

TERMS & CONDITIONS
NBL 2024/25 BRISBANE BULLETS MEMBERSHIP

All Members or persons seeking to become Brisbane Bullets Members agree to be bound by these terms and conditions. References to “members” or “memberships” relate to the rights and obligations attaching to packages sold by the Brisbane Bullets Basketball Club for each home and away National Basketball League (NBL) season unless specified otherwise.

1. MEMBERSHIP

- 1.1. A “new member” is a person who did not hold a Brisbane Bullets Membership in NBL24 but does for NBL25.
- 1.2. A “renewing member” is a person who held an active fully paid membership in NBL24 and has not opted out for NBL25. If a person has previously held a membership but did not hold one in NBL24, they are a new member for NBL25
- 1.3. Purchasing a membership means members agree to their membership automatically rolling over to the next season and ongoing until the Member chooses to Opt-Out by following the instructions in correspondence emailed to primary account holders prior to renewals being made each year.
- 1.4. Any membership purchased the previous year by method other than credit or debit card will not automatically rollover.
- 1.5. Any membership that was complimentary the previous year will not rollover and the member must complete the renewal process manually by paying online
- 1.6. The applicant for the membership will be appointed the “Primary Account Holder” and will be responsible for payment and communication for the account and memberships.
- 1.7. Additional members and users of the Primary Account Holder’s memberships are called “Secondary Account Holders”. Secondary Account Holders are also bound to the terms and conditions of this Agreement.
- 1.8. Primary Account Holders must register a unique email address in their account. It is the responsibility of the Primary Account Holder to ensure all contact details are kept up to date by visiting the online membership portal at www.brisbanebullets.com.au
- 1.9. Memberships purchased after the first home game will not be sold on a pro-rata basis unless otherwise advertised and as such will be charged the prices on www.brisbanebullets.com.au

2 FAMILY, CONCESSIONS AND JUNIOR RESTRICTIONS

- 2.1 Concession: A “Concession” membership is available and apply to full Australian Government Pensioner Concession Card Holders, Seniors Card holders, DVA Card holders and Australian Full Time Student card holders. International student cards are not accepted. Concession cards must presented at the venue for entry.
- 2.2 Companion Card: National Companion Cards are accepted and members may apply a companion seat. The National Companion Card must be sighted before the extra ticket can be issued. The ticket will be issued in the name of the card holder. The National Companion Card membership issued does not attract any rights, entitlements or benefits.
- 2.3 Companion Card Memberships do not attract any additional Member benefits but provides a seat at the games.
- 2.4 Companion Card Membership can only be utilised by the Companion Card holders Carer, while 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.
- 2.5 Junior: A Junior is any child aged between 4-17 years old as of January 1, 2025. Junior Memberships must be placed in child’s name and a date of birth must be provided. Proof of age must be supplied if requested. Failure to provide identification will result in the membership reverting to Adult pricing. Junior Members must be attached to an adult or concession Primary account holder.
 - 2.5.1 Once a junior no longer reaches the age eligibility, the membership price for the following season will automatically revert to Adult pricing. This can be updated to concession where the member notifies the club and is able to provide applicable concession card.
- 2.6 Family: A family consists of two adults and two juniors.

3. SEATING ALLOCATIONS

- 3.1. For the NBL25 Season, renewing members will be given access to choose their own seats at the Brisbane Entertainment Centre.
- 3.2. New members will be allocated the best available seats at the time the payment is successful. Applications made online will be able to select seats through the Interactive Seat Map and pay for them at the time to secure the seats.

4. PRICING

- 4.1. Any advertised Membership pricing is inclusive of GST, unless otherwise stated.
- 4.2. The Brisbane Bullets do their best to ensure products and services are delivered at their advertised price, however, should events outside of the Brisbane Bullets control occur, then prices may be amended to reflect the effect of such an event.

