



MEMBERSHIP TERMS AND CONDITIONS

INTRODUCTION

In these Terms, references to “we”, “us” and/or “our” are references to The Western Australian Hockey Association Inc ACN 502 752 344 (“Hockey WA”).

The word "you" refers to you individually. The completed Membership Application (“Membership Application”), Hockey Australia Privacy Policy, available at;

<https://hockey.org.au/wp-content/uploads/2019/10/HockeyAustraliaPrivacyPolicy.pdf>: (“Privacy Policy”)

and these Terms and Conditions together form a legally binding contract (“Agreement”) between the person named on the Membership Application (“Member”) and Hockey WA.

The Member acknowledges and agrees that their Perth Thundersticks Membership with Hockey WA is subject to the terms of the Agreement and entitles the Member to the rights and benefits described in these Terms and Conditions only. If a Member does not agree to the terms of the Agreement, they must not submit a completed Perth Thundersticks Membership Application to Hockey WA. In addition to the terms of the Agreement, each Member must comply with any rules and regulations imposed by the venue on Members from time to time.

1. DEFINITION

In these Terms & Conditions:

“Hockey Australia” means Hockey Australia Ltd or Hockey One League Pty Ltd.

“Home Match” means any of the matches designated as a Perth Thundersticks home match during the Hockey One League home and away season and excludes any Finals Matches.

“Finals Match” means any match designated as a Perth Thundersticks home finals match played at any venue.

“League” means the Hockey One League conducted by Hockey Australia Limited.

“Matches” means Home Matches and Finals Matches (as appropriate).

“Perth Thundersticks Membership Fee” means the fee payable by a Member to the Hockey WA on the terms set of the Agreement.

“Perth Thundersticks Membership” and/or “Membership” means Diamond Membership, Thunder Hill Membership, together with any other category of Perth Thundersticks Membership of Hockey WA (as deemed appropriate from time to time by Hockey WA).

“Perth Thundersticks Non-Ticketed Membership” means PTX Supporter Club and any other category as deemed appropriate by Hockey WA.

“Renewal Date” means the date we notify members of the availability of renewal of Perth Thundersticks Memberships to be purchased for the next season.



“Next Season Renewal Period” is the 14-day period after the Renewal Date during which members can determine whether they wish to opt out of the Annual Renewal Payment Plan, unless they have already opted out”.

“Perth Thundersticks Membership Application” means the Member’s submission to purchase a Perth Thundersticks Membership offer.

“Perth Thundersticks Membership Offer” means the Perth Thundersticks Membership packages at <http://perththundersticks.memberlink.net.au/>

“Venue” means the Perth Hockey Stadium at Curtin University and any other stadium where a Perth Thundersticks Home Match is played.

2. PERTH THUNDERSTICKS MEMBERSHIP APPLICATION AND PURCHASE

2.1 Perth Thundersticks Membership Applications

Perth Thundersticks Membership Applications may be submitted through any of the following means:

- a. Online at <http://perththundersticks.memberlink.net.au/>
- b. Calling 08 9351 4300
- c. Stipulated Hockey WA events with Perth Thundersticks Membership staff present.

2.2 Confirmation and Acceptance

Once you submit your Perth Thundersticks Membership Application and Perth Thundersticks Membership Fee, Hockey WA shall consider your Perth Thundersticks Membership Application. If your Perth Thundersticks Membership Application is accepted or you purchase your Perth Thundersticks Membership online, Hockey WA will send you an email confirming your Perth Thundersticks Membership. Members are required to provide a valid email address in their Perth Thundersticks Membership Application in order to receive confirmation (or otherwise) of the acceptance of their Perth Thundersticks Membership Application and other notices or communications we send you.

2.3 Perth Thundersticks Membership Card

Where applicable, Hockey WA will determine the annual Perth Thundersticks Membership categories. A Perth Thundersticks Membership card shall be issued to the following Perth Thundersticks Membership categories;

- a. VIP Membership
- b. Diamond Membership,
- c. Thunder Hill Membership,

VIP Membership, Diamond Membership and Thunder Hill Membership will receive Perth Thundersticks Membership cards which provide access to venues for Home Matches, excluding Finals.

Hockey WA may introduce a digital Perth Thundersticks Membership card in the future to replace a printed Perth Thundersticks Membership card.

2.4 Refund

Once a completed Perth Thundersticks Membership Application is sent to Hockey WA the application is considered



final and refunds and exchanges are only permitted as expressed in the “Refund Policy” of these Terms & Conditions.

