



CRONULLA SHARKS MEMBERSHIP

TERMS AND CONDITIONS

The Cronulla Sharks 2022 memberships are subject at all times to these Cronulla Sharks Membership Terms & Conditions 2022. By purchasing any Cronulla Sharks 2022 membership product(s), the primary account holder and dependants, automatically accept that their membership product(s) are subject to these terms and conditions.

Upon deciding whether to purchasing any 2022 full or part season membership, it is the primary account holder's responsibility to ensure they have read and understand the below terms and conditions.

MEMBERSHIP PACKAGES

Cronulla Sharks 2022 COVID-19 Action Plan

You acknowledge and agree that there is the possibility that the 2022 NRL season may be impacted by the ongoing COVID-19 pandemic. This includes the Cronulla Sharks having to comply with directions of the NRL, Federal and State Governments. Cronulla Sharks ability to deliver the expected benefits of each membership product may therefore be affected by circumstances beyond its reasonable control.

Whilst we hope that none of these circumstances occur, the potential impacts of COVID-19 on the 2022 NRL season includes but is not limited to:

- The NRL season for 2022 is abandoned;
- Cronulla Sharks home game(s) are played behind closed doors, resulting in no members having access to any homes game(s)
- Cronulla Sharks home game(s) are relocated, either locally or interstate, without Member access
- Reduced capacities are introduced for games reducing the number of members who can attend Cronulla Sharks home game(s).
- Use of function rooms, private boxes and the like, at grounds may be subject to use restrictions such as capacity limits or requirements that limit mixing with others.

By purchasing a 2022 Cronulla Sharks membership product(s), you accept and agree to adhere to any NSW Health Orders, and any other governmental instructions, orders or requirements, in relation to entitlements that form part of your membership product(s) including but not limited to conditions that you must abide by when attending games.

Cronulla Sharks reserves the right to implement and enforce any measures it deems appropriate for health and safety purposes in response to the COVID-19 pandemic, whether or not required by governmental instruction, orders or requirements, including requiring attendees to wear facemasks at Cronulla Sharks NRL games and the implementation of social distancing measures which may affect member seating

It is the responsibility of primary account holders to keep their contact details up-to-date at all times, to remain informed through the club's official email communication and to communicate all measures and changes to the other members on their account.

We notify you that potential changes to the 2022 Membership product(s) program as a result of COVID-19 impacting on the 2022 NRL season games may include, but are not limited to:

- Members being provided with a refund of their 2022 home games: Cronulla Sharks reserves the right to hold funds for membership packs and processing costs as well as the total number of games that members are given the opportunity to attend games. The remaining funds will be refunded to the member on the card/account provided when purchased.
- Members may need to purchase tickets to enter a Cronulla Sharks home game

Once Cronulla Sharks is aware of COVID-19 impact on a Cronulla Sharks home game we will consider the impact and then notify you of the changing restrictions and an overview on how this will affect the 2022 season in part or in whole. Cronulla Sharks will inform the primary account holder via email only, of these changes to their purchased membership product(s).

Benefits and conditions of Membership are subject to change and are at the discretion of the Cronulla Sharks.

1. The Cronulla Sharks Membership Card remains the property of Cronulla Sharks. Membership cards may not be sold, exploited for commercial use or used for promotional purposes or campaigns without the express written prior written permission of Cronulla Sharks.

2. If you pay your Membership fees by credit or debit card, unless you elect to opt out of the Rolling Renewal Program (automatic renewal) in accordance with directions issued by the club from time to time, you authorise Cronulla Sharks to automatically renew your membership each season into the same seat (if applicable) and package (or a reasonably comparable package) and to deduct the applicable Membership fees from the credit or debit card used to purchase your previous membership.

3. If you participate in the Rolling Renewal Program, Cronulla Sharks will contact you prior to processing any renewal. You will have 14 days from the date of the club's notice to advise of any changes or upgrades you wish to make to your Membership product package, **or to notify** Cronulla Sharks in writing if you do not wish to rollover your Membership for the next season. Strict timeframes apply. If you do not notify the club that you do not wish to rollover your Membership during this period, you will be taken to have agreed to your Membership being rolled over and the relevant payment will be processed.

4. CANCELLATION AND REFUND POLICY

In exceptional circumstances, if a Member wishes to cancel their membership, the Club will advise the Member to submit a written request to the Membership Department via email to members@sharks.com.au for consideration at its absolute discretion. If the fulfilment items have been sent prior to the request for cancellation, the membership product will not be cancelled or refunded, subject to any requirement at law including without limitation the Australian Consumer Law.

