

Gold Coast Blaze Membership
Terms & Conditions
Season 2011/12

The completed membership application form (herein referred to as Form) and these terms (including any incorporated terms) form a legally binding contract between the person/s named on the Form (herein referred to as You) and Gold Coast Blaze (herein referred to as the Club)(Agreement). By purchasing a membership of the Club you agree to the terms of this Agreement.

Purchase of Membership & Benefits

1. The Club will process forms in the order they are received.
2. The Club will not process any Form which is incomplete.
3. The Club reserves the right to not accept any Form in its absolute discretion.
4. Junior Memberships are available to a person aged between four (4) and 15 years (inclusive). Any child aged three (3) and under may attend for free on the knee of an adult.
5. Concession Memberships are available to members holding a Seniors or Pensioner Concession Card issued by Centrelink or a Full-Time Student Card. Proof of the members concession details are required to be recorded on the Form.
6. Family Memberships include:
 - a. Gold Section – two (2) adults and two (2) juniors
 - b. Blue / Fuel / Yellow / Orange Sections – two (2) adults and up to four (4) juniors
7. Members who purchase a 2011/12 Membership prior to 1 September 2011 are eligible for the early bird Mega-Klapper which will be available for collection with their Membership Pack at the Members Open Day.
8. Memberships cannot be bought through Ticketek or Gold Coast Convention and Exhibition Centre (herein referred to GCCEC).
9. Your Membership is personal, however you may give your Membership HardCard/s or Voucher/s to a friend or family member to attend if you are unable to attend an individual Game however the individual must be of the same Membership type. For example, Concession Memberships can only be transferred to other eligible concession card holders.
10. All Memberships exclude 2011/12 Pre-Season Games and Play Off Series however all Season Members will be issued with one (1) free Pre-Season Game ticket per individual Season Member. Pre-Season Game determined by the Club.
11. All renewing members must continue to use their previously supplied Membership Keyring and allotted Membership Number. All Members retain their Membership Number for the duration of their active Membership. Membership Keyrings are only provided to new 2011/12 Members. Lost Membership Keyrings incur a \$20 replacement fee.
12. Members must present their Pyromaniac Discount Card at the Blaze Merchandise Store on Game nights to receive Members-Only discounted prices. Proof of identity is also required.
13. All Members are entitled to one (1) free Game Night Program per game.
14. Bruce Lynton BMW Platinum Club Members must present their Parking Pass to gain entry into the parking lot at GCCEC. Lost Parking Passes cannot be replaced.

15. Fuel Section Members will receive one (1) free Fuel Pack per seat purchased. Free Fuel Pack is not included in 4-Burner Pass Memberships.

Seating Allocation

16. The Club cannot guarantee that requested seats will be available for your 14 Game Season Membership. Seating will be allocated on first in basis.
17. 4-Burner Pass Members are not allocated a reserved seat. You will be issued with four Vouchers to attend any four Games of your choice which must be redeemed prior to the Game through the Club's office or at the Ticketek booth located at GCCEC. Seating is subject to availability and stadium capacity. If seating is unavailable in your purchased Section you may redeem Voucher in a Section of lower value. Vouchers cannot be redeemed for pre season games or NBL Play Off Series. Unredeemed Vouchers are non-refundable.
18. The exclusive renewal period for 2010/11 Members expired on 31 March 2011 per the Freeze Campaign. Any seats not renewed by that date may no longer be available for you to purchase.
19. Members who require accessible seating, should include a note explaining the nature of their specific seating requirements on their Form. This should include the need for wheelchair seating and, if required, the need for a carer seat.
20. The Club will accept government issued Companion Cards for all Memberships. A photocopy of your companion card will need to be submitted with your Form.

Payment of Membership

21. All prices quoted are GST inclusive.
22. By signing the Form, you have entered into an agreement to ensure sufficient funds are available for the Total Cost of your Membership.
23. The following forms of payment are accepted by the Club:
 - a. Credit Cards: Visa, Mastercard, Amex.
 - b. Bank/Personal/Company Cheques and Money Orders: Should be made out to Gold Coast Blaze Pty Ltd.
 - c. Debit Cards: Debit cards that act as credit cards are accepted. All other debit card payments can only be made in personal at the Club's office.
 - d. Timeout Payment Plan (herein referred to as TPP):
 - i. Is not available for 4-Burner Pass purchases.
 - ii. Is only available for credit card holders and holders of debit card acting as credit cards.
 - iii. Only one credit card can be used for TPP payments.
 - iv. A one off administration fee of \$20 is applicable and payable with your first instalment.
 - v. By electing to go on the TPP you authorise the Club to arrange a transfer of funds from your nominated credit card in amounts applicable to your Membership type and at intervals as advised in point (vi).
 - vi. TPP payments will be deducted in a maximum number of ten (10) equal instalments on the 1st of every month beginning on 1 July 2011 and ending on 1 April 2012.
 - vii. TPP is available until 5pm AEST on 1 April 2012.
 - viii. Members applying for TPP after the first scheduled payment on the 1 July 2011 will have the total number of lapsed payments deducted plus the one

off administration fee on their first monthly instalment and then subsequent payments at each specified date.