2.5 Incomplete forms

Hockey WA shall not process a Perth Thundersticks Membership Application that is incomplete and shall not provide a refund if a Perth Thundersticks Membership Application is incomplete.

2.6 Right to refuse

Hockey WA reserves the right to refuse Perth Thundersticks Membership to any person at its absolute discretion.

3. PERTH THUNDERSTICKS MEMBERSHIP FEES

3.1 Annual Perth Thundersticks Membership

Where applicable, Hockey WA will set the annual Perth Thundersticks Membership fee each year and give members notice of the change before or at the start of the Next Season Renewal Period.

3.2 Season

Perth Thundersticks Membership shall only apply for the relevant season for which Perth Thundersticks Membership fees have been paid.

3.3 Payment

When a Member subscribes to Hockey WA, unless otherwise agreed, all Perth Thundersticks Memberships are to be paid in full in advance of the first Home Match.

3.4 Full Payment Fees and charges

3.4.1 All Perth Thundersticks Membership prices are GST inclusive.

3.4.2 All fees are deducted by a third-party ticketing agency, Ticketek (“the agency”). The agency sets all additional fees and charges as listed in clause 3.4.3 below, these fees and charges can be amended by the agency or Hockey WA at any time without notice.

3.4.3 Additional fees and charges are as follows:

Fees	Amount
Postage & Handling Fee	\$2.95 per Membership
Service & Handling Fee	\$3.95 per transaction

3.4.4 For the avoidance of doubt, all monies outstanding for any activities conducted by Hockey WA from time to time, in respect of which the Member participates (or has agreed to participate, whether as part of their Perth Thundersticks Membership or otherwise) may be automatically deducted from the account/credit card details supplied by each



Member to Hockey WA on their Perth Thundersticks Membership Application, if not paid and without further notice required to the Member.

3.5 Payment failure

If any amount payable by a Member to Hockey WA (whether in respect of their Perth Thundersticks Membership or otherwise) is not paid on the due date, access to all Hockey WA functions, Home Matches and other events will be blocked at the discretion of Hockey WA.

4. FURTHER CONDITIONS

4.1 Annual Perth Thundersticks Membership

Conditions of holding a Perth Thundersticks Membership are as follows:

1. Hockey WA reserves the right to change all or any of the Perth Thundersticks Membership details enclosed in the Perth Thundersticks Membership offer from time to time, prior to payment of your Perth Thundersticks Membership Fee. If any item included in a Perth Thundersticks Membership cannot be provided at any time by Hockey WA, then Hockey WA reserves the right to substitute an item of equal value into the Perth Thundersticks Membership without prior notice and/or liability to the Member.
2. The number of games played at the Hockey WA home ground is governed by Hockey Australia.
3. Hockey WA reserves the right to offer additional Perth Thundersticks Membership categories, on such Terms and Conditions as it sees fit. Hockey WA have the ability to introduce new promotions and offers to Members. Any member who has purchased prior to these offers will not be able to request a refund.
4. Perth Thundersticks Membership expires following the completion of the Grand Final for the relevant Hockey One League season, unless cancelled or surrendered earlier under these Terms & Conditions. Hockey WA reserves the right to cancel a Perth Thundersticks Membership without refund if the Member breaches the Agreement or any rules & regulations imposed by the venues on Members.
5. Pursuant to clause 12 of these Terms and Conditions, a Perth Thundersticks Membership is not inclusive of Finals Matches.
6. Tickets to Perth Thundersticks Matches may not, without the prior written consent of Hockey WA, be resold at a premium nor used for advertising, promotion or other commercial purposes (including competitor or trade promotions) or to enhance the demand for other goods or services. If a ticket is sold or used in breach of this condition, then the ticket may be cancelled, and the bearer of the ticket may be denied admission.

5. CLASSIFICATIONS AND AGE RESTRICTIONS

5.1 Children under 18 - unseated

- Children aged under 18 are allowed free General Admission only entry into all Perth Thundersticks matches played at Perth Hockey Stadium at Curtin University
- Children under 16 must be accompanied by a paying adult

5.2 Children under 18 - seated

- Children aged under 18 are provided the opportunity to purchase reserved seating via Diamond Membership category - concession

5.4. Concession



- Concession Perth Thundersticks Membership fees apply to holders of a current Pensioner Concession Card, Veteran Affairs, WA Seniors Card, Companion Card, a student holding any form of full-time Student Card. Concession rates do not apply to those unemployed.
- You must notify Hockey WA of your concession type and relevant card number on submitting a Perth Thundersticks Membership Application. Concession identification must also be available for presentation when requested upon entry to the venue at matches.
- Must purchase a Concession Membership.