Subject to any requirement of Australian Consumer Law, once a membership has been purchased, memberships are non-refundable. Subject to the Australian Consumer Law, there will be no refunds available if you wish to terminate your membership prior to the end of your agreement on 30 September 2022.

Nothing in these terms and conditions excludes, restricts or modifies any guarantees or Cronulla Sharks liability for them which are imposed or implied by any statute, including but not limited to the Competition and Consumer Act 2010 (Cth) and which by statute cannot be excluded, restricted or modified. Any limitations or exclusions in these terms and conditions are made only to the extent that Cronulla Sharks may legally do so.

5. Cronulla Sharks will use its reasonable endeavours to provide all deliverables as outlined in each Membership Package for the 2022 Season. However, where there are any restrictions on providing deliverables that are outside of the reasonable control of Cronulla Sharks, e.g. Federal or State issued COVID-19 Protocols/Restrictions, then Cronulla Sharks will do its best to provide a deliverable to a similar value, subject to acceptance by the Member. If the Member does not agree to the alternative deliverable, then they will be entitled to claim a refund or a credit of the value of the deliverable unable to be provided.

6. It is the responsibility of the Member to notify Cronulla Sharks should their details change, including issuing or withdrawal of concession status, ineligibility for Junior Membership entitlements, contact details or any relevant information that could affect their Membership with Cronulla Sharks.

7. The Membership purchased is applicable to the 2022 season only. The price of a 2022 Membership will not be reduced for new applicants wishing to join at any time once the season is underway.

8. All Membership prices for the 2022 season are GST inclusive.

9. 2022 Cronulla Sharks Members may renew into the equivalent package they had for the 2021 season online or via telephone. In doing so, you are accepting these Cronulla Sharks Membership Terms & Conditions 2022 as being the terms and conditions applicable to your Membership Package.

10. The Club cannot accept any responsibility for Membership cards that are lost. Lost Membership cards must be reported to Cronulla Sharks Membership on 1300 742 757 and will incur a replacement fee of \$10. Members who have their Membership card stolen or destroyed may be required to supply the club with a statutory declaration. Replacement cards cannot be issued on game day. All lost, stolen and damaged Membership cards will have their original barcodes cancelled and a new barcode will be issued with the new Membership card.

11. Cronulla Sharks reserves the right to refuse an application. The Club also reserves the right to suspend or cancel a Membership, without refund, to any Member in breach of these terms and conditions. Cronulla Sharks Members are also in addition to these terms and conditions subject to the rules and regulations/conditions of entry of the stadium they are attending. Breach of these rules/conditions may result in eviction from the stadium and/or cancellation of their Cronulla Sharks Membership at the discretion of the club.

12. The dates, venues and times of NRL fixtures are subject to alteration.
13. Members will not be eligible for compensation should they be unable to attend a game.
14. The Cronulla Sharks cannot guarantee the composition of the playing roster throughout the season as players are subject to injury and performance requirements, which impact their ability to take the field.
15. Cronulla Sharks Membership will not be refunded due to on-field performance or the behaviour of Cronulla Sharks or NRL Players.

CATEGORY DEFINITION

Junior

To be eligible for a Junior Membership, children must be 16 years of age and under (at the time of purchase). Children over five years of age will need to obtain a Junior Membership if they wish to be eligible to purchase finals tickets and to secure their own seat. The Cronulla Sharks Membership department may request proof of age identification (copy of birth certificate or passport, etc.).

Concession

The following Concession card holders are eligible to purchase a Concession Membership: a holder of a Department of Social Services, Pensioner Concession (aged/single parent/disability), Veteran Affairs or current full-time Student Card. Senior and benefit cards do not qualify.

Family

A Family Membership is comprised of one or two Adults and 2-4 Juniors aged between five to 16 years of age at the date of purchase.

Reserved Seating

1. Cronulla Sharks Reserved Members from 2019, who continued their respective membership through seasons 2020 and 2021, have until 15 November 2021 to renew their same reserved seat for 2022 if they are available. After this time, all reserved seats that have not been renewed will be released for general sale and cannot be guaranteed. Should Members want to, but be unable to, renew by this time they will be required to contact Cronulla Sharks in writing requesting an extension no later than 15 November 2021. Once this request is received the Cronulla Sharks Membership team will contact the Member to discuss their options.
2. Seating areas at all stadiums are subject to change. Cronulla Sharks will endeavour to advise Members of any changes.