Member is successful in their membership application, FFC will issue a payment confirmation electronically, within seven (7) Business Days.
- 4.3 FFC reserves the right not to accept any Membership or renewal application in its absolute discretion, including, instances where any Membership Fees owed to the FFC remain outstanding.
- 4.4 Members may renew their FFC Membership in accordance with the prescribed instructions of the FFC at the end of the Term.

5. MEMBERSHIP PACKAGES

5.1 Subject to these Terms and Conditions, the following Package schedule details the Packages of Membership available and their associated FFC Match Day Access:

AFL Match Day Access Memberships	Reserved Seat (R/S) (Perth)				Standing (Perth)
	Sports Lounge	Season Reserved Seat	Half-Season		Platinum Social
Access	Sports Lounge	Category 1 – 4 Platinum Terrace Premiership Terrace	Purple Category 2 – 4 Premiership Terrace	White Category 2 – 4 Premiership Terrace	
Home RAC Derby Access~	R/S	R/S	R/S	Pre-Sale	Standing
Toyota AFL Finals Priority Group	1	1	2	2	1
Toyota AFL Grand Final Priority Group	1	2	3	3	2
Toyota AFL Grand Final Upgrade add-on eligibility^	N/A	Y	Y	Y	Y



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~Upgrade for FFC home RAC Derby entitles Member to Member discounted pricing for a Reserved Seat prior to Member Pre-Sale. Pre-Sale to FFC home RAC Derby entitles Member to purchase Match Day tickets prior to general public on-sale (subject to availability).

^Upgrade to Priority Group 1 Access.

AFL Match Day Access Memberships	Pass			Interstate		
	Season Pass	Half-Season Pass	3 Game Pass	Interstate	Melbourne Gold	Melbourne
Access	Redeem in D Reserve or upgrade for up to 11 games	Redeem in D Reserve or upgrade for up to 6 games	Redeem in D Reserve or upgrade for up to 3 games*	1 Game outside WA and not in Victoria. Redeem in D Reserve or upgrade for up to 2 games	11 x GA in Melbourne incl. all FFC Games	GA for all FFC games in Melbourne
Home RAC Derby Access~	Upgrade for fee	Upgrade for fee	Pre-Sale	Pre-Sale	Pre-Sale	Pre-Sale
Toyota AFL Finals Priority Group	2	2	2	2	1	2
Toyota AFL Grand Final Priority Group	3	3	3	3	2	2
Toyota AFL Grand Final Upgrade add-on eligibility^	Y	Y	N	Y**	Y*	Y*

~Upgrade for FFC home RAC Derby entitles Member to Member discounted pricing for a Reserved Seat prior to Member Pre-Sale. Pre-Sale to FFC home RAC Derby entitles Member to purchase Match Day tickets prior to general public on-sale (subject to availability).

^Upgrade to Priority Group 1 Access

*Excludes Home RAC Derby

**Members holding any Interstate, membership must reside outside of WA to be eligible to purchase a Grand Final Upgrade

AFL Non-Access Memberships	Non-Access				
	Purple Army	Digital International	Freo On The Go (Kayo)	Docker Tot	Baby Docker
Access	N/A	N/A	N/A	N/A	N/A
Home RAC Derby Access	N/A	N/A	N/A	N/A	N/A
Toyota AFL Finals Priority Group	N/A	2	N/A	N/A	N/A
Toyota AFL Grand Final Priority Group	N/A	3	N/A	N/A	N/A
Toyota AFL Grand Final Upgrade add-on eligibility^	N	N	N/A	N/A	N/A

^Upgrade to Priority Group 1 Access.

AFLW Competition Match Day Access Memberships	
Access	Access to all Fremantle Dockers AFLW games (excluding AFLW Finals Series and AFLW Grand Final) either by redeeming a free ticket or scan in for general admission as per clause 5.6(b)



NAB AFLW Finals Priority Group	Pre-Sale access
NAB AFLW Grand Final Priority Group	Pre-Sale access

The following conditions apply only to the relevant Membership Package:

5.2 Match Day Access Memberships

- (a) There is no guarantee of undercover seating or protection from the elements in any seat at Optus Stadium, Fremantle Oval, or any other venue where access is provided as part of a Match Day Access Membership.
- (b) Full, unrestricted viewing of the match and arena is not guaranteed. Seats may be classified as restricted viewing where, in the absolute discretion of FFC, a significant amount of match play is obstructed from view on an ongoing basis.