6. PERTH THUNDERSTICKS MEMBERSHIP CATEGORIES

6.1 VIP Membership

VIP Membership includes reserved seating for all three (3) Hockey One League home games, excluding finals, plus access to VIP Pre- and Post-Game Functions inclusive of catering. The VIP Membership is strictly for Members 18 and over.

6.2 Diamond Perth Thundersticks Membership

Diamond Perth Thundersticks Membership includes reserved seating for all three (3) Hockey One League home games, excluding finals.

6.3 Thunder Hill Perth Thundersticks Membership

Thunder Hill Perth Thundersticks Membership includes general admission for all three (3) Hockey One League home games, excluding finals.

6.4 PTX Supporter Club

PTX Supporter Club is a non-ticketed membership.

6.5 Additional Categories

Hockey WA may add new categories of Perth Thundersticks Membership at any stage and without notice.

6.6 Removal of Perth Thundersticks Membership Categories

Each season Hockey WA performs a Perth Thundersticks Membership review and some categories may be removed or changed for the upcoming season. Renewing members will be informed of any categories which are no longer available or have changed and provided with an opportunity to purchase a new Perth Thundersticks Membership category.

7. PERTH THUNDERSTICKS MEMBERSHIP CARDS

7.1 Issue of Perth Thundersticks Membership Cards

Perth Thundersticks Membership cards shall be provided to all ticketed Members in accordance with these terms and conditions. A Member's Perth Thundersticks Membership card is issued for identification and seat allocation purposes. Membership cards may be distributed via mail from September to the mailing address detailed in the Membership Portal. Members who do not receive their membership card before game day should contact the Membership team on 08 9351 4300 or info@perththundersticks.com.au

Membership packs will be available for collection from Perth Hockey Stadium at Curtin University. The membership team will notify members of this date. Members may also choose to have the Membership pack delivered and will be charged the appropriate postage and handling fee.

7.2 Use of Perth Thundersticks Membership cards

Perth Thundersticks Membership cards contain Member details, seating allocation and entry barcode. Perth



Thundersticks Membership cards are to be used as tickets for Perth Thundersticks Home Matches (excluding any non-ticketed categories). On entry to the venue Perth Thundersticks Membership cards will be scanned and supporting concession identification (where applicable) must be presented upon request.

7.3 Property of Hockey WA

Perth Thundersticks Membership card remains the property of Hockey WA. Perth Thundersticks Membership cards may not be sold, exploited for commercial use, or used for promotion purposes or campaigns without the permission of Hockey WA.

7.4 Lost or stolen Perth Thundersticks Membership cards

7.4.1 A member must immediately report a lost or stolen card to the Hockey WA.

7.4.2 Lost or stolen Perth Thundersticks Membership cards will be cancelled upon notifying Hockey WA.

7.4.3 Replacement paper tickets for any remaining Home Match will be issued to the Member upon payment of the replacement fee of \$5.00 per ticket and payable to Hockey WA at time of request.

7.4.4 Paper tickets will be issued prior to the next home match where possible, alternatively digital tickets will be issued and need to be collected at the ticket office at the venue.

7.5 Misuse of Perth Thundersticks Membership cards

The misuse of a Perth Thundersticks Membership card shall result in the Member's rights being suspended and/or the Perth Thundersticks Membership may be cancelled at the discretion of Hockey WA.

7.6 Faulty Perth Thundersticks Membership cards

Should a Member advise the Hockey WA of a faulty Perth Thundersticks Membership Card, Hockey WA shall issue a replacement Perth Thundersticks Membership card free of charge on surrender of the faulty card.

7.7 Invitee use/temporary transfer of Perth Thundersticks Membership

7.7.1 Where a Member is unable to attend a home match, the Member may transfer their Perth Thundersticks Membership card to another person ("Invitee"), provided that the Invitee is eligible to use the category of Perth Thundersticks Membership being transferred. To avoid doubt, concession or junior holders who transfer their Perth Thundersticks Membership(s) to an adult will be refused entry and their ticket confiscated at the gate.