- ix. If any payment fails to transfer on the 1st, further attempts will be made in the next five (5) working days to attempt to clear the fund transfer. If further attempts are not successful you will be contacted by the Club and be required to make an immediate payment. Any fees levied to you by your financial institution will be payable by you.
- x. The Club may suspend or cancel your Membership if on two (2) consecutive occasions your financial institution does not honour the payment drawing. The Club will notify you if we suspend or cancel your Membership. If your Membership is suspended or cancelled you will not be able to gain access to Games or other Membership benefits.
- xi. It is your responsibility to ensure that: (a) the account details you have provided are correct, including notification should the expiry date change within the 10-month TPP program; (b) you have sufficient funds available in the nominated account on the scheduled drawing date.
- xii. Members can opt out of the TPP at any time upon payment of any owed upcoming instalments.
- xiii. If you believe that a withdrawal has been initiated incorrectly, please contact the Club on (07) 5527 5427.

Ticket Conditions

24. Members are required to carry their current 2011/12 HardCard with them when attending a Game. If your HardCard is lost or stolen you are required to contact the Club to organise a replacement at a fee of \$20 per HardCard.
25. If you purchased a Junior or Concession Membership, you may be requested to present your identification or concession card as a condition of entry to the Stadium.
26. In respect to all HardCards and Vouchers you receive as part of your Membership, you must comply and must ensure that each subsequent holder of any of your HardCards or Vouchers complies with:
 - a. This Agreement;
 - b. Ticketek's Terms of Admission available at www.ticketek.com.au; and
 - c. The Stadium Terms of Entry for GCCEC available at www.gccec.com.au.
27. It is an essential condition of this Agreement and of the right of admission to the Game conferred on the holder of a HardCard or Voucher that you and each subsequent holder agree with the Club:
 - a. Not to resell the HardCard or Voucher 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 the Club's prior written consent. If this condition is breached, the Club may, in addition to any other remedy and even if the holder of the HardCard or Voucher did not have notice of the condition of the breach, deny the holder admission to the Game and retain the price of the HardCard or Voucher.

28. Club reserves the right to cancel Membership at any time if, in the Club's opinion, a member engages in disruptive behaviour which is deemed prejudicial, or likely to be prejudicial, to the interests or reputation to the game, Club, National Basketball League (herein referred to as NBL) or any of their sponsors. Disruptive behaviour may include any attempted or actual act or omission by a person that constitutes a breach of the Terms of Admission, Stadium Conditions of Entry or Spectator Code of Conduct (see clause (29)); or behaviour that jeopardises, or has the potential to jeopardise, the safety or security of a Game.
29. Spectator Code of Conduct – Whilst barracking and supporting your Club is a vital part of the game, offensive language and gestures are not in the spirit of the game. Likewise, members who consume alcohol at a Game are to do so responsibly so that their behaviour does not spoil the event for fellow attendees. Members who breach the Code of Conduct may face Membership penalties including cancellation of their Membership.

Member-Get-Member Recruitment Rewards

30. Recruitment Rewards do not apply for Members recruiting 2011/12 4-Burner Pass Members.
31. Recruitments are calculated per individual Season Membership person recruited. For example, a Family of five (5) who purchase six (6) seats will be calculated as five (5) new members.
32. Renewing 2010/11 Members do not qualify as newly recruited members.
33. New 2011/12 Members must indicate the existing Blaze Member who recruited them on their 2011/12 application Form.
34. The 2011/12 Member-Get-Member Recruitment promotion closes on the 5pm AEST on 1 April 2012.
35. Recruitment Rewards/Prizes:
 - a. Minor prize 1: Recruit 4-9 Members and receive a basketball signed by the 2011/12 Blaze team.
 - b. Minor prize 2: Recruit 10 or more Members and receive point (a) above and a personalised 2011/12 playing jersey signed by the 2011/12 Blaze team.
 - c. Major prize: The Member who recruits the highest number of new Members will receive points (a) & (b) above and a 2012/13 Membership of equal value to current 2011/12 Membership. If the Member wishes to upgrade section or quantity of seats, Member may pay the price difference based on 2012/13 prices.
 - d. Recruitment Rewards will be awarded as Members reach the various recruitment totals. Members will be notified immediately. Major prize winner will be notified at the end of season 2011/12.
 - e. Recruitment Rewards are only allocated as an individual prize to the existing primary account holder. For example, a family who recruits 12 new members will receive one signed ball and one personalised, signed jersey only.

