

CLUB VICTORY MEMBERSHIP AND PROMOTION TERMS AND CONDITIONS

The completed Club Victory application form (**Form**) and these terms (including any incorporated terms) form a binding and enforceable legal agreement (**Agreement**) between the person(s) or entity named on the Form (**you, your or Club Victory member**) and Melbourne Victory Limited ACN 111 441 868 trading as the Melbourne Victory Football Club (**Club, MV, we or us**).

1. By applying for or otherwise accepting membership of the Club Victory program, You agree to be bound by and comply with these terms.
2. Nothing in these terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the *Australian Consumer Law* in *Schedule 2* of the *Competition and Consumer Act 2010* (Cth) or any other applicable law that cannot be excluded, restricted or modified by agreement (**Non-Excludable Rights**).

Applying for and obtaining Club Victory membership

3. Payment of membership must be made at the time of receipt of the Form by the Club. Unless and until payment has been made, the Rebate Program (means the program set out in items 13 to 18 (inclusive)) and Club Victory Benefits (as described for each category of Club Victory Membership set out, or referred to, in items 9 to 12 (inclusive)) will not apply to You.
4. Subject to your Non-Excludable Rights and clauses 48 and 49, you can only receive a refund, if at the time of processing the Form the Club is unable to provide the requested membership category or seating allocation (as appropriate).
5. The Club reserves the right not to:
 - (a) process any Form which is incomplete;
 - (b) accept any changes to the Form (except for change of your contact details of which it is your responsibility to notify the Club); or
 - (c) otherwise accept any application Form, in its reasonable discretion.
6. Upon your successful application for Club Victory membership, the Club will register you as a Club Victory member and enrol you into the Rebate Program.
7. You must notify the Club of any change in circumstance or details, including any changes to the contact person for your entity enrolled in the Club Victory membership program and any other relevant information that could affect your membership of the Club from time to time. The Club will not be responsible for any loss that occurs to you as a result of the member failing to notify the Club of any change in circumstance or details.

Club membership terms

8. To the extent that you are provided with any memberships for the Club as part of the Club Victory membership/program, then the terms and conditions of membership set out at <https://gomvfc.com.au/terms-and-conditions> will apply.

Club Victory Benefits

9. **Club Victory Renewing Clubs:** All Club Victory Renewing Clubs (being clubs that were part of the Club Victory program for A-Leagues season 2022/23) will receive:
 - (a) Entry into the Registration Promotion;
 - (b) Entry into the Renewing Clubs Promotion;
 - (c) Participation in the Rebate Program;
 - (d) 6 x opportunities to have 1 x player appearance at your club at such a time, date and location as approved by the Club (acting reasonably, and provided the appearance is no more than 90 mins in duration);
 - (e) 2 x opportunities to have 1 x participant in an A-League Mens match day activity;

- (f) 2 x opportunities to have 1 x participant in an A-League Womens match day activity;
- (g) 15 opportunities to win 1 x team signed A-League Mens jersey;
- (h) 15 opportunities to win 1 x team signed A-League Womens jersey; and
- (i) 6 x opportunities to win x 1 hour community coaching session to be held at a mutually agreed time and location, on such terms as you and MV agree.

10. **Club Victory Partners:** All Club Victory Match Day Partners (being any Club Victory Member that was not a member of Club Victory for the 2022/23 A-Leagues season) will receive:

- (a) Entry into the Registration Promotion;
- (b) Participation in the Rebate Program;
- (c) Entry into the existing members promotion;

11. The Club, reserves the right to, acting reasonably and subject to any applicable laws, vary or remove membership benefits if existing membership benefits cannot be provided due to a Force Majeure Event (being any event or circumstance or combination of events or circumstances which is beyond the reasonable control of a party, including an act of God, fire, lightning, explosion, flood, subsidence, insurrection, epidemic, pandemic or civil disorder or military operations), including any COVID-19 event. The Club will use reasonable endeavours to advise members of any material changes to the membership benefits.

