FOOTBALL AUSTRALIA MEMBERSHIP TERMS AND CONDITIONS

1. Introduction

- 1.1. These Terms and Conditions ("Terms") apply to Football Australia's Membership program. Membership is open to individuals aged 18 years and over
- 1.2. By signing up for Membership and paying the FA+ membership fee (where applicable), you agree to these Terms, Football Australia's Privacy Policy available here and all relevant laws and regulations.

2. Membership tiers

- 2.1. Football Australia offers the following Membership tiers:
 - (a) FA Membership (free); and
 - (b) FA+ (paid).
- Benefits for each option are set out in in the <u>FA+</u> FAQ's.

3. Joining and purchasing Membership

3.1. To join:

- (a) FA Membership: Create or login into your <u>Football Account</u> and submit the Form (no payment required);
- (b) FA+. Create or login into your Football Account and to prompts to complete payment via our secure third-party payment gateway.
- 3.2. Football Australia may reject incomplete Forms and Membership applications or, at its discretion, refuse any Membership application.
- 3.3. Upon successful application and payment (if applicable), you will receive a confirmation email for your Membership and Benefits.

4. Membership Period and Renewal

- 4.1. Membership runs from the date your Membership application is accepted 31 October of each year. You will receive a renewal notice at least thirty (30) days prior to that date via your preferred contact method.
- 4.2. To make changes to your Membership or renew, log into your account by no later than 24 October each year or contact our membership team.
- 4.3. If FA+ is not renewed, you will automatically revert to the free FA Membership tier.

5. Payment Terms

- 5.1. FA+ must be paid in full via credit or debit card (Mastercard, Visa and American Express).
- 5.2. Failed payments may result in suspension or cancellation of your Membership.
- 5.3. All payments are processed in Australian dollars (\$AUD). You are responsible for foreign currency fees and any associated costs.

6. Limitation of Liability

6.1. Nothing in these Terms excludes your rights

- under the *Competition and Consumer Act 2010* (Cth) or other laws that cannot be excluded.
- 6.2. Subject to those rights, if Football Australia is liable to you for:
 - (a) a breach of these express Terms;
 - (b) breach of any implied term under the general law; or
 - (c) negligence (excluding fraud),

Football Australia's liability to you is limited at its option to either refunding any amounts paid by for FA+ or providing or resupplying the Benefits to which you are entitled.

7. Cancellation and Refunds

- Memberships are non-refundable and cannot be cancelled, except as required by law or under these Terms.
- 7.2. Football Australia may cancel your Membership if, in Football Australia's opinion, you have breached these Terms or you engage in conduct that could damage the interests or reputation of Football Australia or its stakeholders. This includes breaches of the of the Terms of Admission, stadium Conditions of Entry found on each stadium's website, Spectator Code of Behaviour; or FA Rules.
- 7.3. Matches and Benefits are limited to those offered in Australia only, and do not include events run by AFC, FIFA, the A-leagues or other third parties, unless otherwise specified by Football Australia.

8. Access to events

- Membership does not guarantee access to all Matches and events. Availably and/or capacity may be limited.
- Access (including early or priority access) is subject to your Membership tier, venue capacity, seat availability and other relevant factors.

9. Transfer and use

- 9.1. Memberships and Benefits are non-transferable and may only be used by the registered member.
- 9.2. Sharing login details or on-selling Benefits is strictly prohibited and may result in
- 9.3. us downgrading or cancelling your Membership without refund.
- 9.4. Identity checks may be conducted at Matches and events. Football Australia also monitors for breaches online and through resale platforms.

10. No Resale or Commercial Use

- 10.1. Memberships and Benefits may not be resold or used for any commercial or marketing purposes (including giveaways or promotions, or being offered for resale at a premium) without Football Australia's prior written consent.
- 10.2. Breach of this clause may result in cancellation of your Membership without refund, or the bearer of a Ticket being refused entry to Match and/or

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refused access to the Benefit.

11. Changes to Terms

- 11.1. Football Australia may amend or update these Terms at any time if, in its absolute discretion, it considers the change to be in the best interests of Memberships or is otherwise necessary or desirable.
- 11.2. Changes will be communicated via email or on our website. By continuing your Membership, you agree to be bound by any such updates and release Football Australia from any claims arising from or in connection with those changes.
- 11.3. If you do not agree to updated Terms, it is your responsibility to contact our membership team in writing to discuss options.

12. Privacy

- Football Australia collects and uses your personal information in accordance with Australian privacy laws and our <u>Privacy Policy</u>.
- 12.2. Your data is used to manage your Membership and communicate offers and relevant information from Football Australia and its partners. You may opt out at any time.

13. General

- (GST and other charges) All prices include GST and applicable card charges, unless stated otherwise.
- (Ticketing fees) Booking fees charged by thirdparty ticketing agencies are your responsibility.
- 13.3. (**No voting rights**) Membership does not confer on you any voting rights in Football Australia.
- 13.4. (Third parties) Football Australia is not responsible for third-party products/services offered as part of your Membership. You engage with third parties at your own risk.
- (Discretion) Football Australia may exercise discretion in enforcing these Terms but does not waive any future rights.
- 13.6. (Match information) Match dates, times, teams and venues are specified on Football Australia's website, and may change at any time. Check our website for updates.
- 13.7. (indemnity) You indemnify Football Australia, its licensees and/or assignees against any loss or liability (including legal costs on a full indemnity basis) arising from your breaching these Terms or any other legal obligation.
- 13.8. (Severability) If any part of these Terms is unenforceable, it is severed and the rest of these Terms remain in force.
- 13.9. (Governing law) These Terms are governed by the laws applicable in the state of New South Wales, and each party submits to the jurisdiction of the courts of New South Wales.

- 13.10. (Entire agreement) These Terms together with the completed Form and Privacy Policy form the entire agreement between Football Australia and you in respect of its subject matter and supersedes any prior agreement, representation or promotional material.
- 13.11. (Football Australia decision is final) Any dispute or issue arising in connection with Membership will be determined solely by Football Australia and/or its nominee. All decisions are final, binding, and not subject to review. No further correspondence will be entered into.

14. Contact Us

- 14.1. If you have any questions about these Terms, please contact our Membership Team:
 - (a) Email Address: <u>membership@footballaustralia.com.au</u>; and
 - (b) Contact phone number: (02) <u>8880 7983</u>, available Monday to Friday between 9:00am and 5:00pm.

15. Definitions

15.1. In these Terms:

- (a) Benefit means any of the entitlements or benefits associated with the applicable Membership tier, as listed in FAQs or updates on our website.
- (b) **FA+** means our paid tier of Membership.
- (c) FA Membership means our free tier of Membership.
- (d) FIFA means Fédération Internationale de Football Association.
- (e) Football Australia or us means Football Australia Limited (ACN 106 478 068) of Level 2, 4 Drivers Avenue, Moore Park, NSW 2021.
- (f) Football Account means the account used to manage Memberships via Football Australia's Play Football portal.
- (g) Match means official matches hosted by or played under the auspices of Football Australia in Australia 1 October 2025 to 31 October 2026 featuring the CommBank Socceroos or the CommBank Matildas.
- (h) Membership means Football Australia's member loyalty program, currently comprised of FA Membership and FA+.
- Tickets mean any ticket allocations to Matches that form part of the Membership Benefits.
- (j) Form means the completed application form for Membership.
- (k) **you** means the person named on the completed Form.