

# GIANTS Netball 2021 Membership Terms and Conditions

As at 30 October 2020

## GENERAL TERMS AND CONDITIONS

1. The terms and conditions set out below apply to the purchase of a GIANTS Netball 2021 Membership ("**Membership**").
2. These terms and conditions of Membership are subject to change at the discretion of Netball NSW.
3. By purchasing a Membership you agree to these terms and conditions, and any individual purchasing a Membership on behalf of a third party shall be deemed to be acting with the consent of such third party to agree to these terms and conditions on their behalf.
4. By purchasing a Membership you acknowledge and agree that you are entering into a binding agreement with Netball NSW on these terms and conditions for the entire period of time covered by the Membership [being, 1 November 2020 to 31 October 2021].
5. All fees and charges listed in these terms and conditions are stated in Australian Dollars and are subject to change.
6. All prices quoted on the GIANTS Netball Membership website are inclusive of GST but exclusive of any Ticketek or Debit Success processing fees and additional charges.
7. GIANTS Netball is a trading name of Netball NSW and so Netball NSW's policies and procedures apply to your Membership, as specified on Netball NSW's website [<https://nsw.netball.com.au>]
8. Membership accounts are transferable upon receiving written authorisation from the original Member requesting a transfer of the Membership into another name.
9. The Membership Team are available to answer any Member related enquiries during business hours via direct email [[giantsmembership@netballnsw.com](mailto:giantsmembership@netballnsw.com)] or telephone [02 9951 5000].

## MEMBERSHIP CATEGORIES

10. **Juniors:** To qualify you must be aged fifteen [15] years or younger as at 1 January 2021.
11. **Concession Holders:** To qualify you must hold a current Pensioner Card issued by Centrelink, the Department of Health and Community Services or the Department of Veteran Affairs, or a Full-Time Student Card. It is a condition of these concessions that you agree to present your concession identification card upon entry to the venue, if requested. Note: Health Care Cards are not accepted as proof of eligibility for a Concession Holder Membership.
12. **Family:** May consist of two [2] adults and two [2] juniors [aged 15 years or younger as at 1 January 2021], or one [1] adult and three [3] juniors [aged 15 years or younger as at 1 January 2021]. Details of all Members, including dates of births, must be completed when applying for a Membership.

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## MEMBERSHIP BENEFITS

13. Member benefits are as outlined on the GIANTS Netball Membership website. Netball NSW reserves the right to change Member benefits and offer alternative benefits throughout the season.
14. Electronic direct mail and exclusive email communications are available to all Members who provide a valid email address and have not opted out of receiving these communications.
15. Member discounts to selected GIANTS Netball events and functions will be communicated to Members via electronic direct mail. For more information about GIANTS Netball events and functions please visit [www.giantsnetball.com.au](http://www.giantsnetball.com.au) or contact the Membership Team during business hours via direct email [[giantsmembership@netballnsw.com](mailto:giantsmembership@netballnsw.com)] or telephone [02 9951 5000].
16. Members will have access to exclusive Member only events throughout the 2021 season. These events are for Members only and are not transferable to non-Members, except where specified in advance by Netball NSW. Scheduling of Member only events is subject to change with limited notice. Any changes to events will be communicated via electronic direct mail and social media channels to all Members. Members should note that Member only events in 2021 are subject to government restrictions and social distancing requirements. This includes but is not limited to event capacities and registrations. Members should, therefore, note that if a Member only event reaches capacity, Members may be turned away.
17. Membership packs will be sent directly to Members from February 2021. Whilst Netball NSW will endeavour to ensure that Membership packs are available earlier than, this is not guaranteed because Netball NSW is dependent on third party suppliers.
18. Members will receive a Membership pack which includes the following items:
  - a. Membership Card
  - b. Lanyard
  - c. Scarf
19. All Family Memberships receive two [2] Adult membership packs and two [2] Junior membership packs, but, if a Member wishes to vary the content of a Family Membership pack to one [1] Adult membership pack and three [3] Junior membership packs, that Member must request that change in writing at the time of purchase via direct email [[giantsmembership@netballnsw.com](mailto:giantsmembership@netballnsw.com)], and any change remains subject to availability.

## MEMBERSHIP CARDS AND TICKETS

20. Members will be issued with a Membership Card for all regular season home games included within the relevant Membership package. The Membership Card is your ticket to regular season home games and must be presented upon entry.
21. Netball NSW does not accept responsibility for any lost or stolen Membership Cards. A \$10.00 replacement fee will be charged for any replacement Membership Cards.
22. If a Member is unable to make it to a scheduled game they may give their Membership Card to another person to use, however, any transfer of use of a Membership Card is limited by the category of Membership. This means that the Membership Card of a Junior may only be used by another Junior and the Membership Card of a Concession Holder may only be used by another Concession Holder. Memberships cannot be upgraded to gain entry to the venue.
23. Membership Cards do not provide entry to the 2021 Suncorp Super Netball Finals Series (“**Finals Series**”).
24. It is important to note that not all Membership Cards are valid for all regular season home games. Details about which games are included in your Membership package can be found in your Welcome Letter and on the GIANTS Netball Membership website. Please check the Membership Benefits page at [giantsnetball.com.au](http://giantsnetball.com.au) for more information.
25. All Memberships are subject to the respective terms of entry that apply at Ken Rosewall

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Arena, AIS Arena and any other venue used by GIANTS Netball as a regular season home game venue during the 2021 season.