5.3 Reserved Seat Membership

- (a) Members with a Reserved Seat Membership Package are entitled to a reserved seat for the number of FFC AFL Premiership Season home matches at Optus Stadium purchased as part of the Package, excluding, for the avoidance of doubt, the Toyota AFL Finals Series ("**AFL Finals Series**") and Toyota AFL Grand Final ("**AFL Grand Final**").
- (b) Subject to the consumer guarantees in the Australian Consumer Law, the FFC reserves the right to change any Member's Reserved Seat where required by the venue or the AFL, as a result of COVID-19 or unforeseen circumstances (including where capacity constraints or social distancing measures apply), to accommodate other members or to close gaps within seating sections without prior consent from the Member. FFC will use reasonable efforts to ensure that the alternative seat is in the same category or better as the Member's Reserved Seat.
- (c) VenuesLive, as operator of Optus Stadium, hires the facilities at Optus Stadium to FFC for the specified number of AFL Premiership Season home matches as prescribed by the AFL on an annual basis. The Club has the right to market and sell facilities as determined by VenuesLive. Stadium seating is available to FFC to offer a renewal arrangement to Members on an annual basis for FFC home matches only.
- (d) Reserved Seat Members do not hold any rights to access their seat for any other event or match apart from the allocated FFC home matches of the AFL Premiership Season, as specified by the FFC.

5.4 Platinum Social/Standing Membership

- (a) Members with Platinum Social membership have Standing access to the Platinum Terrace for the number of FFC AFL Premiership Season home matches at Optus Stadium purchased as part of the Package, excluding the Toyota AFL Finals Series ("**AFL Finals Series**") and Toyota AFL Grand Final ("**AFL Grand Final**").
- (b) VenuesLive, as operator of Optus Stadium, hires the facilities at Optus Stadium to FFC for the specified number of AFL Premiership Season home matches as prescribed by the AFL on an annual basis. The Club has the right to market and sell facilities as determined by VenuesLive. Stadium access is available to FFC to offer a renewal arrangement to Members on an annual basis for FFC home matches only.



- (c) Platinum Social Members do not hold any rights to access the Standing room area for any other event or match apart from the allocated FFC home matches of the AFL Premiership Season, as specified by the FFC.
- 5.5 **Pass**
- (a) A Pass membership entitles the Member to redeem a free reserved seat ticket through Ticketmaster in D Reserve, as prescribed on the Ticketmaster website at the time of redemption.
- (b) Additional fees and charges may be applicable for seat upgrades including any agency booking and transaction fees. Such fees and charges are payable at the time of upgrade.
- (c) For the home RAC Derby, fees and charges will apply to redeem a seat.
- (d) Member access to matches is not guaranteed and will be subject to venue capacity or availability within D-Reserve seating. Subject to the consumer guarantees in the Australian Consumer Law, refunds or access to additional matches will not be provided where a Member is unable to redeem a ticket due to venue capacity or relevant availability.
- 5.6 **AFLW**
- (a) AFLW Membership entitles the Member to General Admission access to all Fremantle Dockers AFLW games excluding the NAB AFLW Finals Series ("**AFLW Finals Series**") and NAB AFLW Grand Final ("**AFLW Grand Final**").
- (b) The AFL may determine that some matches will require free ticket redemption, this may be for reasons including, but not limited to, capacity or expected demand.
- (c) Additional fees and charges may be applicable to General Admission Members for seat upgrades including any agency booking and transaction fees. Such fees and charges are payable at the time of upgrade.
- (d) Member access to matches is not guaranteed and will be subject to venue capacity. Subject to the consumer guarantees in the Australian Consumer Law, refunds or access to additional matches will not be provided where a Member is unable to redeem a ticket due to venue capacity.
- 5.7 **Interstate Membership**
- (a) Interstate Members (excluding Melbourne and Melbourne Gold Members) must follow the ticketing instructions from FFC to redeem ticket(s) for Match Day Access.
- (b) Melbourne Membership entitles the Member to entry into designated, unreserved general admission seating areas of the venue in which FFC is the away team at the Melbourne Cricket Ground ("**MCG**") or Marvel Stadium, for a specified number of FFC Melbourne-based away matches (subject to capacity at any given match) in the relevant Year, excluding AFL Finals Series and the AFL Grand Final.
- (c) Melbourne Gold Memberships entitle the Member to entry into designated, General Admission seating areas of the venue for up to eleven (11) matches in the relevant Year in Melbourne. This is made up of all FFC matches played at the MCG or Marvel Stadium (excluding AFL Finals Series and the AFL Grand Final), plus the number of additional games to make up the eleven (11) in the relevant Year for matches played at the MCG only (excluding the ANZAC Day match between Collingwood Football Club and Essendon Football Club).