12. For the avoidance of doubt, the Club will not provide a refund to any Member as a result any event that triggers clause 11.

Rebate Program

13. Participants in the Rebate Scheme will receive a rebate equal to 10% of the total value of all MV Club memberships (each a **New CV Affiliated Member**) sold by MV to members and participants affiliated with the Club Victory Member, provided that the New CV Affiliated Member was not a Club member in any capacity during the 2022/23 A-Leagues season (**Rebate**).
14. Each Club Victory Member will be provided by MV with (**Relevant Content**):
 - (a) All social media, digital and other marketing assets required in order to market and promote Club memberships to each of its registrants, members and participants; and
 - (b) Any ticketing offers which the Club determines, in its discretion, to provide to you in order to try and maximise the number of New CV Affiliated Members.
15. In consideration of MV providing the items set out in item 14 to you, you must ensure that you (ie the relevant Club Victory member):
 - (a) Promotes the Club and its membership program using the Relevant Content; and
 - (b) Uses all reasonable endeavours to maximise the number of New CV Affiliated Members.
16. In order for MV to determine the amount of the Rebate, the relevant Club Victory Member must provide MV within 10 Business Days of being requested to do so, with (**Requested Information**):
 - (a) A list of all New CV Affiliated Members (in the format requested by MV); and
 - (b) All other information reasonably required in order for MV to calculate the Rebate.

17. Within 20 Business Days of receipt of the Requested Information, MV will notify you of the total value of your Rebate.
18. The Club will pay to each Club Victory Member any Rebate applicable, no later than 31 May 2024.

Promotions

19. The Registration Promotion, and the Renewing Clubs Promotion all constitute a Promotion under this Agreement.
20. **Items 21 to 47 (inclusive) apply to each Promotion.**
21. The Promoter is Melbourne Victory Limited ACN 111 441 868.
22. Information on how to enter and the prize/s form part of this Agreement. Participation in this promotion is deemed acceptance of this Agreement.
23. Entry is only open to Club Victory members for the 2023/24 A-Leagues season.
24. Each Promotion commences on 10 August 2023 and entries close at 11:59pm AEST on 30 November 2023 (**Promotional Period**).
25. To enter, each Entrant must sign up to Club Victory (and pay in full) online at <https://melbournevictory.com.au/community/our-pathways/club-victory> (and in signing up will be entered into each Promotion which applies to the category of Club Victory Membership enrolled in.)
26. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, age and place of residence and Club Victory membership status) and reserves the right, in its sole discretion, to disqualify any Club Victory Member who the Promoter has reason to believe has breached any of this Agreement, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
27. Incomplete or indecipherable entries will be deemed invalid.
28. Each Club Victory Member may enter each applicable Promotion only once. Only (1) entry is permitted per Club Victory Member (per applicable Promotion);
29. An Entrant is prohibited from winning multiple prizes in the same Promotion.
30. If there is a dispute concerning the conduct of this Promotion (including as to the identity of an Entrant) or in respect to claiming a prize, the Promoter will consider the Entrant's grievances however reserves the right to resolve the dispute in the manner it determines most appropriate, acting reasonably.
31. The draw for each Promotion will take place at Melbourne Victory's Office located at AAMI Park, 60 Olympic Boulevard, Melbourne, Victoria on **Friday 1 December 2023** as follows:
 - (a) In the case of the Registration Promotion, at 11:00am AEST; and
 - (b) In the case of the Renewing Clubs Promotion at 11:15am AEST.
32. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible Entrant is drawn.
33. The winner/s of each Promotion will be notified in writing within two (2) business days of the draw date.
34. The winner/s of each Promotion will be published online at melbournevictory.com.au from **6 December 2023** for a period of 28 days.
35. If more than one (1) prize is to be awarded, the prizes will be awarded in descending order of value and the prize/s

for each Promotion are set out under the terms of the relevant Promotion below.