26. All Memberships are subject to Ticketek's ticketing terms of sale [visit [www.ticketek.com.au](http://www.ticketek.com.au) for full terms and conditions] and any other ticketing agency utilised for GIANTS Netball games in 2021.

## PRIVACY POLICY, COMMUNICATIONS AND PERMISSIONS

27. Netball NSW respects the privacy of the individuals from whom it collects, uses, discloses and holds personal information. Netball NSW has a Privacy Policy that is in compliance with applicable privacy legislation. Netball NSW uses the personal information it collects to administer and promote the sport of netball in NSW, to provide netball activities and netball-related services, to register, select and insure participants, and to assess the level of interest in the sport of netball. The Netball NSW Privacy Policy can be viewed at <http://nsw.netball.com.au/inside-netball1-nsw/about-us/privacy-policy/> or provided upon request.
28. Netball NSW's primary form of communication with Members will be via electronic direct mail and via updates on the GIANTS Netball Membership website [www.giantsnetball.com.au](http://www.giantsnetball.com.au). It is the responsibility of Members to ensure that their contact details are kept up-to-date. To update your Membership contact details, please contact the Membership Team on [02] 9951 5000 or via email [giantsmembership@netballnsw.com](mailto:giantsmembership@netballnsw.com) during business hours.
29. In becoming a Member, you and those using your Membership, agree to grant GIANTS Netball, Netball NSW, Netball Australia and Suncorp Super Netball permission to use images and footage taken at GIANTS Netball events and/or games to help promote the sport of netball and GIANTS Netball. Images and footage may be used in various ways, including but not limited to via websites, social media channels, YouTube, marketing collateral and other GIANTS Netball related materials, or to provide to media outlets, corporate partners and agencies for the purpose of promoting the sport and GIANTS Netball.

## PAYMENT

30. Members may purchase Memberships by paying in full or in monthly instalments.
31. If Members opt to pay by instalments, the following Debit Success payment plan terms and conditions apply:
- Debit Success provides Members with the option to pay for their Membership in up to ten [10] monthly instalments.
  - Debit Success accepts all major credit cards [surcharges apply] as well as Direct Debit. See the full range of Terms & Conditions from Debit Success [here](#).
  - Members will be charged a \$5 sign-up fee when registering for Debit Success monthly instalments. Members will only be required to pay the \$5 sign-up fee when renewing or purchasing their Membership during the months of November 2020 to September 2021. Payments will fall on the 16th of each month for the duration of the payment plan.
  - Neither Netball NSW nor GIANTS Netball will be responsible for any additional fees incurred for missed or late payments.
  - Members are responsible for providing updated or changed credit card information to Debit Success.
  - A 3.09% processing fee [including GST] will also be charged per transaction when paying via Debit Success.
  - Monthly instalments run from November 2020 to August 2021 [inclusive].
32. If Members opt to pay in full, they can do so using the following payment methods:
- Visa, Mastercard, AMEX and Diners. The fees incurred from your credit card provider are the responsibility of the purchaser. Neither Netball NSW nor GIANTS Netball will be

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- responsible for any additional fees incurred for missed or late payments.
  - b. Money Order/Cheque
33. Netball NSW does not accept cash or invoice payments.

## AUTO-RENEWALS

34. Members have the option of opting out of rolling renewal when purchasing their Membership.
35. Rolling renewals are automatically applied to Members paying by monthly instalments.
36. Rolling renewals mean that a Member's Membership is automatically renewed into the same or corresponding Membership package for subsequent seasons, at the relevant updated price. Prior to the renewal rollover, Members will be given a 14-day notice period in writing in which to make changes to the membership order, or to notify the Membership Team in writing that they do not wish to rollover their Membership. Requests for changes or cancellation after this notice period cannot be guaranteed and may be subject to cancellation fees [outlined in Point 51].