- (d) Melbourne and Melbourne Gold Members may be required to upgrade their general admission ticket to a Reserved Seat for an additional fee
- 5.8 **Non-Access**
- (a) **Docker Tot**
- (i) Any Member under the age of 4, inclusive, as at 1 January of the relevant Year will be eligible for Docker Tot.
- (ii) Docker Tot will be offered renewal as a Purple Army Member from the age of 5.
- (b) **Baby Docker**
- (i) Baby Docker will be offered renewal as a Docker Tot after the first year of Membership.
- (c) **International Digital Membership**
- (i) Australian residents are not eligible to purchase this Package.
- 5.9 **NAB AFL Auskick Junior Membership**
- (a) The NAB AFL Auskick Junior Membership is a General Admission three (3) Match Access package provided to each Community/Club NAB AFL Auskick participant, by nominating their AFL Club of support.
- (b) NAB AFL Auskick Junior Membership is not inclusive of any other Member benefits.
6. **PRICE CATEGORY**
- 6.1 **Adult**
- (a) Any Member over the age of eighteen (18), inclusive, that does not meet the requirements of a Concession Membership in the case of Match Day Access Memberships, will be classified as an adult ("**Adult**").
- 6.2 **Junior**
- (a) Any Member under the age of fifteen (15) as at 1 January of the relevant Year will be eligible to be classified as a junior ("**Junior**").
- (b) Juniors under the age of five (5) as at 1 January of the relevant Year are entitled to attend matches without an FFC Membership, however they must not occupy a seat.
- 6.3 **Rookie**
- (a) Any Member between the ages of fifteen (15) and seventeen (17), inclusive, as at 1 January of the relevant Year will be eligible to be classified as a rookie ("**Rookie**").
- 6.4 **Concession**
- (a) Any Member who meets any of the following criteria in the relevant Year will be eligible to be classified as a concession ("**Concession**"):
- (i) Members studying full-time at an education institution;
- (ii) Members holding a Pensioner Concession Card;
- (iii) Members holding a DVA Card; or
- (iv) Members holding a Companion Card.
- (b) Upon application or renewal of Membership, Members claiming Concession must provide proof of Concession, if requested by, and to the satisfaction of FFC and the venue.
- (c) A Match Day Access Member, having been issued with a Companion Card, may apply for the issue of a Free of Charge Membership. The Companion



Card must be sighted before the extra ticket can be issued and will be issued in the name of the Companion Card holder.

- (d) Members who have purchased an Adult Membership and later obtain a valid concession card may change their price category to a Concession prior to the commencement of the relevant AFL Premiership Season or AFLW Competition. Changes are not accepted after the commencement of the AFL Premiership Season or AFLW Competition. The Member must provide the valid concession card to FFC before a refund of the difference will be issued.
- (e) Concession Membership purchased without proof of concession will be accepted, however; Memberships will not be activated until concession identification has been sighted by FFC.

6.5 Family

- (a) Family Memberships are available for Season Reserved Seat Memberships in the following Price Categories:
 - (i) Family 2+2 includes two Adults and two Juniors; or
 - (ii) Family 2+3 includes two Adults and three Juniors.
- (b) Family Memberships are available for all Pass, Interstate, Purple Army, Melbourne and Melbourne Gold packages in the following Price Categories:
 - (i) Family 2+4 includes two Adults and up to four Juniors.
- (c) For all Family Memberships detailed in clauses 6.5(a) and 6.5(b), unique personal details must be provided for each Junior membership. Multiple Junior memberships cannot be assigned to the same Member.

