



2021-22 MEMBERSHIP TERMS AND CONDITIONS

All 2021-22 Brydens Lawyers Sydney Kings and Brydens Sydney Uni Flames memberships are subject to the following terms and conditions:

1. Purchase of Membership

1.1 Members may choose to join or renew their Kings and/or Flames Membership either online, over the phone, in person or via renewal form in the post.

1.2 After submitting an application or renewal for membership(s) and payment of Membership Fee, the Kings will issue you an Order Confirmation via email once the membership has been processed. You must have a valid primary email address attached to your membership account to receive your Order Confirmation.

1.3 Memberships purchased after the first home game will be charged at the prices listed on the 2021-22 Kings/Flames Membership site and will not be sold on a pro-rata basis unless advertised.

1.4 The Kings and Flames reserve their right not to accept any Membership application form in its absolute discretion.

1.5 Subject to applicable law, once your Membership has been processed you are not entitled to a refund. You may request a refund in writing (email or post) and your request will be assessed by Kings Management. Any refunds (whole or partial) will be at the sole discretion of the Kings Management.

2. Renewing Memberships

2.1 A Renewing Member is classified as anyone who held a 2020-21 Kings or Flames Membership and purchased 2021-22 Membership prior to the second home game of the season.

2.2 Early Bird Member Renewal Pricing for Full Season Members will only be available prior to the Same Seat Members Cut Off Date. 2021-22 Members who renew after the Same Seat Members Cut Off Date will be charged New Member prices.

2.3 Any seats previously allocated to 2020-21 Full Season Members who have not renewed prior to the Same Seat Members Cut Off Date, will automatically be made available for allocation to upgrading and/or new Members.

2.4 2020-21 Full Season Members who renew their Membership(s) prior to the Same Seat Cut Off Date, but request a change of seating, will have their 2020-21 seats held until their Seat Change Request is processed. It is the Member's responsibility to ensure they follow the instructions for submitting a seat change request.



2.5 Renewing 2020-21 Full Season Members who renew after the Same Seat Members Cut Off Date may not be able to access their 2020-21 allocated Members seating.

2.6 Guarantee of same seat is only available to Full Season Members who renew their Full Season Membership prior to the Same Seat Members Cut Off Date. The Kings are unable to guarantee same seat for Partial Season Members who upgrade to a Full Season Membership or Full Season Members who drop down to a Partial Season Membership.

3. New Memberships

3.1 New Members joining in 2021-22 will be charged New Member prices as outlined on the Membership website.

3.2 A New Member is classified as a person who did not hold a Kings or Flames Membership during the 2020-21 season.

4. Prices

4.1 All Prices include GST and any applicable NBL fees or levies.

5. Membership Classifications and Concessions

5.1 Family Memberships are available for two adults and two juniors (see 5.2 for definition of a junior).

5.2 To be eligible for a Junior Membership, the applicant must be 18 years of age or younger as of 1 October 2021. Juniors aged under 3 at 1 October 2021 are entitled to attend matches without a Membership, however, they must not occupy a seat.

5.3 To be eligible for a Concession Membership, the applicant must hold a current government-issued Pensioner Concession Card, Full-Time Student Card or Repatriation Health Care Card Totally and Permanently Incapacitated.

5.4 Concession Cards must be valid for the entire duration of the 2021-22 NBL and WNBL season.

5.5 Members are required to notify the Kings or Flames of any change in circumstances, including the issuing or withdrawal of concession status. Should there be a change in concession status, the member will be required to pay the difference between non-concession member pricing and concession member pricing for their particular membership. Should the Member not pay the difference within the time notified by the Kings, the Kings reserves the right to suspend the membership with all of the member's benefits suspended until the difference is paid. The member is not entitled to seek any compensation or refund should any of its member's benefits be suspended due to no or late payment of the difference.

5.6 Please note that Health Care Cards and Seniors Business Discount Cards are not accepted as a form of concession.



5.7 All Concession Cardholders are required to present their concession identification card upon access to the venue if requested, as per the conditions of entry. If a Concession Card cannot be presented the membership card holder will be refused entry to the venue.

5.8 Members who hold a valid Companion Card may apply for a second membership seat at no extra charge to accommodate their companion when a concession membership is purchased for themselves.

5.9 Companion Cardholders must provide a printed copy of the Companion Card with the application/renewal. Companion Cards must be provided at the time of application/renewal and cannot be arranged after this point. For this reason, Companion Card Memberships cannot be processed online.