36. If a prize (or part of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority. Subject to the unclaimed prize draw clause, if for any reason a/the winner does not take or claim a prize (or an element of a prize) by the time stipulated by the Promoter in this Agreement, then the prize (or that element of the prize) will be forfeited.
37. Total prize pool value is:
 - (a) In the case of the Registration Promotion: **\$12,000**;
 - (b) In the case of the Renewing Clubs Promotion: **\$9,000**
38. Prize/s or any unused portion of the prize, are/is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
39. A draw for a prize if unclaimed may take place on **Wednesday 6 December 2023** Melbourne Victory Office, AAMI Park, 60 Olympic Boulevard, Melbourne, Victoria. Each unclaimed prize draw will occur on 6 December at the same time allocated for the initial prize draw for that Promotion set out in item 31, subject to any directions from a regulatory authority. In the case of a winner, they will be notified in writing within two (2) business days of the draw. The winner/s will be published at melbournevictory.com.au from 8 December 2023.
40. If there is no prize winner or the prize winner (including any winner of the unclaimed prize draw) cannot be found, the Promoter will publish this information at melbournevictory.com.au from 8 December 2023 for a period of 28 days.
41. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media (**PR Materials**) for an unlimited period without remuneration for the purpose of promoting the applicable Promotion and Club Victory Membership program. Each Entrant represents and warrants that to the extent any person associated with the Entrant forms part of the PR Materials, the Entrant has obtained a royalty free, perpetual licence from that person to enable the use of the PR Materials, without recourse, by MV.
42. If a Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
43. Nothing in this Agreement limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act (Cth) or similar consumer protection laws in the States and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
44. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage

- (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third-party interference; (c) any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
45. Any cost associated with accessing the competition website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
46. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities, and may also use and handle personal information as set out in its privacy policy. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised by the Entrant, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter by emailing membership@mvfc.com.au. All entries become the property of the Promoter. Visit melbournevictory.com.au for the Promoter's privacy policy, which contains information about how entrants may seek to access or correct their personal information held by the Promoter or complain about a breach of their privacy, and how the Promoter will deal with that complaint.
47. If any terms and conditions are imposed by a third party on your ability to use some or all of the (Third Party Provider) then you must comply with those additional terms (which may include a requirement to demonstrate appropriate standards of behaviour while using the reward) or you will forfeit the reward (and the ability to continue to use and enjoy the reward) immediately on notice from the relevant Third Party Provider, or Melbourne Victory (as applicable).
- Registration Promotion**
48. The 13 prizes for the Registration Promotion are as follows:
- (a) 5 x opportunities to have 1 x participant in an A-League Mens match day activity;
 - (b) 5 x opportunities to have 1 x participant in an A-League Womens match day activity;
 - (c) 1 x team signed A-League Mens jersey;
 - (d) 1 x team signed A-League Womens jersey; and
 - (e) 1 x 1 hour community coaching session to be held at a mutually agreed time and location, on such terms as you and MV agree.
- Renewing Champions Promotion**
49. The 42 prizes for the Renewing Champions Promotion are as follows:
- (a) 15 x team signed A-League Mens jersey;
 - (b) 15 x team signed A-League Womens jersey; and
 - (c) 6 x 1 hour community coaching sessions to be held at a mutually agreed time and location, on such terms as you and MV agree; and
 - (d) 6 x 1 player appearance at your club at such a time, date and location as approved by the Club (acting reasonably, and provided the appearance is no more than 90 mins in duration).
- Existing Members promotion**
50. The 10 prizes for the Existing Members promotion are as follows:
- (a) 5 x team signed A-League Mens jersey;
 - (b) 5 x team signed A-League Womens jersey;
- Privacy General**
51. The 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.
52. These terms:
- (a) are governed by the law applicable in the state of Victoria and each party submits to the jurisdiction of the courts of that State; and
 - (b) are the entire agreement between the Club and you in respect of its subject matter and to the extent permitted by law, supersedes any prior agreement, representation or promotional material.
53. Neither party shall be liable for any delay or failure to perform its obligations under these terms, other than payment of any monetary sums due and owing to the other party, if such failure or delay is due to a Force Majeure Event.