**BRISBANE BANDITS – 2022/23 MEMBERSHIP**

**TERMS AND CONDITIONS**

All members or persons seeking to become members of the Brisbane Bandits agree to be bound by these terms and conditions.

1. **Purchase of a Membership:**

1.1 Members may choose to join or renew their Brisbane Bandits Membership either online or over the phone if they are the primary account holder.

1.2 After applying for or renewing membership(s) and payment of the membership has been made you will be issued with an order confirmation via email once the membership has been processed. This may take up to 72 hours to be received. You must have a valid email address attached to your membership account to receive your order confirmation.

1.3 Cancellation and refund policy:

1.3.1 In exceptional circumstances, if a member wishes to cancel their membership, the Brisbane Bandits will advise the member to submit a written request to the membership department via email for consideration at its discretion.

1.3.2 If the fulfillment items have been sent prior to the request for cancellation, the membership product will not be cancelled or refunded, subject to the Australian Consumer Law (ACL) of the Competition and Consumer Act 2010.

1.3.3 Subject to the Australian Consumer Law (ACL), once a membership has been purchased, memberships are non-refundable.

1.4 Memberships purchased after the first home game will not be sold on a pro-rata basis, unless advertised as such, and will be charged at the prices listed on the Brisbane Bandits website.

1.5 Companion Cards

1.5.1 A copy of the Companion Card must be supplied via email when purchasing a Membership, these cannot be purchased online. Companion Card Memberships can be purchased over the phone by contacting the Brisbane Bandits during operating hours.

1.5.2 The Companion Membership will be issued in the name of the Companion Card holder.

1.5.3 The Companion Card Membership does not attract any additional Member benefits but provides a seat at the relevant games. A Companion Card Membership cannot be temporarily upgraded at individual games.

1.5.4 Companion Card Memberships can only be utilised by the Companion Card holder’s carer, whilst in the company of the Companion Card holder. If the Companion Card is no longer valid for any reason, that seat can be purchased for Membership at the relevant price (Junior, Concession, Adult).

2. **Renewing Memberships:**

2.1 2021/22 reserved seat season ticket holders (Platinum and Gold)

2.2 All previous full-season members will have access to a priority renewal period, where their allocated seats will be placed on hold and available for renewal before being released to the public.

2.3 Any seats previously allocated to 2022/23 members that have not renewed after the reserved seat cut off date will automatically be made available for allocation to upgrading and/or new members.

2.4 Renewing reserved seat members who renew after the reserved seat cut off may not be able to access their allocated Members seating. 2022/23 members wishing to renew after the reserved seat cut off will have to select their own seats at the time of purchase.

3. **Prices:**

3.1 All prices advertised on the Brisbane Bandits website or flyers are inclusive of GST unless otherwise stated.

4. **Payment:**

**Upfront/Full Payment:**

4.1 Upfront/Full Payment: Members may pay in full via VISA, MasterCard, American Express or PayPal at the time of purchase.

4.1.1 Charges against credit cards will appear on your statements as ‘Tickets.com’

4.1.2 If a credit card payment is declined by your bank you will be contacted for an alternate form of payment. Any fees levied to you for a failed payment by your financial institution will be payable by you.

4.1.3 Orders will not be added to the seating allocation queue (where relevant) until a payment is successful.

**Installments/ Payment Plans:**

4.2 Installments: Members may choose to pay by installments via Visa, MasterCard, American Express or PayPal.

4.2.1 Members will pay for their first installments at the time of purchase.

4.2.2 Payments will be deducted in installments on the 1st of each month (or the next business day if the 1st falls on a weekend or public holiday), via a nominated VISA, MasterCard, American Express or PayPal until the payment plan is complete.

4.2.3 Installment dates cannot be changed, but additional payments can be made online at any time by the member contacting the Brisbane Bandits membership team.

4.2.4 By joining the monthly installment plan, you authorise the Brisbane Bandits to debit from your nominated credit/debit card for the amounts advised to you online at the time of application/renewal and in accordance with these Terms and Conditions.

4.2.5 If any payment fails to transfer between institutions on the 1st of each month, further attempts will be made throughout the month to clear the funds until successfully processed. The member will be contacted via SMS or email to advise of any failed payments.

4.2.6 It is the member’s responsibility to ensure the credit or debit card details provided are correct, including notification should the expiry date change. It is also the member's responsibility to ensure sufficient funds are available on the nominated account on each scheduled instalment date, and that all contact details are always correct.

4.2.7 If an installment payment is returned or dishonoured by the financial institution, members will be notified to request immediate payment. Any fees levied to you by your financial institution will be payable by you.

4.2.8 The Brisbane Bandits may suspend or cancel your membership if on two consecutive occasions your payment is dishonoured by your financial institution. You will be notified via email if the Brisbane Bandits suspend or cancel your membership. Please note that at least three (3) business days will be needed to reinstate your membership once payment is received.