Cancellation, Refunds and Replacements

36. Once your Form is sent to the Club you cannot cancel your Membership.
37. Lost or stolen HardCards must be replaced and incur a replacement fee of a \$20.
38. Lost or stolen 4-Burner Pass Vouchers are not replaceable.
39. Lost or stolen Bruce Lynton BMW Platinum Club Parking Passes are not replaceable.
40. Lost or stolen Blaze Keyrings may be replaced on payment of a \$20 fee.
41. Lost or stolen Pyromaniac Discount Cards may be replaced on payment of a \$20 fee.

42. Lost or stolen Bruce Lynton BMW Platinum Club Wrist Bands may be replaced on payment of a \$2 fee per wrist band.
43. Club will refund the pro rata value of a Ticket only if the Ticket is for a Game that is cancelled and cannot be rescheduled and will refund the pro rata value of the Membership only if the NBL ceases to exist.

Limitation of Liability

44. Nothing in this Agreement affects your rights under the Trade Practices Act 1974 (Cth) or similar state legislation under which the Club's liability may not be excluded, restricted or modified by private agreement.
45. If the Club is liable to you for any:
 - a. Breach by the Club of any express term of this Agreement;
 - b. Breach by the Club of any term implied into this Agreement under the general law; or
 - c. Any tort committed by the Club (including negligence but not including fraud), the Club's liability to you is limited (at the Club's election) to the Club repaying any amounts paid by you under this Agreement or supplying or resupplying any Membership or Tickets to which you are entitled in accordance with the terms of this Agreement.
46. Subject to the above:
 - a. Club is not liable to you for any loss or damage you suffer as a result of the NBL, your Membership or any Game being cancelled, postponed or changed; and
 - b. Club disclaims the existence of any common law duty of care to you and any holder of the ticket.

Privacy Statement & Club Communication

47. Club respects the privacy of the individuals on whom the Club collects, uses and discloses personal information. The personal information that the Club collects on the Form is used for the purpose of processing your Membership and providing you with basketball related information and offers from the Club and NBL. If you do not want to receive special offers from NBL or the Club's sponsors, please advise the Club in writing.
48. Procedures are in place to ensure that personal information remains confidential. The Club is mindful that your personal details are private and as such, we will only disclose member's information in accordance with the Privacy Act 1988.
49. Members may access their private information held on the Club database by contacting the Club's office.
50. It is the responsibility of Members to update personal details. If details should change, the Club holds no responsibility for Members' failure to receive club communication. To update personal details please call the Club's office on (07) 5527 5427, email pyro@blazegc.com.au or log onto the Gold Coast Blaze Pyromaniac Membership Portal via www.blazegc.com.au.
51. The Club communicates with Members via SMS Text Message, Telephone, Email, Direct Mail, Facebook (Pyromaniac Blaze Season-Member Friend Page) and Pyromaniac Membership Portal.
52. No charges apply to any form of communication from the Club.
53. Members have the right to opt out of receiving Club communication and marketing collateral.

General

54. Club 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.
55. All dates, times, participating teams and venues of Games are as specified on www.blazegc.com.au. From time to time these may change without notice to you.
56. This Agreement:
- a. Is governed by the law applicable in the state of Queensland each party submits to the jurisdiction of the courts of that state; and
 - b. Is the entire agreement between the Club and you in respect of its subject matter and supersedes any brochure, prior agreement, representation or promotional material.

Definitions

57. In this Agreement:

4-Burner Pass is a Membership type that entitles you to four Games of your choice excluding Pre-Season and Play Off Series.

Communication means information, news, updates, competitions and announcements referring to the Club, NBL, Sponsors etc.

Game means a basketball game in the NBL in which the Club's team participates in at the date, time and venue and against the opposing team as specified in the NBL Schedule, but excludes any Pre or Post-Season Club game, the NBL Play Off Series, and any other game, competition or tournament staged or sanctioned by the NBL or the Club.

HardCard means your Membership card that forms part of the Membership benefits and gains you entry into the Stadium at GCCEC.

Membership means the type of Membership (Season or 4-Burner Pass) nominated by you on your Form, including the Tickets and Benefits of that type and section.

NBL means National Basketball League, the national governing body of Basketball in Australia.

Season Membership is a Membership type that entitles you to fourteen Games excluding Pre-Season and Play Off Series.

Section refers to tiered seating sections within the arena eg: Gold, Blue etc.

TPP means Timeout Payment Plan, a payment choice available to Season Memberships only, not 4-Burner Pass Memberships.

Vouchers mean part of the 4-Burner Pass Membership that are issued to you and are to be redeemed for paper tickets to gain entry into the Stadium at GCCEC. Vouchers do not guarantee seating and are not a reserved seat.

All other terms used but not defined have the meaning given to them in your Form.