7. MEMBERSHIP BENEFITS

7.1 All Membership benefits and entitlements for each Membership Package and/or Price Category are available: <https://membership.fremantlefc.com.au/packages>.

7.2 Memberships that include entry to Fremantle Dockers matches where the Fremantle Dockers are assigned as the home team played at Optus Stadium include return public transport upon presentation of their digital membership ticket. TransPerth terms and conditions apply.

7.3 AFL Finals Series

- (a) Each Member's access to purchase tickets to the AFL Finals Series matches, in which FFC participate, will be determined by the Member's Membership Package and corresponding entitlements per the Schedule in Clause 5.1.
- (b) Priority Group 1 provides guaranteed access.
- (c) Priority Group 2 may be provided with access to purchase tickets after Priority Group 1, subject to availability.
- (d) The AFL Finals Series is controlled by the AFL with no direct involvement by FFC. As such, FFC cannot provide Members their regular Reserved Seat at Optus Stadium.

7.4 AFL Grand Final

- (a) Members that are eligible to purchase and renew a Grand Final Upgrade Membership add-on ("**Grand Final Upgrade**") must purchase any of the following Membership Packages for the same Year ("**Eligible Members**"):
 - (i) Reserved Seat Membership;
 - (ii) Platinum Social Membership



- (iii) Season Pass
 - (iv) Half-Season Pass
 - (v) Interstate Membership;
 - (vi) Melbourne Gold Membership; or
 - (vii) Melbourne Membership
 - (viii) Cheer Squad Membership.
- (b) Should FFC participate in the AFL Grand Final, Eligible Members who purchase the Grand Final Upgrade in the relevant Year will be provided with access to Priority Group 1 during the AFL Grand Final ticketing process.
 - (c) Members with access to the Priority Group 1 (including Harbour Masters) and who follow the instructions provided by FFC or the AFL, including the required registration process advised, will be guaranteed the option to purchase a ticket to the AFL Grand Final.
 - (d) Priority Group 2 may be provided with access to purchase tickets after Priority Group 1, subject to availability.
 - (e) Priority Group 3 may be provided with access to purchase tickets after Priority Group 2, subject to availability.
 - (f) The category (i.e. Category 1, Category 2, restricted view, standing room, etc.) or price of tickets cannot be guaranteed.
 - (g) For each Eligible Membership that is held, the Eligible Member is entitled to purchase one Grand Final Upgrade, subject to availability.
 - (h) The Grand Final Upgrade fee does not include the price of a ticket to the AFL Grand Final or any associated ticketing or AFL Grand Final ticket registration fees.
 - (i) The Grand Final Upgrade fee is non-refundable and non-transferable.

8. PAYMENT

- 8.1 Payment of the FFC Membership Fee may be made via either:
 - (a) Full payment via any one of the following methods:
 - (i) VISA or Mastercard; or
 - (ii) Cheque, cash or money order.
 - (b) Freo Advantage Payment Plan ("**Payment Plan**")
- 8.2 Subject to clause 11, all payments are non-refundable. If your account is referred to debt collection services, you agree to pay any fees, charges, disbursements and commission relating to collection of the debt, in addition to the any outstanding Membership payment.
- 8.3 Payment terms are strictly in accordance with the payment schedule stipulated on the renewal invoice, via Member's MyFreo Account, or per Clause 9 in the instance of payment via a Payment Plan ("**Payment Terms**").
- 8.4 Application for Membership or renewal confirms agreement to pay accounts in full within the listed Payment Terms. Intention to renew must be provided to the FFC in accordance with the Payment Terms and as specified on the Membership renewal invoice.
- 8.5 If full payment is not received, or commenced if on a Payment Plan, within the agreed Payment Terms, your Membership and additional benefits, including Grand Final Upgrade if applicable, will be forfeited.



