

OUR COUGAR FAMILY



NBL1 SEASON MEMBERSHIPS

TERMS & CONDITIONS





Managed by: Cockburn Basketball Association

Responsible Person: TT

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Approval Of Policy Documents

Created by **Tyrone Thwaites**, Cockburn Basketball Association **CEO** on **22/12/2023**

POLICY: Cockburn Basketball Association Board Approved and Minuted V01 on 31/01/2023 at the scheduled board meeting.

Version	Date Approved	Next Review	Amendments
V01		31/09/2024	



Cockburn Basketball Association – Membership Terms and Conditions

1. Introduction

The member acknowledges and agrees that their membership with the Cockburn Cougars is subject to the terms of the Agreement and entitle 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 purchase a membership with the Cockburn Cougars. In addition, each member must comply with any rules and regulations imposed by the Venue on members from time to time.

2. Definitions

In these Terms & Conditions:

“Business Day” means a day that is not a Saturday, Sunday, or Public Holiday in the state of Western Australia

“Companion Card” means a card issued by the State or territory the card holder resides in, entitling the card holder, who requires attendant care support, to a second Membership for their companion at no charge.

“Finals Series” means any matches designated by NBL1 West as a Cockburn Cougars home finals match played at a Venue.

“Home Game” means any of the matches designated as a Cockburn Cougars home game during the regular NBL1 West Season and excludes any Finals Series games.

“Regular Season” means the period of each League season, as determined by the NBL1 West, and usually commencing on or around March/April each year and ending approximately late-July.

“Non-Access Memberships” are a membership that does not provide in Venue game access to Cockburn Cougars home games.

“Renewal Date” means the date we notify Members of the availability of renewal Memberships to be purchased for the next NBL1 West Season.

“Venue” means Wally Hagan Stadium, or any other stadium where a Cockburn Cougars Home game is played.



3. Membership Purchase

Purchasing a membership (inc. new memberships)

- 3.1 When purchasing a membership, you may be doing so without the knowledge of dates and times of the games being determined. No refunds will be offered if you are unable to make games due to scheduling.
- 3.2 Members may choose to join either online, over the phone or in person at Wally Hagan Stadium in Hamilton Hill.
- 3.3 After submitting an application and a payment of the membership fee has been made, the Cockburn Cougars will send you a transaction summary via email once the membership has been processed. This may be provided via the ticketing platform Intix. You must provide a valid primary email address upon applying to receive a transaction summary.
- 3.4 Memberships purchased after the first home game will be charge the prices on the 2024 Cockburn Cougars Membership website and will be sold on a pro-rata basis thereafter.
- 3.5 The Cockburn Cougars reserves their right not to accept any membership application form in its absolute discretion.
- 3.6 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 Cockburn Cougars Management. Any refunds (full or partial) will be at the sole discretion of the Cockburn Cougars Management. Please refer to section 20 of the Terms & Conditions.

Renewing Memberships

- 3.7 A Renewing Member is classified as anyone who held a Cockburn Cougars membership from the most immediate recent season.
- 3.8 Any seats previously allocated to Reserved Seating and Foundation Members will remain the members unless the member opts-out of the membership for the next season or upgrades/downgrades.

4. Prices

- 4.1 All prices include GST and any applicable fees or levies.



5. Membership Classifications

Foundation Members

5.1 A Foundation Member is any person (adult, child or otherwise) who purchases a Foundation Membership.

Adult

5.2 An adult is classified as any member aged 16 years or older as of March 1 in the upcoming season.

Child

5.3 A child is classified as anyone aged 15 years or younger as of March 1 in the upcoming season.

Family

5.4 A family membership includes 2 adults and 2 juniors (aged 15 years or younger)

Reserved Seating Member

5.5 A Reserved Seating Member includes reserve seating for all eleven (11) home games played at Wally Hagan Stadium, this excludes Finals Series games.

Carer Membership

5.6 If a member has special needs, and holds a state issued companion card, the member is eligible to receive a second membership of the same category at no charge for use by a carer when attending with the paying member.

5.7 The companion card must be presented at the time of purchase, or a photo emailed to the Cockburn Cougars to ensure validity.

5.8 This membership category is only available in Reserved Seating (excludes Foundation Member) categories.

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

5.10 The Companion Membership includes venue access and a seat at home games.



6. Membership Payment

Annual Renewal Payment Plan (Auto-Renewal)

- 6.1 The auto-renewal via the Intix platform enables you to automatically renew your membership from season to season.
- 6.2 If you pay your membership fees by credit or debit card online, unless you opt out of the auto-renewal in accordance with direction issued by the Cockburn Cougars from time to time, you authorise the Cockburn Cougars to automatically renew your membership each season into the same seat and package and to deduct the applicable membership fees from the credit or debit card used to purchase your previous membership.
- 6.3 You acknowledge that membership fees may increase from season to season. The Cockburn Cougars team will provide reasonable prior notice of any changed to membership fees, with an option for you to opt out of the membership or auto-renewals prior to the membership automatically renewing.
- 6.4 If you participate in the auto-renewals, the Cockburn Cougars team will give notice before processing any renewal. This notice may be by email before the start of the next season renewal period. The Cockburn Cougars team may send additional notices or reminders during the renewal period. You will have until the end of the renewal period to advise the Cockburn Cougars team of any changes or upgrades you wish to make to your membership package, or to notify the Cockburn Cougars team that you would like to opt-out of the membership package. Strict timeframes apply during the renewal period. If you do not notify the Cockburn Cougars team that you do not wish to roll over your membership during this period, you will be taken to have agreed to your membership being rolled over.
- 6.5 If you would like to change the nominated credit or debit card from which payments are debited at any time, you will need to log into your Intix account and change these details online through the membership website and logging in.

