

# 2018 ST.GEORGE QUEENSLAND REDS

## MEMBERSHIP TERMS & CONDITIONS



The completed payment application form (Form) and these terms (including any incorporated terms) form a legally binding contract (Agreement) between the person named on the Form (you) and the Queensland Rugby Union Limited ACN 055 120 217 (QRU).

### APPLICATION PROCESS

1. Renewing members have first priority on seating at the Stadium through a priority renewal period. Once this period is over, memberships are processed in order of receipt.
2. QRU will not:
  - a) process any Form which is incorrect or incomplete; or
  - b) accept any changes to the Form, except for change of Personal Details such as surname, mailing address or email.
3. QRU may request proof of Concession at time of membership purchase or at the Stadium on Match day. If proof of Concession cannot be made, QRU may cancel the Membership and refuse entry to the Stadium.
4. QRU reserves the right to not accept any Form in its absolute discretion.
5. If you are under 18 years of age, you may purchase Membership only with the permission of a parent or guardian.

### NOTIFICATION AND DELIVERY

6. If you are successful in your application for Membership and have provided a valid email address, QRU will send you an acceptance email.
7. QRU will use its best endeavours to deliver all membership packs in a timely manner with the first membership packs to be posted in November.
8. To ensure you receive all notifications, it is your responsibility to ensure that the address, email address and mobile number you provide are correct and current. Any changes to these details must be provided to the Queensland Reds Membership Team as soon as possible after the change.
9. By signing up as a member you consent to receiving electronic communications from the QRU. This communication may include but is not limited to information about your membership, team news, upcoming events, game day information, ticketing offers, and partner offers. You can change your communications preferences at any time through the unsubscribe link located on all QRU electronic communications, or by contacting the Membership Service Centre on 1300 753 733 or [redsmembership@redsrugby.com.au](mailto:redsmembership@redsrugby.com.au).

### TICKET CONDITIONS

10. In respect of the Membership you receive, you must comply with QRU's ticket conditions and the Stadium's conditions of entry.
11. Members who breach the Code of Conduct may face membership penalties including cancellation of their membership.
12. It is an essential condition of this Agreement and of the right of admission to the Matches conferred on the holder of Membership that you agree with QRU:
  - a) not to resell or transfer the Membership at a premium;
  - b) not to use it 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 it with other goods or services, without QRU's prior consent. If this condition is breached, QRU may, in addition to any other remedy and even if the holder of the Membership did not have notice of the condition or the breach, deny the holder admission to Matches and retain the price of the Membership.

*The QRU reserves the right to move a member's seat/s on a needs basis, through uncontrollable circumstances or otherwise. Members will be notified by the QRU membership team in these instances and if required membership cards will be replaced without a card replacement fee being incurred.*

### TEST TICKETS

13. From time to time Members will be offered an opportunity to purchase tickets to Australian Rugby Union (ARU) controlled Test Matches. As Test Matches are not controlled by the QRU we cannot guarantee Members access to Test Match tickets or to particular seating for such Matches. Any Test Match tickets made available to Members by the QRU will be subject to the terms and conditions imposed by the ARU and the venue.

### THE COMPETITION AND CONSUMER ACT 2010 AND FAIR TRADING ACT

14. Nothing in this Agreement is intended to have the affect of contracting out any applicable provisions of the Competition and Consumer Act 2010 (Cth) or the Fair Trading Acts in each of the States and Territories of Australia (Rights), except to the extent permitted by those Acts where applicable.

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### **CANCELLATION, REFUNDS AND REPLACEMENTS**

15. Once your Form is sent to QRU, you cannot cancel your order or your Membership and, without limiting clause 11, refunds will not be allowed, Membership upgrades are permitted at the discretion of QRU. Once the Member purchases a new Membership of greater value, the original invoice will be refunded. A downgrade of membership is also permitted at the discretion of QRU with QRU to refund the original invoice once the new Membership has been paid. Exchanges are allowed only as expressed in this Agreement.
16. QRU will:
  - a) refund the face value of a ticket if a Match is cancelled;
  - b) provide a pro rata refund of the face value of the Membership if the Tournament is cancelled; or otherwise if you are entitled to a refund by virtue of the operation of TPA Rights.
17. Subject to your Rights, you cannot obtain a refund if after a Match has started it is cancelled for any reason, including due to inclement weather.
18. Subject to your Rights:
  - a) QRU is not liable to you for any loss or damage you suffer as a result of the Tournament or any Match being cancelled, postponed or changed; and
  - b) QRU disclaims the existence of any common law duty of care to you and any holder of the ticket.
19. If a Membership card is lost or stolen the Member will be required to contact the QRU membership team to organise a replacement card at a fee of \$20 per card.