5.10 The Companion Membership will be issued in the name of the Companion Card Holder.

5.11 The Companion Membership only includes venue access and a seat at relevant games. The Companion Memberships does not include any additional member benefits including but not limited to, Membership Pack collateral.

6. Upfront Payment

6.1 Members may pay in full via VISA, Mastercard, American Express, Cheque, Money Order or EFTPOS.

6.2 If a cheque is dishonoured, you will be contacted for an alternate form of payment. Dishonoured cheques may incur an immediate fee applied by the bank. Any fees levied to you by your financial institution will be payable by you.

7. Monthly Instalment Plan

7.1 By agreeing to pay your membership via the Kings Payment Plan, you authorise the Kings, or associated third parties, to debit from your nominated Credit Card or Debit Account as set out in your membership application form. Additional fees (including credit card fees and management fees) may apply.

7.2 Fees associated with the instalment plan will be a 3.09% administration fee to each instalment. There will also be a \$5.00 set-up fee that must be paid directly to DebitSuccess upon selecting the instalment option. Members should be aware that additional fees apply for cancellations and missed payments.

7.3 Instalments will be withdrawn monthly. Payments will be the total amount (including additional fees) divided by the remaining months.

7.4 You can purchase a membership and join a monthly payment plan at any stage between July and December.



7.5 It is your responsibility to ensure that sufficient funds are available in your nominated account in order for payments to be processed. Any fees levied to you by your financial institution for a dishonoured payment will be payable by you. Any fees incurred by the Kings for a dishonoured payment will be added to the next instalment.

7.6 The Kings and Flames reserve the right to suspend or cancel your membership if on two consecutive occasions your payment cannot be processed due to insufficient funds in your nominated account. We will notify you in writing if we suspend or cancel your payment plan arrangement.

7.7 If your membership is suspended, your membership barcode will be blocked and your membership entitlements will be suspended until such time that the overdue payments have been received.

7.8 If you believe that a payment has been withdrawn incorrectly, please contact the Kings on 1300 KINGS1.

7.9 You must advise DebitSuccess if you close your nominated account and supply them with a substitute account in order for your payments to continue.

7.10 We will keep your account and other financial institution details confidential. However, we may disclose these details:

- (a) If you consent in writing; or
- (b) To the extent required by law; or
- (c) For the purpose of this Agreement, for example, in relation to a payment dispute.

8. Rolling Renewals

8.1 All Members paying via credit card (VISA, Mastercard or American Express) or a debit card backed by VISA or Mastercard, regardless of package type or payment method (upfront or instalments), agree to be opted in for 'Rolling Renewals', facilitating automatic rollover of your membership from year to year on these terms and conditions.

8.2 Memberships will be automatically renewed into the same package(s) and seat(s) for subsequent seasons, at the updated and relevant price, using the same payment details as the previous season, unless otherwise advised.

8.3 Prior to the rollover, Members will receive written notice via email to the supplied Members email which details the pricing for the upcoming season and provides a 14-day opt out period.

8.4 During the opt-out period, Members must notify the Kings or Flames via email (membership@sydneykings.com.au) if they wish to opt out from rolling renewals. A cancellation fee will be charged to all Members wishing to cancel after the automated rollover has taken place.



9. Transfer of Membership Cards

9.1 Kings and Flames Members can transfer their membership (or individual game tickets) to a family member or friend providing that individual is at the equivalent level of entry. Concession and Junior Members who transfer their tickets to an adult will be refused entry into the venue.

10. Membership On-selling

10.1 Kings and Flames Membership cards or individual match tickets may not, without prior written consent of the Kings, be on-sold (including via on-line auction sites) either by the original purchaser or any subsequent bearer.

10.2 Kings and Flames Membership cards or individual match tickets may not, without prior written consent of the Kings, be used for commercial purposes (including advertising, promotion, competitions and trade promotions) or to enhance the demand for other goods or services, either by the original purchaser or subsequent bearer.

10.3 The Kings and Flames bear the right to cancel without refund, any ticket which is deemed to be in breach of conditions 10.1 or 10.2. The bearer of the ticket may subsequently be refused admission. Further penalties will apply (including cancellation of any offending member's Kings or Flames Membership without a refund).

10.4 Members should be aware that there is legislation in NSW relating to the resale of tickets at Qudos Bank Arena and breach of these laws may attract criminal penalties.