7.7.2 The Member acknowledges that their Perth Thundersticks Membership may be cancelled or terminated due to a breach of this agreement or misconduct by the Invitee.

8. VENUE

8.1 Match Venue

All dates, times, participating teams and venues of matches will be specified on the official Hockey One League website, <http://hockeyone.com.au/> and may change from time to time without notice to Members.



8.2 Right to impose additional rules

The organisation in control of each venue used for a Perth Thundersticks Match has the right to impose on Members additional rules and regulations and other operational decisions as may be directed by those organisations from time to time in its discretion (and such rules and regulations may differ between Perth Thundersticks Membership categories of Hockey WA).

8.3 Compliance

Members must comply with the rules and regulations imposed by the organisation in control of the venues, where Home matches are played. If any of these Terms and Conditions or rules and regulations are breached, Hockey WA and the venue reserves the right to refuse entry or to remove Members from the venues. Terms of entry for respective venues are available on Hockey WA's website.

8.4 No liability

Hockey WA shall not be liable to Members for any matters arising as a result of the implementation of any such rules and regulations and Members must not do anything to cause Hockey WA to breach any obligations of Hockey WA to any venue or the league.

9. USE OF MEMBER INFORMATION AND CHANGES TO MEMBER INFORMATION

9.1 Member Communications

Members who are entitled to receive weekly communication from Hockey WA during the Hockey One League home and away season are required to provide a valid email address in the Perth Thundersticks Membership Application. All communication made by Hockey WA to a Member will be carried out in accordance with the Hockey Australia Privacy Policy available on the Hockey Australia website.

9.2 Change of information

Members must notify Hockey WA, in writing, as soon as possible of any change in circumstance including but not limited to the issuing or withdrawing of concession status; Member contact details; or other details that could affect the Perth Thundersticks Membership held with Hockey WA. Members can update their contact information online by logging into their member account <http://perththundersticks.memberlink.net.au/> or calling 08 9351 4300.

10. NO ADDITIONAL RIGHTS

10.1 Entitlements

Perth Thundersticks Membership does not entitle the member to any other right except as expressly set out in the Agreement and the Perth Thundersticks Membership offer.

10.2 Surrender

A member may surrender Perth Thundersticks Membership at any time by notice in writing to Hockey WA (although any surrender of Perth Thundersticks Membership does not entitle a Member to a refund of some or their entire Perth Thundersticks Membership fee)

11. SEATING



11.1 Perth Thundersticks Membership seating

Unless otherwise agreed, Hockey WA shall allocate a member's seat on a "best available seat basis" available at the time of the Members request.

11.2 Reserved seating requests

If a Member would like to request a particular location for their reserved seat(s), or a Member would like to request a change to their existing seat(s), they are required to note their request in the Seating Preference section of their application/renewal. Hockey WA will allocate new seating and change requests in date order of receipt after expiry of the closing date notified to members as part of the Renewal Date.

11.3 Seating request unavailability

Perth Thundersticks Membership Applications are not subject to confirmation of seating requests. Hockey WA shall make all efforts to accommodate seating requests made at the time of receipt of the Perth Thundersticks Membership Application, however in the event a seating request is unable to be allocated to the Member then Hockey WA shall not provide a refund.

11.4 Group seating requests

11.4.1 For group seating, Perth Thundersticks Membership applications should be purchased in one transaction at the time of booking, to ensure the group seating allocation is together.

When booking seats, Members may request that a group of fellow Members be seated together. Names of fellow or new members must be identified at the time of booking.

If Perth Thundersticks Membership Applications are not submitted together, Hockey WA cannot guarantee Members will be seated together in accordance with any requests.

11.5 Restricted Viewing

Whilst the Hockey WA have taken due care to notify Members of areas of restricted viewing, additional seats may be slightly restricted by match day signage or other operational requirements as directed by the venue or the League.

11.6 Seating at alternative venues

In the event that a Home Match is played at an alternative venue, due to the different seating configuration available, the same seat allocations will not be available. Hockey WA shall make all efforts to ensure that members are allocated a comparable seat location where possible, however Hockey WA shall not be liable for any compensation or refunds where this is not possible or outside of our control.

12. HOCKEY ONE LEAGUE FINALS MATCHES

12.1 Ticketing

12.1.1 Finals Matches are administered by Hockey Australia. In the event Perth Thundersticks qualify for the Hockey One League Finals Series, Perth Thundersticks Members may be granted priority access to purchase ticket(s) to Finals Matches prior to tickets going on sale to the general public. Members shall be advised when tickets will be available for purchase and the location of the Finals Matches.