### **CONSUMER**

20. Where the Member is a consumer, as that term is defined in the ACL, the goods and services come with consumer guarantees that cannot be excluded under the ACL.
21. If the Member is a consumer, then the Member is entitled to a replacement or refund for a 'major failure' and for compensation of any other reasonably foreseeable loss or damage. The consumer is also entitled to have the goods repaired or replaced if the goods fail to be of an acceptable quality and the failure does not amount to a major failure. What constitutes a 'major failure' is set out in the ACL.

### **PRIVACY AND GENERAL**

22. QRU may need to collect personal information from Members from time to time. QRU respects the privacy of the individuals in relation to whom QRU collects, uses, discloses and holds personal information. QRU's Privacy Policy seeks to safeguard the privacy of the personal information of Members by observing the Australian Privacy Policy Principles contained in the Privacy Act 1988 (Cth). A full copy of QRU's Privacy Policy can be found on the website, [www.redsrugby.com.au](http://www.redsrugby.com.au), and Members acknowledge that they have reviewed and accept QRU's Privacy Policy.
23. This Agreement constitutes the entire agreement between the parties relating in any way to the subject matter. All previous negotiations, understandings, representations, warranties or commitments about the subject matter are merged in this Agreement and are of no further effect.
24. QRU 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 Membership if you can demonstrate proof of purchase and identity acceptable to QRU.
25. QRU shall be under no liability whatsoever to a Member for any indirect loss or expense (including loss of profit) suffered by the Member arising out of a breach by QRU of these Terms and Conditions
26. In the event of any breach of this Agreement by QRU, the remedies of the Member shall be limited to damages. Under no circumstances shall the liability of QRU exceed the price in relation to the Membership.
27. Neither party shall be liable for any default due to any act of God, terrorism, war, strike, industrial action, flood, storm or other event beyond the reasonable control of either party.
28. QRU is not responsible for any infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of QRU, including that cause the delayed or non-delivery of emails to or from QRU. QRU reserves the right to disqualify any individual who tampers with the registration or ticketing process and to cancel his or her membership.
29. These Terms may be varied from time to time as notified on the Website.
30. This Agreement:
  - a) is governed by the law applicable in the state of Queensland and each party submits to the jurisdiction of the courts of that state; and
  - b) is the entire agreement between QRU and you in respect of its subject matter (subject to clause 10(a)).

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### **DEFINITIONS IN THIS AGREEMENT:**

**ACL** - means the Australian Consumer Law contained in schedule 2 of the Competition and Consumer Act 2010(Cth) as amended, re-enacted or replaced, and includes any subordinate legislation.

**Junior** - means any child under 16 years of age as at January 1, 2018.

**Concession** - means only one of the following:  
a) full time student; or  
b) full pensioners (aged, TPI, war service widows).

For the avoidance of doubt, senior cards are not accepted.

**Mailing Details** - means the mailing details as nominated by you on your Form or as varied by notification to the Membership Service Centre on 1300 QLD REDS (1300 753 733) or email on redsmembership@redsrugby.com.au

**Match** - means a Queensland Reds home match in the Tournament (excluding the finals series) played at the date, time and venue as specified on the Website from time to time.

**Membership** - means membership category selected by you on the Form, including tickets to Matches, priority purchase periods, access to bars and member offers and ancillary benefits.

**Stadium** - means Suncorp Stadium or any other venue that hosts a Match throughout the Tournament.

**Test Matches** - means Rugby Union matches involving two national representative teams.

**Tournament** - means the Super Rugby provincial tournament played under the auspices of SANZAR in Australia, New Zealand and South Africa in 2018 including the three week finals series.

**Total Amount** - means amount of the Membership as specified on the Form together with a 1.95% credit card fee.

**Website** - means [www.redsrugby.com.au](http://www.redsrugby.com.au)