4.2.9 If your membership is suspended or cancelled, all membership benefits including, but not limited to, access to Brisbane Bandits games, member offers, and pre-sale ticket windows will be suspended.

4.2.10 Members with outstanding debt from previous seasons are not eligible to renew/apply for membership for subsequent seasons until all outstanding debt has been paid.

4.2.11 The Brisbane Bandits may refer any outstanding balances at the end of the season to a debt collection agency for recovery of any monies owed. This may involve additional costs that you would also be responsible for.

4.2.12 If you believe that a payment has been initiated incorrectly, please contact the Brisbane Bandits membership team.

5. **Membership Classification and Age Restrictions:**

5.1 Family:

5.1.1 A Family Membership is defined as two Adults and two Children (see 6.2 for definition of child).

5.2 Child:

5.2.1 To be eligible for a Child's Membership, the applicant must be 14 years or younger as of the 1st of November 2022.

5.2.2 Children aged under three are entitled to attend matches without a membership or ticket but must be seated on the lap of an accompanying adult and not occupy a seat.

5.2.3 All Child Members must have their membership placed under their own individual name and a date of birth must be provided for each junior member on an account. Failure to do so will result in the adult price being applied to the order.

5.3 2022/23 Full Season Membership:

5.3.1 2022/23 Full Season Membership (Platinum, Gold and General Admission) entitles a member access to the Brisbane Bandits twenty (20) Brisbane-based home games in 2022/23.

6. **Members Bound by Terms and Conditions:**

6.1 Regardless of how the membership is renewed or purchased, it is a condition of membership that all members agree to be bound by these Terms and Conditions of membership with the Brisbane Bandits.

6.2 By applying for membership, you acknowledge and accept these here in Terms and Conditions. All members are bound by these Terms and Conditions regardless of how the application was submitted.

6.3 Any person or persons using any member entitlement, including game day attendance, regardless of whether they purchased the membership themselves or not are bound by these Terms and Conditions. Any member(s) must make any person making use of their membership entitlement aware of these Terms and Conditions.

6.4 Any user of the member’s membership rights is also bound by the Terms and Conditions of membership, and the member is obliged to inform such persons of these Terms and Conditions.

6.5 Any member in breach of these Terms and Conditions risks having their membership cancelled without refund, face sanctions or be accountable by law.

**7.** **Use of Entitlements by Other Parties:**

7.1 Members wishing to transfer their membership to a friend or a family member to use on game days can do so, so long as the patron using the membership falls under the same category as the member –i.e., a child using a kid’s ticket.

7.2 A member can upgrade a membership admission from junior / concession to adult at the ticketing window on game day. The difference between the admission and reserved seating price will be paid by the patron.

7.3 Memberships cannot be traded, sold, or used for advertising, promotion or other commercial purchases including competitions, without prior written consent of the Brisbane Bandits. If a membership is found to be in breach of this condition, the membership will be immediately cancelled without notification or refund and the bearer of the membership will be refused admission and access to any entitlements.

7.4 Members should be aware that there is legislation in QLD relating to the resale of tickets at Viticon Stadium, and breach of these laws may attract criminal penalties.

8. **Members Personal Details for Communication:**

8.1 All members must take responsibility for updating their personal details so the Brisbane Bandits can communicate with them effectively.

8.2 The Brisbane Bandits hold no responsibility for a member’s failure to update their personal details. To update your personal details please email or log into your Tickets.com account.

9. **Pre-Sale Entitlements:**

9.1 Each member’s access to pre-sales, including the ABL Playoffs and Championship Series and other special events will be determined in accordance with their respective membership category and corresponding entitlements at the time the offer is made available. These entitlements are not determined by the Brisbane Bandits but are made available to members as an added benefit.

9.2 The Club will communicate information relating to Members pre-sale access via email only, so it is important to ensure an active email address is always registered.

10. **Member Behaviour:**

10.1 The Brisbane Bandits reserve the right to suspend/cancel a membership of any member(s) who behave in a manner that is deemed to be inappropriate. Members must always remain mindful of those around them, and immediately report anything deemed to be inappropriate to stadium staff. The Brisbane Bandits have the right to decide what is inappropriate conduct.

10.2 The member(s) has no right to object or appeal against any decision made by the Brisbane Bandits to suspend or cancel a membership because of acting in a manner the Brisbane Bandits consider is inappropriate. All members are expected to uphold the Brisbane Bandits Code of Conduct and failure to comply may result in immediate cancellation of membership, face sanctions or be accountable to the law.

10.3 In circumstances where membership is suspended or cancelled for inappropriate conduct the member(s) will not be entitled to a refund for any unused portion of the membership entitlements.

11. **Limitation of Liability:**

11.1 The products and services offered in any sponsor promotional material are not offered by the Brisbane Bandits. The Brisbane Bandits do not accept liability for any product or service referred to in such material, and to the fullest extent permissible by law excludes all liability with respect to these products and services.

12. **Privacy and Promotions:**

12.1 As a Brisbane Bandits member, you have the opportunity to be provided with promotional offers from sponsors and partners. This also includes potential pre-sale offers from Australian Baseball League and Baseball Australia.