11. Membership Seating

11.1 All reserved seating categories are subject to venue capacity.

11.2 Reserve Seat Membership guarantees the member a reserved seat at Qudos Bank Arena games during the 2021-22 NBL regular season and 2021-22 WNBL regular season. Seating location is dependent on the membership type selected (see Venue Map).

11.3 The Kings and Flames reserve the right to change reserve seating from season to season. Where possible, the Kings and Flames will attempt to keep Full Season members in the same seat selection from season to season provided that members renew prior to the same seat cut-off date set each year and the member purchases the same membership type in the new season.

11.4 Members must renew their membership with the corresponding new membership type before the same seat cut-off date to ensure same seating.

11.5 Renewing members wanting to change their seating must request the change in writing or notify the Kings when completing their membership application. Requested seating cannot be guaranteed. The Kings will take all reasonable steps to contact affected members if a request cannot be fulfilled.



11.6 New members may select preferred seating, including to be seated with other members, when completing their membership application. Alternatively, new members can notify the Kings of their preferences via email. Requested seating cannot be guaranteed. If the requested seating is no longer available, the Kings will select seating as close as possible to those requested by the new member. If no request is received, the Kings will allocate seating at its discretion.

11.7 Reserved seats will be allocated after the same seat cut-off date expires, with renewing members receiving first priority. Allocation for new members is based on availability and will be processed in order of the date membership is purchased (provided that a seating request is received).

11.8 In the event that government-imposed crowd regulations require the Kings and Flames to implement social distancing seating protocols, the Kings and Flames reserve the right to temporarily relocate any members' seating for the 2021-22 season in order to meet government requirements. In the event that government-imposed social distancing crowd regulations are no longer in place for the 2022-23 season, then Members will be relocated back to their original 2021-22 seats.

12. Partial Season Memberships

12.1 'Partial season memberships' is defined as memberships which includes less than 14 game access entitlements. This includes but is not limited to 7-Game, 3-Game and Regional memberships. 'Partial season members' is defined by as a person who holds a partial season membership.

12.2 Partial season members will be provided with a designated ticket redemption window for each home game (subject to availability). Reserved seats for partial season members are based on a first in basis. Access to games is subject to capacity and availability at time of redemption.

12.3 It is the responsibility of the member to redeem game tickets online through member online accounts or Ticketek. The Kings and Flames are unable to offer same seats for partial season members or guarantee access to all games.

12.4 The Kings and Flames reserve the right to nominate games as being unavailable or capping the available seats for partial season redemption.

12.5 Partial season members are unable to exchange or return game tickets once allocated.

12.6 The Kings and Flames partial season members who do not redeem their member entitlements will not be eligible for a refund (either in full or partial).

13. Finals Ticketing

13.1 Finals tickets are **not** included in memberships.

13.2 Should the Kings or Flames qualify to play in the 2021-22 NBL Finals Series or 2021-22 WNBL Finals Series, all members will receive exclusive access to purchase tickets to home games via designated pre-sale periods.



13.3 The pre-sale information will be communicated upon confirmation of Kings' or Flames' qualification to play finals.

13.4 Finals tickets are to be purchased through the venue's ticketing agency, and the agency will also be responsible for all distribution of tickets.

14. Membership Cards (physical and digital)

14.1 Membership cards will be sent prior to the start of the season. If a member has not received a card or digital ticket within this timeframe please contact the Kings on 1300 KINGS1.

14.2 Digital membership cards will be sent to the contact number of the Membership Account Holder at the time of fulfilment.

14.3 Hard copy Membership cards will be sent to the postal address of the Membership Account Holder at the time of fulfilment.

14.4 The Kings and Flames hold no responsibility for Membership Packs sent to an incorrect address or contact number as a result of the Member's failure to update their personal details.

15. Lost or Stolen Membership Cards

15.1 Members that require any membership cards to be reprinted will incur a \$10 reprint fee, payable by the member. If you misplace your Membership Card, please contact the Membership team on 1300 KINGS1.

16. Membership Communications

16.1 By purchasing a Membership, you agree to be added to Kings and/or Flames electronic database and to receive information relating to the Kings and/or Flames; be contacted by Kings and/or Flames regarding any services, offers or special promotions that are associated with, endorsed or approved by the Kings and/or Flames.

16.2 By purchasing a Kings and/or Flames Membership, you agree for the Kings and/or Flames to disclose your information to third parties associated with Kings and/or Flames so they can contact you about their services, offers or special promotions.