12.1.2 Hockey WA cannot guarantee that a Member will have access to their same reserved Home Match seat(s).



12.1.3 The priority order of Member ticket purchases for Finals Matches is as follows:

1. Diamond Membership;
2. Thunder Hill Membership;

12.1.4 Final ticket access must be purchased during the designated booking period and process as determined by Hockey Australia.

13. MEMBER MERCHANDISE

Member Merchandise may be available to be purchased from Hockey WA or its contracted licensee.

14. PERTH THUNDERSTICKS MEMBERSHIP PAYMENT

14.1 Annual Renewal Payment Plan (Auto-Renewal)

By agreeing to pay your Perth Thundersticks Membership via the Hockey WA Annual Renewal Payment Plan, you authorise Hockey WA, or associated third parties, to debit from your nominated Credit Card or Debit Account as set out in your Perth Thundersticks Membership application. Additional fees (including credit card fees) may apply.

14.1.1 The Annual Renewal Payment Plan enables you to automatically renew your Perth Thundersticks Membership from year to year. The Hockey WA Annual Renewal Payment Plan is open to all members who elect to pay for their season Perth Thundersticks Membership online or by credit or debit card.

14.1.2 If you pay your Perth Thundersticks Membership fees by credit or debit card online, unless you elect to opt out of the Annual Renewal Payment Plan in accordance with directions issued by Hockey WA from time to time, you authorise Hockey WA to automatically renew your Perth Thundersticks Membership each season into the same seat and package and to deduct the applicable Perth Thundersticks Membership fees from the credit or debit card used to purchase your previous Perth Thundersticks Membership.

14.1.3 You acknowledge that Perth Thundersticks Membership fees may increase from season to season. Hockey WA will provide reasonable prior notice of any changes to Perth Thundersticks Membership fees.

14.1.4 Participation in the Annual Renewal Payment Plan is only available if the same category of Perth Thundersticks Membership is available for the member to renew for the following season. If a category of Perth Thundersticks Membership is removed by Hockey WA, the member will be required to purchase a new Perth Thundersticks Membership category and will be notified via email that they have the option to purchase a new category of Perth Thundersticks Membership.

14.1.5 If you participate in the Annual Renewal Payment Plan, Hockey WA will contact you before processing any renewal. That contact may be by e-mail at or before the start of the Next Season Renewal Period. Hockey WA may send additional notices during the Next Season Renewal Period. You will have until the end of the Next Season Renewal

Period to advise Hockey WA of any changes or upgrades you wish to make to your Perth Thundersticks Membership package, or to notify Hockey WA (by opting out under clause 14.1.8) if you do not wish to roll over your Perth Thundersticks Membership into the next season. Strict timeframes apply. If you do not notify Hockey WA that you do not wish to roll over your Perth Thundersticks Membership during this period, you will be taken to have agreed to your Perth Thundersticks Membership being rolled over.

14.1.6 By joining the Annual Renewal Payment Plan, you authorise Hockey WA to arrange a transfer of funds from your nominated credit or debit card or debit card in the amount applicable to your Perth Thundersticks Membership type and at the intervals which applied in relation to the preceding season.

14.1.7 If you wish to change your nominated credit or debit card from which payments are deducted at any time, or your preferred contact e-mail address, you will need to log into your member account and change these details



online at: <http://perththundersticks.memberlink.net.au/> or contact the Perth Thundersticks Membership Team on 08 9351 4300

14.1.8 You can opt-out of the Auto-renewal 'Annual Renewal Payment Plan' at any time before the end of the relevant Next Season Renewal Period by logging into your Perth Thundersticks Membership account and changing your preference in the 'Manage Renewals' Tab at: <http://perththundersticks.memberlink.net.au/>

14.1.9 Hockey WA or associated third parties will debit your account within five business days following the end of the relevant Next Season Renewal Period nominated payment date. If that debit is dishonoured by your financial institution any associated dishonoured fees incurred by Hockey WA, or associated third parties will be passed on to the Member.

14.1.10 You must ensure that the account details you have provided are correct and you notify Hockey WA immediately should any of the details change prior to the expiration of the Next Season Renewal Period. You must ensure that you have sufficient clear funds in your nominated credit/debit card on the scheduled instalment date.

14.1.11 Any junior member who no longer meets age restrictions will automatically be upgraded to a concession membership or adult membership as applicable, and the relevant fee for the new Membership category will be charged.