## SEATING REQUESTS AND ALLOCATIONS

37. Seating allocations at Ken Rosewall Arena, AIS Arena and any other venue used for GIANTS Netball games are subject to change based on government restrictions and social distancing requirements. If venue capacities are changed, options will be communicated to Members, on how they can access seating for regular season home games, with Members given priority access to seating.
38. Members wishing to attend games at Ken Rosewall Arena will be allocated seating in the following order of priority (based on the date and time their Memberships were purchased and subject to availability):
- a. Priority One - Renewing Foundation Members
  - b. Priority Two - Renewing Members
  - c. Priority Three - Pre-Sale Member Purchasers
  - d. Priority Four - General Public Member Purchasers
39. The following terms apply to upgrade requests made by Members during the renewal window:
- a. To be eligible for an upgrade, Members must first renew their existing Membership package.
  - b. Upon renewal, Members will receive an email with information and a form on how to request an upgrade.
  - c. Once filled out, Members will receive an email confirming receipt of their upgrade request.
  - d. All attempts will be made to fulfil upgrade requests and Members will receive communication as to the success of their request as soon as possible.
  - e. Upgrades will be awarded to Members in the same order of priority as that set out in section 38 above (based on the date and time their Memberships were purchased and subject to availability).
40. Netball NSW reserves the right to change a Member's seating allocation by two [2] seats left or right from their requested allocation, without prior notification, with the same order of priority as that set out in section 38 above being applied by Netball NSW to Members whose seating allocation is changed (based on the date and time their Memberships were purchased and subject to availability).
41. All Members who have successful seat changes and upgrade requests will be contacted via phone and email. Due to the quantity of requests, it is not possible to guarantee that all Members who have been unsuccessful in their requests for seat changes and upgrades will be contacted via phone and email.
42. The following terms and conditions apply to 3 Game General Admission Members:
- a. 3 Game General Admission Members do not receive access to a reserved seat as part of their Membership. Instead, they are entitled to sit within the General Admission area as specified on their Membership Card and entry is subject to capacity.

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- b. If there is no General Admission seating due to social distancing requirements, 3 Game General Admission Members will be required to pre-register for the games they wish to attend. An ezy-ticket will then be provided to Members based on the capacity of each game.
  - c. Should any game reach capacity, 3 Game General Admission Members will be given the opportunity to register for an alternate game.
43. The following terms and conditions apply to 3 Game Derby Members:
- a. 3 Game Derby Members will receive access to a Category 4 Reserved Seat for the Derby against the NSW Swifts game at Ken Rosewall Arena and General Admission seats for the additional two [2] games they choose to attend, subject to capacity.
  - b. If there is no General Admission seating due to social distancing requirements, 3 Game Derby Members will be required to pre-register for the games they wish to attend. An ezy-ticket will then be provided to Members based on the capacity of each game.
  - c. Should any game reach capacity, 3 Game Derby Members will be given the opportunity to register for an alternate game.

## FINALS SERIES

- 44. Members will receive access to the Finals Series Priority Ticket Purchase Window should GIANTS Netball qualify to play in the Finals Series.
- 45. The Finals Series Priority Ticket Purchase Window offer applies to any Finals Series game hosted by GIANTS Netball. If GIANTS Netball contest an away Finals Series match, Members will be offered priority ticketing where available and at the discretion of Netball Australia.
- 46. Netball Australia owns the rights to the Finals Series and therefore Members will not be guaranteed the seats allocated to them during the regular home season.

## REFUNDS AND CANCELLATIONS

- 47. Netball NSW reserves the right to change all or any of the Membership benefits set out on the GIANTS Netball Membership website and accompanying Membership Application Forms to alternative benefits of equivalent value. All packages are strictly sold subject to availability.
- 48. Netball NSW reserves the right to decline or cancel a Membership at any time.
- 49. Once a Membership has been purchased, requests for refunds will only be considered in exceptional circumstances and must be submitted in writing to the Membership Team by emailing [giantsmembership@netballnsw.com](mailto:giantsmembership@netballnsw.com).
- 50. Refunds will not be issued to Members for games that they cannot attend, or for changes in personal circumstances, and no refunds will be given based on team performance.
- 51. If Netball NSW determines, in its discretion, that exceptional circumstances exist and a refund or partial refund of Membership fees is appropriate, any such refund will be subject to the deduction of the following fees, which reflect the value of the Membership pack provided to Members and the Membership category for which a refund has been requested:
  - i. Adult Membership - \$40
  - ii. Junior Membership - \$30
  - iii. Concession Holder Membership - \$35
  - iv. Family Membership - \$100
- 52. Netball NSW acknowledges and agrees that the cancellation or curtailment of the 2021 season or reductions in venue capacities due to government restrictions and social distancing requirements may amount to "exceptional circumstances" if it is not possible for Netball NSW to provide alternative Membership benefits of equivalent value. Netball NSW acknowledges and agrees that the cancellation or curtailment of the 2021 season or reductions in venue capacities due to

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government restrictions and social distancing requirements may amount to “exceptional circumstances” if it is not possible for Netball NSW to provide alternative Membership benefits of equivalent value.

53. Save with respect to any applicable refund of Membership fees, neither Netball NSW nor GIANTS Netball is liable to you for any loss or damage you suffer as a result of games being cancelled, postponed or changed [including venue change].