16.3 Should a Member not wish to receive any communications from the Kings, Flames or third parties associates of the Kings and/or Flames, Members must notify the membership team in writing via either post or email where you must specify that you want to cease receiving information from the Kings and/or Flames and/or any third parties associated with the Kings and/or Flames.



17. Telephone and Online Renewals

17.1 Members may renew their Membership over the telephone or online. By renewing over the telephone or online, you accept these terms and conditions of Membership (as amended from time to time by the Membership Team).

18. Members Personal Details for Communication

18.1 All Members must take responsibility for updating their personal details so the Kings can communicate with them effectively.

18.2 The Kings and Flames hold no responsibility for a Member's failure to update their personal details.

19. Member Behaviour

19.1 Whilst passionately supporting any club is a vital part of sport, offensive or aggressive behaviour (including yelling and swearing when dealing with Kings and Flames staff, agents or NBL or other event staff) will not be tolerated. All Members are expected to uphold the Kings and Flames Member Code of Conduct and failure to comply can result in immediate cancellation of Membership (without refund or compensation).

19.2 The Kings and Flames reserve the right to suspend/cancel a Membership of any Member who behaves in a manner that is deemed inappropriate by the Club. The Kings and Flames have the right to decide what is considered inappropriate conduct. The member has no right to object or appeal against any decision made by the Kings or Flames to suspend or cancel a membership as a consequence of acting in a manner the Kings or Flames consider is inappropriate.

20. Members Bound By Terms and Conditions

20.1 Any individual who utilises a Member's Membership rights is bound by the Terms and Conditions of Membership, and the Member is obliged to inform such persons of these Terms and Conditions.

20.2 The Kings and Flames may at any time vary these terms and conditions. The Kings and Flames will communicate any change to its Membership terms and conditions via the Club website. Members will have no claim against the Kings or Flames by reason of any change made by the terms and conditions of Kings or Flames Membership.

21. Venue Rules

21.1 Kings and Flames Members must adhere to all rules and restrictions imposed by the venues attended.



22. Cancellation Policy and Refunds

22.1 The Kings and Flames reserve its' right to cancel a Member's Membership without a refund where that Member is deemed by the Kings or Flames to have breached these terms and conditions.

22.2 Kings and Flames memberships and season parking passes are non-refundable. This includes both memberships that are paid upfront and on a payment plan through DebitSuccess.

23. COVID-19 NBL Cancellation Policy and Refunds

23.1 The 2021-22 Full Season membership prices presented on the membership website (as at 1 July 2021) are based on fourteen regular season Kings home games to be played at Qudos Bank Arena. Considering COVID-19 and subsequent government restrictions relating to mass gatherings and crowds, the below terms relate specifically to membership cancellations or refunds for the 2021-22 NBL season.

23.2 In the event that the 2021-22 NBL season is either cancelled or all games are played without crowds, Kings members will be entitled to a full refund less administration costs incurred.

23.3 In the event that crowd attendance is restricted to less than 14 Kings home games for the 2021-22 NBL season, members will be entitled to a partial refund at a pro-rata rate less administration costs incurred.

23.4 In the event that the start of the 2021-22 NBL season is delayed, the Kings regular cancellation policy (see terms 1.5 and 22) will apply.

23.5 In the event that attendance at games for Kings members is not prevented by government-imposed crowd regulations, the Kings regular cancellation policy (see terms 1.5 and 22) will apply.

23.6 In the event that the NBL makes changes to a scheduled game, including the date, time or opponent, the Kings regular cancellation policy (see terms 1.5 and 22) will apply for all full season members.

23.7 In the event that the NBL makes changes to a scheduled game, including the date, time or opponent, partial members will be given the option to exchange their redeemed game. Requests for an exchange of game must be submitted in writing no later than 24 hours prior to the game.

23.8 In regards to terms 23.2 and 23.3, 'administration costs' relates to any costs incurred by the Kings at time of refund request relating to the fulfilment of membership benefits. This includes, but is not limited to, membership collateral including membership pack items, shipping and postage, administration fees and member events.

23.9 Kings Members entitled to a refund pursuant to terms 23.2 and 23.3 will be provided with the option of a refund (full or partial less administration costs incurred), membership credit, or a partial/full donation to the Kings.

23.10 In the event that government-imposed crowd regulations require the Kings to make amendments to their seating category configuration, the Kings reserves the right to refund any memberships which cannot be fulfilled as per the original terms. The Kings reserve the right to make



any amendments to their current seating category configuration and pricing, as a consequence of government-imposed crowd regulations.