14.1.12 Before the Annual Renewal Payment Plan begins, members must provide Hockey WA with their full address details, an email address and mobile or daytime contact number. You must ensure all contact details are up-to-date and notify Hockey WA of any changes.

14.1.13 Any person who holds a concession Perth Thundersticks Membership (including as a result of an upgrade), must provide proof of concession. Your concession card must be valid for the whole season. Valid concession details are to be provided on your application and again when the card expires. Failure to do so may result in application automatically being processed as an adult Perth Thundersticks Membership or refusal of entry at the gates.

14.1.14 If your debit is returned or dishonoured by your financial institution, Hockey WA will contact you to request immediate payment. Any fees levied to you by your financial institution will be payable by you.

14.1.15 If your Perth Thundersticks Membership is suspended or cancelled due to non-payment of dues, your Perth Thundersticks Membership barcode will be blocked and you will not be able to gain access to any games.

14.1.16 Members with outstanding debt will be unable to renew their Perth Thundersticks Membership until all outstanding money owed is paid in full.

14.1.17 Hockey WA accepts no liability for any matter arising from your use of the Annual Renewal Payment Plan.

14.1.18 If you believe that a withdrawal has been initiated incorrectly, please contact the Perth Thundersticks Membership Team on 08 9351 4300.

15. REFUND POLICY

15.1 Refund Request

Any person seeking a refund must do so in writing, addressed to the Hockey WA Chief Executive Officer. Refunds will not be issued due to change of mind and will be at the sole discretion of the General Manager and only granted in exceptional circumstances. Should any refund request be approved, the Member will need to return their Perth Thundersticks Membership pack and Perth Thundersticks Membership card to Hockey WA (at their cost) before a refund can be processed. All items returned must also be in a good state of repair (or the cost of repair or replacement may be deducted from the amount of the agreed refund).



15.2 Use of Perth Thundersticks Membership

A request for Perth Thundersticks Membership refund shall not be considered by Hockey WA if the relevant Member has utilised their Perth Thundersticks Membership for entry to any Home Match (or any other event or function included in their Perth Thundersticks Membership) prior to making any refund request.

15.3 Cancellations

Hockey WA is not liable to Members for any loss or damage Members suffer as a result of the Hockey One League Competition or any match being cancelled, postponed or changed and the Member acknowledges that any such change or postponement will be at the sole direction of the league or the venue.

16. BEHAVIOURAL STANDARDS – CODE OF CONDUCT POLICY

All Members must at all times comply with the Venue Terms and Conditions of Entry and the behavioural standards and code of conduct of Hockey Australia (“Spectator Code of Conduct”). All Members must refrain from using offensive language or making racist remarks.

Hockey WA reserves the right to refuse entry to any person (including Members) for any breach of the applicable Spectator Code of Conduct and Members who breach the Spectator Code of Conduct may face Perth Thundersticks Membership penalties, including cancellation without refund as more particularly described in the relevant Spectator Code of Conduct. Hockey WA reserves all its rights to remove any person, including Members or Member guests, from the venue on Match Day for any breach of the applicable Spectator Code of Conduct.

17. TERMINATION

17.1 Breach

Perth Thundersticks Membership may be terminated by Hockey WA for failure to comply with the terms of the Agreement. A Perth Thundersticks Membership may also be cancelled due to the misconduct of a Member or their invitee in accordance with clause 18 below.

18. LIABILITY AND INDEMNITY

18.1 Responsibility for damage

A Member is responsible for any damage which the Member, their guests or any Invitee may cause at any match, function or event of Hockey WA if such damage is caused by the Member’s (or their guest or Invitee’s) wilful act or negligence.

18.2 Limitation of liability

The maximum aggregate liability of Hockey WA for all proven losses, damages and claims arising out of this agreement including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to an aggregate of all claims of the total amount payable under a Member’s annual Perth Thundersticks Membership.