- 8.6 Memberships and associated benefits will not be activated, can be suspended, including Match day Access, or cancelled if Payment Terms are not met.
9. **FREO ADVANTAGE PAYMENT PLAN**
- 9.1 The Payment Plan provides Members the option to pay their Membership Fee in either;
- (a) One (1) payment;
 - (b) Two (2) equal payments
 - (c) Six (6) equal monthly payments; or
 - (d) Ten (10) equal monthly payments.
- 9.2 To commence payment via the Payment Plan, Members may elect through the FFC Membership application, renewal process, contacting FFC at any point during the Term, or via promotional activities advertised by FFC.
- 9.3 FFC reserves the right, acting reasonably, to declare certain Packages ineligible to be paid via monthly instalments.
- 9.4 Members who select the Payment Plan as the preferred method of payment, authorise FFC to process payments on the nominated credit card/debit card provided by the Member at the time of application or as updated from time to time.
- 9.5 Requisite payments will be processed either, in the case of:
- (a) One (1) payment, on 11 November of the Year prior to the relevant AFL Premiership Season or AFLW Competition;
 - (b) Two (2) equal payments, on 1 November of the Year prior to the relevant AFL Premiership Season or AFLW Competition and the subsequent 1 March; or
 - (c) Six (6) equal monthly payments, on the 1st of every month, commencing 1 March in the Year of the relevant AFL Premiership Season or AFLW Competition.
 - (d) Ten (10) equal monthly payments, on the 1st of every month commencing 1 November of the Year prior to the relevant AFL Premiership Season or AFLW Competition.
 - (e) One (1) payment on 1 July prior to the relevant AFLW Competition, where a Member is only an AFLW member.
- 9.6 Whenever any payment referred to in Clause 9.5 is to be made on a day other than a Business Day, payment will be processed on the following Business Day.
- 9.7 FFC reserves the right to change the dates referenced in Clause 9.5 with minimum 30 days' notice to the Member.
- 9.8 If payment is dishonoured, FFC reserves the right to attempt to process the dishonoured payment(s) again at any time.
- 9.9 Where a Member elects the Payment Plan option after the standard Payment Term has commenced in accordance with Clause 9.5 or 9.7, then the first instalment will be equal to the sum of monies payable to bring payments in line with the relevant Payment Plan standard Payment Terms.
- 9.10 If a Member elects a Payment Plan, their Membership is ongoing. The FFC will notify such Members with no less than 30 days' notice that their Membership will be automatically renewed, unless the Member cancels their membership within the following 30 day notice period. In the event the Member does not elect to cancel their Membership, FFC will deduct the Membership Fee from the Member's preferred



credit/debit card, in accordance with the Payment Plan structure selected by the Member per Clause 9.1.

- 9.11 It is the Member's responsibility to ensure that the account details provided are correct, including notification should the expiry date of the method of payment change within the year and there are sufficient clear funds available in the nominated bank account on the scheduled drawing date.
- 9.12 If the Member's debit is returned or dishonoured by the Member's financial institution, an email and/or SMS will be sent by the FFC requesting immediate payment. Any fees levied to the Member by their financial institution will be payable by the Member.
- 9.13 If the Member's transactions are unsuccessful for three consecutive months and the Member does not contact the FFC to rectify the outstanding amount, the Member's details will be passed to the FFC's debt collection agency for resolution.

10. **GST AND LEVIES**

- 10.1 Except where expressly noted, all prices include GST and any applicable venue levy.

11. **CANCELLATION POLICY**

- 11.1 The *Competition and Consumer Act 2010* (Cth), including the Australian Consumer Law, and other laws provide for certain conditions, consumer guarantees and rights which cannot be excluded, restricted, modified or limited. Nothing in these Terms and Conditions excludes, restricts, modifies or limits the operation of these consumer guarantees and rights.
- 11.2 Subject to clauses 14.3 and 15.4, the FFC reserves the right to cancel any Membership with prior notice where that Member is deemed by FFC, acting reasonably, to have breached these Terms and Conditions and, where:
- (a) the breach is not capable of being remedied; or
 - (b) if the breach is capable of being remedied, the Member has failed to rectify the breach within 14 days of being notified of that breach by the FFC;

in which case, direct debits under a Payment Plan will cease and Members will be entitled to a pro rata refund based on the number of months of Membership they received, and the number of months remaining in the AFL season.

- 11.3 Otherwise, subject to the consumer guarantees in the Australian Consumer Law, following purchase of a Membership, Membership Fees are non-refundable, unless the AFL Premiership Season or AFLW Competition (as applicable) is yet to commence, or as required by law. Upon commencement of the applicable season, FFC strictly does not offer refunds or exchanges for a change of mind.
- 11.4 If there is an impact to the AFL Premiership Season or AFLW Competition, owing to COVID19 related restrictions or other Match Day disruptions, resulting in changes to the number of FFC home games, or government regulations impact the ability to provide a full capacity venue, FFC will provide affected Match Day Access Members with the opportunity to receive pro-rata refunds, credits or other options to address any material loss, reduction or significant change in the Match Day access benefits of



their FFC Membership.