Upfront Payment

- 6.6 Members may pay in full via VISA, Mastercard or EFTPOS at Wally Hagan Stadium.



Transfer of Memberships

6.7 Cockburn Cougars 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. Child Members who transfer their tickets to an adult can pay an upgrade fee at the box office on game night.

Membership On-Selling

6.8 Cockburn Cougars Membership cards or individual match tickets may not, without prior written consent of the Cockburn Cougars, be on-sold (including buy and sell platforms) either by the original purchaser or any subsequent bearer.

6.9 The Cockburn Cougars bears the right to cancel without refund, any ticket which is deemed to be in breach of conditions 6.1 or 6.2. The bearer of the ticket may subsequently be refused admission. Further penalties will apply (including cancellation of any offending member's Cockburn Cougars Membership without a refund).

7. Membership Seating

7.1 At the Cockburn Cougars discretion, reserved seat and foundation members can be moved within their block, without prior consent from the member, to assist with seating requests and or to bring single seats or a group of seats together.

7.2 Members will not be allocated into a seating location if this will result in a single seat being left in the row. The club will attempt to contact members where possible.

8. Finals Ticketing

8.1 Finals tickets are not included in any Cockburn Cougars membership categories.

8.2 Should the Cockburn Cougars qualify to play in the NBL1 West Finals Series, all members will receive pre-sale access to purchase tickets to home games via Intix.

8.3 The pre-sale information will be communicated to members upon confirmation of the Cockburn Cougars qualification to play finals.



9. Membership Cards

9.1 Membership cards that have been lost or stolen must be immediately reported to the Cockburn Cougars team.

10. Membership Communications (inc. Member Personal Details)

10.1 By purchasing a membership, you agree to be added to the Cockburn Cougars electronic database and to receive information relating to the Cockburn Cougars; be contacted by the Cockburn Cougars regarding any services, offers or special promotions that are associated with, endorsed, or approved by the Cockburn Cougars.

10.2 All Members must take responsibility for updating their personal details so the Cockburn Cougars can communicate with them effectively.

10.3 The Cockburn Cougars hold no responsibility for a member's failure to update their personal details.

11. Member Code of Conduct

11.1 The Cockburn Cougars or its stakeholders may, in their absolute discretion:

11.1.1 conduct searches of Patrons for any items which are prohibited by law or prohibited by these Conditions of Entry; and/or

11.1.2 request identification from a Patron where the Manager or its agents reasonably suspect the Patron is contravening these Conditions of Entry; and/or

11.1.3 photograph a Patron for future identification purposes where the Manager or its agents reasonably suspect the Patron is contravening these Conditions of Entry; and/or

11.1.4 confiscate any items prohibited by these Conditions of Entry or used to facilitate a breach of these Conditions of Entry.

11.2 A patron must not engage in courtsiding or the transmission of match data in any format, including the services performed by data scouts, data journalists, data commentators, etc without the express written consent of Basketball Australia.



11.3 Any person suspected of engaging in this conduct will be asked to leave the venue immediately and have their personal information submitted to Basketball Australia. For more information, please refer to Basketball Australia's Courtsiding Policy (<http://australia.basketball/integrity>).

11.4 The Cockburn Cougars reserves the right to refuse admission to, or eject from, the Venue without compensation, any patron whose conduct is, or is deemed by the Cockburn Cougars or its stakeholders, to contravene these Conditions of Entry.

11.5 A patron who breaches these Conditions of Entry may be denied access to or evicted from the Venue and/or be banned from attending future events at the Venue.

11.6 A patron may be asked for identification for the purpose of enforcing these Conditions of Entry, including prosecution or other law enforcement purposes.

12. Venue Rules

12.1 Cockburn Cougars members must act in accordance with the Wally Hagan Stadium code of conduct at all times for the benefit of all patrons.

12.2 The Wally Hagan Stadium Conditions of Entry can be found at the following link, with all patrons acknowledging they accept these terms upon entry: [CLICK HERE FOR TERMS OF ENTRY](#)

13. Cancellation Policy and Refunds

13.1 Once a membership has been purchased, the Cockburn Cougars are under no obligation to agree to a cancellation and refund, subject to the provisions of the Australian Consumer Law.

13.2 Requests for cancellations and refunds may only be considered in exceptional circumstances, or where the Australian Consumer Law applies.

13.3 All applications for cancellation and refunds are to be made in writing and addressed to: Cockburn Cougars – accounts@cougarfamily.com

13.4 In the event a cancellation and refund is granted, the following will apply:

13.4.1 All membership cancellations incur a \$50 processing fee per member. Table 1 shows the percentage of refund provided depending on the date the request is made.

13.4.2 For memberships that have been paid in full, the refund amount will be based on the table below. After March 14 each year, no refunds will be granted.



14. Errors and Omissions

14.1 While every care is taken by the Cockburn Cougars 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.

14.2 Accordingly, to the extent available at law, the Cockburn Cougars reserves the absolute right to not process or any memberships that may have been obtained with the wrong information.

14.3 Before the Cockburn Cougars can exercise this right, the Cockburn Cougars 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.

15. Appendix One

Table 1 – Amount refunded dependent on date request is made.

Date Refund Requested	Percentage of Refund
On or before 1 January	90%
On or before 1 February	80%
On or before 1 March	70%
On or before 14 March	60%