24. COVID-19 NBL Cancellation Policy and Refunds

24.1 The 2021-22 Full Season membership prices presented on the membership are based on nine regular season Flames home games to be played at Qudos Bank Arena and Brydens Stadium at Sydney University. Considering COVID-19 and subsequent government restrictions relating to mass gatherings and crowds, the below terms relate specifically to membership cancellations or refunds for the 2021-22 WNBL season.

24.2 In the event that the 2021-22 WNBL season is either cancelled or all games are played without crowds, Flames members will be entitled to a full refund less administration costs incurred.

24.3 In the event that crowd attendance is restricted to less than 9 Flames home games for the 2021-22 WNBL season, members will be entitled to a partial refund at a pro-rata rate less administration costs incurred.

24.4 In the event that the start of the 2021-22 WNBL season is delayed, the Flames regular cancellation policy (see terms 1.5 and 22) will apply.

24.5 In the event that attendance at games for Flames members is not prevented by government-imposed crowd regulations, the Flames regular cancellation policy (see terms 1.5 and 22) will apply.

24.6 In the event that the WNBL makes changes to a scheduled game, including the date, time or opponent, the Kings regular cancellation policy (see terms 1.5 and 22) will apply for all full season members.

24.7 In the event that the WNBL makes changes to a scheduled game, including the date, time or opponent, partial members will be given the option to exchange their redeemed game. Requests for an exchange of game must be submitted in writing no later than 24 hours prior to the game.

24.8 In regards to terms 24.2 and 24.3, 'administration costs' relates to any costs incurred by the Kings at time of refund request relating to the fulfilment of membership benefits. This includes, but is not limited to, membership collateral including membership pack items, shipping and postage, administration fees and member events.

24.9 Flames Members entitled to a refund pursuant to terms 24.2 and 24.3 will be provided with the option of a refund (full or partial less administration costs incurred), membership credit, or a partial/full donation to the Kings.

24.10 In the event that government-imposed crowd regulations require the Flames to make amendments to their seating category configuration, the Flames reserves the right to refund any memberships which cannot be fulfilled as per the original terms. The Flames reserve the right to make any amendments to their current seating category configuration and pricing, as a consequence of government-imposed crowd regulations.



25. Errors and Omissions

25.1 While every care is taken by the Kings and Flames to ensure that the most accurate information is presented on the website, including pricing, there may be some rare occasions where the information presented is incorrect. Accordingly, to the extent available at law, the Kings and Flames reserves the absolute right to not process or any memberships that may have been obtained with the wrong information.

25.2 Before the Kings and Flames can exercise this right, Kings and Flames must notify the affected person of the errors or omissions together with all necessary information to evidence that the information contained on the website is incorrect.

26. Privacy and Promotions

26.1 As a Kings or Flames Member you have the opportunity to be provided with promotional offers from sponsors and partners. This also includes potential pre-sale offers from our ownership group Total Sport and Entertainment, the National Basketball League (NBL), Basketball Australia, Qudos Bank Arena or Ticketek.

26.2 You consent to the Kings or Flames providing personal information you have provided to the Kings or Flames (excluding any details related to methods of payment) to our sponsors for the purpose of our sponsors providing you with details of offers that may be of interest to you.

26.3 If you would prefer not to receive marketing or promotional material, please call the Membership Team on 1300 KINGS1 to have your details removed from all future marketing and promotional databases.

26.4 Your privacy is important to the Kings and Flames and there are procedures in place to ensure that your information remains confidential. We are mindful that your personal details are private and as such we will only disclose your information in accordance with the Privacy Act 1988. The National Basketball League and Ticketek administer the current Customer Relationship Management system used by the Kings and Flames, and Members acknowledge that their personal details will be available to these third parties for the purpose of administering membership with the Kings or Flames.

26.5 Any information disclosed about a membership account can only be done with the Primary Account Holder. If a Secondary Account Holder wishes to become a Primary Account Holder, the existing Primary Account Holder must submit written confirmation to release them. This may only be done during the renewal process for the following season.

26.6 You may access your private information held on the Kings or Flames database by contacting the Membership Team 1300 KINGS1.



27. Other Terms

27.1 You indemnify the Kings and Flames against all losses, costs, damages and liability that we suffer as a result of you giving incorrect or false information in your application. Your indemnity extends and covers all changes you make to your Membership application and continues after this Agreement has ended.

For further information relating to these terms and conditions, please contact the Membership team on 1300 KINGS1 or email membership@sydneykings.com.au.