Where Hockey WA’s liability cannot be excluded under any law, Hockey WA’s liability will be limited to, at its discretion, either re-supplying the Perth Thundersticks Membership to you or paying you the cost of re-supplying the Perth Thundersticks Membership to you. Notwithstanding any other clause, Hockey WA is not liable to you or to any other person for any losses or damages of any kind caused by or resulting from any wrongful, wilful or negligent act or omission by any person or any direct or indirect lost profit or revenue, exemplary damages, deletion or corruption of electronically or digitally stored information, or without limiting the foregoing, any indirect or consequential loss or damage howsoever described or claimed. Each Member unconditionally releases Hockey WA



(and its employees, officers and agents) from any loss or claim which a Member might otherwise have against Hockey WA or its employees, officers or agents for any:

- a. injury or loss suffered by any person, regardless of the cause;
- b. damage or theft to or loss of the Member's property, regardless of the cause; or
- c. damage or theft to, or loss of, any property, regardless of the cause

for any reason relating to use of a Perth Thundersticks Membership or attendance at any match, event or function run by Hockey WA.

18.3 Indemnity

You agree to indemnify Hockey WA and its employees, officers and agents in respect of all losses, claims and damages that may be brought against Hockey WA or its employees, officers or agents as a direct or indirect result of use of the Member's Perth Thundersticks Membership or attendance at any match, event or function.

19 WARRANTIES

19.1 Hockey WA makes no representations or warranties of any kind, express or implied as to the operation of their Perth Thundersticks Memberships. Each Member expressly agrees that their use of Perth Thundersticks Membership is entirely at their own risk. However, nothing in this Agreement excludes, restricts or modifies any condition, warranty, right or remedy conferred on a party by the Australian Consumer Law or any other applicable law that cannot be excluded, restricted or modified by Agreement.

19.2 To the fullest extent permitted by law, Hockey WA disclaims all warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose or warranties concerning accuracy, currency or completeness. Hockey WA will not be liable for any damages of any kind arising from the use of a Member's Perth Thundersticks Membership or attendance at any match, event or functions run by the Hockey WA.

20. PRIVACY NOTIFICATION

Hockey WA respects the privacy of the individuals on whom Hockey WA collects, uses, discloses and holds personal information. Hockey WA complies with the Hockey Australia Privacy Policy in accordance with the Australian Privacy Principles set out in the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (**APPs**).

This Privacy Policy is available to view on the Hockey Australia website.

Hockey WA uses the personal information it collects on the Perth Thundersticks Membership Application for the limited purpose of processing and administering your Perth Thundersticks Membership and providing you with information, materials and promotions relating to Hockey WA, its sponsors and Hockey Australia, and will be applied in accordance with these Terms & Conditions.

By agreeing to become a Member of Perth Thundersticks, you agree that your personal information pertaining to your Perth Thundersticks Membership may be disclosed to Hockey Australia. Subject to the preceding paragraph, you may be contacted by Hockey Australia and Hockey WA sponsors during the life of your Perth Thundersticks Membership in connection with their special offers and other information about their services and products. If you do not wish to receive any such information please tick the relevant box on the Perth Thundersticks Membership Application or member account at <http://perththundersticks.memberlink.net.au/>



In some circumstances, you may be entitled to gain access to the information Hockey WA holds about you. If you wish to do so, please contact Hockey WA in writing at the address below:

Chief Executive Officer
Hockey WA
PO Box 1090, Bentley MDC WA 6983

21. GENERAL

21.1 Unless otherwise specified in these Terms and Conditions, Perth Thundersticks Membership does not provide access to additional events or activities for Perth Thundersticks, Hockey WA and its associated entities.

21.2 If there is any inconsistency between information in Perth Thundersticks Membership offer or the Perth Thundersticks Membership Application and these Terms & Conditions, then these Terms & Conditions will prevail to the extent of that inconsistency.

21.3 Failure by Hockey WA to enforce any of its rights under this Agreement at any time for any period will not be construed as a waiver of those rights.

21.4 Perth Thundersticks Membership under this Agreement does not of itself make the Member a member under the constitution of Hockey WA.

21.5 Where a provision in the Agreement is deemed to be invalid or unenforceable by a Court of Law in Western Australia, the provision will be deleted from the Agreement but such deletion will not affect the validity and enforceability of the remaining provisions in the Agreement.

21.6 Hockey WA may send notices and correspondence to your last e-mail address or postal address known to us unless you have notified us of a change of the relevant address before we send the notice or correspondence.

21.7 We may change any provision of this Agreement if we give you at least 28 days notice of the change and an opportunity to terminate your Perth Thundersticks Membership before the change takes effect. Other than as provided elsewhere in this Agreement, we won't make a change to this Agreement that takes effect during the current Season unless it relates to a matter over which we have little or no control.

22. GOVERNING LAW

The Agreement is governed by the law in force in Western Australia.