- 11.5 If you are impacted by a change to extenuating personal circumstances resulting in hardship (in FFC's discretion, acting reasonably), financial relief may be available including but not limited to:
- (a) Request to downgrade your Membership to a more affordable Membership Package.
 - (b) Request to pause monthly payments via the Payment Plan.
 - (c) Request partial or full refunds of your Membership.
 - (d) Request to adjust interim Payment Terms, including due dates for payment.

11.6 All requests for financial relief must be sent in writing and addressed to the Head of Membership for consideration.

11.7 In the event FFC offer a refund, a cancellation fee of \$20 per membership may be applicable

12. TRANSFER POLICY

12.1 Transfer of Membership

- (a) FFC Members may request to transfer a Membership to another Party.
- (b) Once Membership has been transferred, all correspondence will be sent to the new Member.
- (c) Once transferred, the existing Member permanently relinquishes all rights to the Membership.
- (d) Transfer does not include total or consecutive years of Membership.

12.2 Transfer of ticket

- (a) Match Day Access Members can transfer access to any Party for a Match Day in which they have access to.
- (b) Transfer of a ticket does not entitle the recipient of the ticket to any additional FFC Member benefits.
- (c) Tickets can only be transferred where the recipient is eligible for the Price Category.

12.3 Eligibility to transfer ticket pursuant to clause 12.2 excludes Cheer Squad members

13. SEAT RETURN PROGRAM

13.1 The Seat Return Program enables financial Reserved Seat Members the option to return their seat for re-sale if unable to attend any home game they are entitled to attend throughout the season ("**Seat Return Program**").

13.2 Eligibility to the Seat Return Program *excludes* the following Members:

- (a) Cheer Squad;
- (b) Companion Card seats;
- (c) Members with outstanding payments owing on their Payment Plan; or
- (d) Platinum Social members

13.3 The seat will be directed to Ticketmaster for re-sale within 3 Business Days.

13.4 If successfully on-sold, a percentage of the ticket sale price will be credited to Members Membership renewal for the subsequent AFL Premiership Season.

13.5 The credit amount is determined by the Package and price category of Membership and cannot be transferred or exchanged for goods and services from FFC.



- 13.6 If the returned seat credit is not utilised for the following season this credit will be forfeited.
- 13.7 There is no guarantee the seat will be sold, and in such case an account credit will not be applicable.
- 13.8 Seats that have been returned for re-sale cannot be returned to the Member.
14. **NO ON-SELLING**
- 14.1 FFC Memberships, Member benefits and Match day digital tickets are not to be, without prior written authorisation from the FFC, on-sold, exchanged for goods and services, or to be used for commercial purposes (advertising, promotion, competitions or trade promotions), with the exception of the Seat Return Program.
- 14.2 If an FFC Membership, Membership Benefit or Match Day digital ticket is sold in breach of these Terms and Conditions, it will be void and will not entitle the holder to admission to the match or event.
- 14.3 Further penalties may apply (including cancellation of the offending Member's FFC Membership without refund or any part of the Membership Fee).
15. **CODE OF CONDUCT**
- 15.1 FFC is committed to ensuring a safe, enjoyable, respectful and inclusive environment is maintained and experienced by Members and the wider AFL community in relation to all its activities.
- 15.2 It is a condition of Membership to comply and act in accordance, at all times while interacting with the club or wider football community (including on social media), attending any FFC event, function, or game, with the FFC Member Code of Conduct (**Code of Conduct**) as outlined below:
- (a) To represent FFC by behaving respectfully and appropriately in accordance with Australian law, Optus Stadium's Conditions of Entry (available here: <https://optusstadium.com.au/legal/conditions-of-entry>), AFL Conditions of Entry (or equivalent), or the Conditions of Entry at any venue where FFC are a participating team.
 - (b) To diligently manage individual alcohol consumption, ensuring intake does not prompt inappropriate or offensive social behaviour at any given time.
 - (c) To respect all AFL spectators, as well as other supporters, players, umpires and staff.
 - (d) To refrain from using blaspheme or offensive language during a game.
 - (e) As a Member, you accept responsibility for the behaviour of anyone acting on your behalf. This includes parties that you have transferred your ticket to, and Optus Stadium or other venue may provide FFC with Membership details if the holder of the Membership is involved in any incident at Optus Stadium or other venue in breach of Code of Conduct and/or the Stadium Conditions of Entry. This does not apply to the Seat Return Program.
 - (f) Do not denigrate or disrespect the FFC (including coaches, players, staff and board members) or fellow members in any way, including in the mainstream media, social media or correspondence to FFC.
- 15.3 Failure to act in accordance with the Code of Conduct may result in immediate suspension or cancellation of Membership at the FFC's discretion.
- 15.4 Any Membership cancellation resulting from failure to comply with the Code of Conduct will not be eligible for any form of refund under these circumstances.