12.2 You consent to the Brisbane Bandits providing personal information you have provided (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.

12.3 If you would prefer not to receive marketing or promotional material, please email the Brisbane Bandits membership team to have your details removed from all future marketing and promotional databases.

12.4 Your privacy is important to the Brisbane Bandits 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.

12.5 Any information disclosed about a membership account can only be done with the primary account holder.

12.6 You may access your private information held on the Brisbane Bandits database by contacting the Brisbane Bandits Membership Team via email.

12.7 You have the right at any time to refuse to receive marketing material. A copy of the ABL Privacy Policy explaining the way your information is collected, held, and disclosed is available on our website or can be obtained by contacting the Brisbane Bandits Membership Team via email.

13. **Entry to Viticon Stadium:**

13.1 All Members agree to be bound by the terms of entry to Viticon Stadium and the terms of ticket sale with Tickets.com as found on the Brisbane Bandits website.

14. **Membership Seating:**

14.1 The Brisbane Bandits reserve the right to move a member’s seat(s) at their own discretion. The Brisbane Bandits will contact the member(s) prior to the seat change taking place.

15. **Right to Amend Terms and Conditions:**

15.1 The Brisbane Bandits reserve the right to amend these Terms and Conditions as may be reasonably necessary from time to time in its absolute discretion. The Brisbane Bandits will communicate any change to its Membership Terms and Conditions via the Club website or email. Members will have no claim against the Brisbane Bandits by reason of any change made to the Terms and Conditions of Membership.

15.2 The Brisbane Bandits do not warrant that every request for membership, ticketing, and/or seating allocation can or will be complied with. Best endeavours will be made to accommodate member requests however it cannot be guaranteed.

**BRISBANE BANDITS - 2022/23 MEMBERSHIP**

**CODE OF CONDUCT**

At the Brisbane Bandits we believe that everyone has the right to enjoy all games and events in a safe environment. This extends to members, supporters, players, volunteers, staff and opposition fans and players. Please ensure you are familiar with this Code of Conduct as failure to comply may result in your membership being cancelled without refund at any time, sanctions or be accountable by law.

**Members Will:**

· Conduct themselves in an appropriate manner

· Respect every person they encounter at the Brisbane Bandits games and/or events regardless of their age, gender, race, religion, team, ethnic origin, and beliefs

· Vocally support the team in an appropriate manner, whilst always being mindful and courteous of those around them.

· Inform stadium staff immediately if anyone around them is behaving inappropriately so they can take appropriate action.

· Comply with all conditions of entry to the venue, including (but not limited to) bag inspections.

· Respect all decisions made by the Brisbane bandits, even if you may disagree with them at times.

· Ensure that family and/or friends are aware of this Code of Conduct if you allow them to use your seats when you can’t attend.

**Members Will Not:**

· Engage in obscene or offensive language, cause violence, or make inappropriate gestures.

· Enter the stadium intoxicated (via a legal or illegal substance).

· Bring any forbidden (dangerous or deemed dangerous) objects into the venue.

· Throw any projectiles onto the field, or within the venue.

· Enter the playing field at any time unless authorised to do so by the Brisbane Bandits.

· Become intoxicated to the point that you become a disruption to those around me.

· Engage in or coerce any criminal or illegal activity including (but not limited to) any betting or gambling on the premises.

· Smoke within the venue and understand that all smoking laws must be obeyed whilst at the venue.

· Bring any offensive banners, signs, or items into the venue.

**COVID – 19:**

A Member, or persons using any member entitlement, must not attend the game if that individual has been directed and are required to comply with COVID-19 isolation guidelines or safety protocols because of a COVID-19 diagnosis, or because of close contact with a person with COVID-19, or if the individual is experiencing any COVID-19 symptoms.

The Brisbane Bandits though will follow both State and Federal Government Laws if they were to change.

The Brisbane Bandits Will:

· adhere to a strict cleaning schedule

· Provide Hand Sanitizer Stations/Antibacterial Wipes for all patrons in strategic locations

The following links will be regularly checked for changes to which the Brisbane Bandits will apply and mandate if need be:

[Travelling to Queensland - coronavirus (COVID-19) | Health and wellbeing](https://www.qld.gov.au/health/conditions/health-alerts/coronavirus-covid-19/current-status/public-health-directions/travelling-to-queensland)

[Entry to Queensland](https://www.qld.gov.au/border-pass/application)

[Business health and safety resources for coronavirus (COVID-19)](https://www.business.qld.gov.au/running-business/covid-19-restrictions/current)

[COVID-19 hotspots and border zone areas | Health and wellbeing | Queensland Government](https://www.qld.gov.au/health/conditions/health-alerts/coronavirus-covid-19/current-status/hotspots-covid-19#lga-hotspots-identified-date)

**Enquiries:**

For any questions related to 2022/23 Brisbane Bandits Membership, please contact the Brisbane Bandits via email.