- 15.5 Additionally, members of the Cheer Squad must:
- (a) Not wear opposition team colours;
 - (b) Actively participate in cheering and waving flags, floggers and other equipment;
 - (c) Respect all equipment supplied by FFC
16. **PRIVACY**
- 16.1 FFC respects your privacy and will manage and protect personal information with integrity and in accordance with the *Privacy Act 1988 (Cth)*, including the Australian Privacy Principles. When you sign up to an FFC Membership you agree to the Fremantle Dockers Privacy Policy (**Privacy Policy**) which can be found [here](#).
- 16.2 All personal information collected will be used and disclosed by FFC for the purpose of processing member applications and administering FFC Memberships (including for promotional, recognition and marketing purposes). This may include publishing your name and consecutive years of Membership on FFC/AFL assets, including but not limited to, the FFC website, Match Day scoreboard, and AFL Record. From time to time, FFC may contact a Member, including but not limited to by, mail, phone, email and/or SMS, to communicate updates/notices as required or information relevant to FFC.
- 16.3 By providing your personal information, you agree to such use and disclosure by FFC and the AFL and confirm that you have read and agree to be bound by the AFL and FFC Privacy Policy.
17. **COMMUNICATIONS**
- 17.1 By becoming a FFC Member and providing the FFC with your contact information, you have automatically subscribed to our service-related electronic communications via email and SMS.
- 17.2 Should you not wish to receive communication via these methods, contact FFC or alternatively unsubscribe via the link provided in communications.
18. **GENERAL**
- 18.1 These Terms and Conditions are governed by the laws of Western Australia and you unconditionally submit to the non-exclusive jurisdiction of the courts of Western Australia.
- 18.2 To the fullest extent permitted by law (including without limitation to the *Competition and Consumer Act 2010 (Cth)*) FFC shall in no circumstances be liable to you for any direct or consequential losses or any loss (whether direct or indirect) arising out of your purchase of or participation in FFC Membership, including without limitation from the loss or suspension of your Membership or your ability to attend all or any FFC games or enter a venue where a FFC game is occurring, except to the extent the loss is caused by the FFC's breach of these terms and conditions, its negligence or wilful default.
- 18.3 Membership entitlements are subject to the policies and operational decisions imposed by VenuesLive – the operator of Optus Stadium. FFC is not liable to Members for matters arising from the implementation of policies by Optus Stadium or VenuesLive. As an FFC Member, entry to Optus Stadium is subject to the AFL's Entry Terms and Conditions, as well as Optus Stadium Conditions of Entry (www.optusstadium.com.au/legal/conditions-of-entry). Access to other venue's are also subject to that venue's Conditions of Entry where FFC is a participating team.



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- 18.4 Members who have purchased corporate hospitality packages including AJ Diamond Club or Pavilion, are also subject to the Corporate Hospitality conditions available [here](#).
- 18.5 Should there be a contradiction between these Terms and Conditions and the Corporate Hospitality conditions, these Terms and Conditions will apply.

19. **FURTHER INFORMATION**

- 19.1 If you require further information in relation to these Terms and Conditions, please visit www.fremantlefc.com.au or call FFC Membership Services on (08) 9433 7111.

20. **AMENDMENTS**

FFC reserves the right to amend, from time to time, the Terms and Conditions of FFC Membership and FFC policies, without prior notice. Members will have no claim against FFC by reason of any change made to the Terms and Conditions or FFC policies.