5. PAYMENTS AND DEFAULTS

- 5.1. It is the Member's responsibility to ensure the credit or debit card provided are correct at the time of transaction including expiry date changes.
- 5.2. It is the Member's responsibility to ensure sufficient funds are available in the nominated account or card.
- 5.3. All membership subscriptions are eligible to be paid upfront in full.
- 5.4. All members using the Upfront Plan do so with the knowledge and acceptance that their membership subscription will roll over for subsequent seasons until the time they choose to Opt-Out be following the process outlined by the club during the Renewal phase.
- 5.5. Monthly Instalment Plan Subscriptions
 - 5.5.1. Monthly Instalment Plans are managed by third party provider, Debit Success. Debit Success charge a 3.75% processing fee per transaction on top of the cost of the membership. Additional fees apply subject to new accounts being set up or default payments. Members can contact Debit Success on 1800 148 848 to discuss their payment plan.
 - 5.5.2. Full Season & Corporate Memberships
 - 5.5.2.1. Full Season & Corporate ticketed memberships (excluding Flexi and non-ticketed memberships) may choose to pay for their membership over a 5 monthly instalment plan with Debit Success.
 - 5.5.2.2. Monthly instalments will be deducted on the same day of each month beginning on 30 June 2024. The last instalment will be deducted on 30 October 2024.
 - 5.5.2.3. All members using the monthly plan do so with the knowledge and acceptance that their membership subscription will roll over for the subsequent season until the time they choose to opt-out by following the process outlined by the club during the renewal phase.
 - 5.5.2.4. Members on a monthly instalment plan purchased after the first payment date may have the number of payments deducted immediately to bring them up to date with the fixed schedule. Subsequent monthly payments will then be taken as a normal monthly payment each month until all instalments have concluded
 - 5.5.3. Flexi Memberships
 - 5.5.3.1. Flexi Membership may choose to pay for their membership over a 2 month instalment plan with Debit Success.
 - 5.5.3.2. Flexi plans will be deducted on the same day of each month and finish prior to the start of the NBL25 Season. No payment plans on flexi memberships will be offered within 2 months of the start of the NBL25 Season. Memberships purchased within that window will require upfront payment of the flexi membership.
 - 5.5.3.3. All members using the monthly plan do so with the knowledge and acceptance that their membership subscription will roll over for the subsequent season until the time they choose to opt-out by following the process outlined by the club during the renewal phase.
 - 5.5.4. If any payments are dishonoured or returned by a financial institution, the Member will be notified and immediate payment will be required. Any fees levied by the financial institution will be borne by the Member.
 - 5.5.5. Any member from previous seasons who have outstanding funds owed, will not be entitled to purchase a new membership until funds are settled. Any membership purchased after

outstanding funds are settled must be purchased using upfront payment. No instalment plan will be available.

- 5.5.6. A membership may be suspended or cancelled without notice if a payment is dishonoured on two consecutive occasions. At least three business days will be needed to reinstate the membership once payment is received. If a membership is cancelled, your seats may no longer be available after the overdue fees have been paid.
- 5.5.7. If a membership is suspended or cancelled, all membership benefits including but not limited to access to game and presale ticket windows will be suspended. Members with outstanding balances will also be excluded from member access to finals ticketing.
- 5.5.8. The Brisbane Bullets may refer any outstanding debts at the end of the season to a debt collection agency for recovery of any money owed. This will involve additional costs that the member will bear.
- 5.5.9. Instalment dates cannot be changed, but additional payments can be made online.

6. MEMBERSHIP CONDITIONS

- 6.1. Memberships cannot be on-sold for any purpose, exploited for commercial use, or used for promotions purposes or campaigns without the express written permission of the Club. Members in breach will have their membership cancelled without refund.
- 6.2. All memberships relate to a specific home and away NBL season. The respective membership fee for each membership is valid during that home and away NBL season only. All memberships expire at the end of each home and away season.
- 6.3. The membership fee is for one season. The fee will not be reduced for new or renewing applications joining at any point once the season has commenced unless specifically marketed at a discounted rate.
- 6.4. The Club does not accept any responsibility for membership cards that are lost, stolen or destroyed. Members are emailed at the start of the season a digital membership card which can be used in replacement of the plastic membership card.
- 6.5. Members must comply with the Brisbane Bullets Terms and Conditions and the Venue's Conditions of Entry. Any violation of conditions may result in the membership being cancelled without refund.
- 6.6. The Club reserves the right to refuse any membership application.

7. FOUNDATION MEMBERSHIPS

- 7.1. Foundation Memberships were purchased when the Bullets returned to the NBL in season 2016/2017.
- 7.2. Foundation Memberships must be purchased annually to maintain Foundation Membership status.
- 7.3. Foundation Memberships must maintain their same type of membership.
- 7.4. Foundation Members who choose to purchase additional memberships will pay the full standard rate for additional memberships. Foundation Membership discount only applies to the original memberships.
- 7.5. Foundation Members are will receive for each season they retain their Foundation Membership the following entitlements:
 - 7.5.1. 10% discount on Standard Season Membership rates. Discount applies to one season membership sale per Foundation Membership per season.
 - 7.5.2. Foundation Member branded cap
 - 7.5.3. Invitation to a Foundation Member function during the season.

8. FLEXI MEMBERSHIPS

- 8.1. Flexi Memberships are provided with a membership code which is used by the Member to redeem their "flexi" tickets for the games of their choice via Ticketek.
- 8.2. Access to tickets is subject to availability at the time of redemption.
- 8.3. Access to tickets will be restricted to the category of the flexi membership purchased. For example, a Gold Flexi code will show seats available for redemption in Gold category seating.
- 8.4. It is the responsibility of the Member to redeem their flexi tickets online via Ticketek.

9. PURCHASING ADDITIONAL TICKETS FOR GAME DAY

- 9.1. Full Season & Corporate Members are eligible to purchase additional tickets for guests at a discounted rate. The discounted rate is determined by the Club each season and is subject to change. Flexi Members are not entitled to the discount on additional tickets.
- 9.2. The discount applies to all available categories at the time of purchase.
- 9.3. Tickets are subject to availability and may not be seated directly with the member.
- 9.4. Members can purchase additional discounted tickets using the discount code provided by the Membership Team in email communications.
- 9.5. The authorized ticket seller is Ticketek. Purchasing through unauthorized ticket sellers risks cancellation of tickets.

10. BEHAVIOUR AND CODE OF CONDUCT AT BRISBANE BULLETS EVENTS

- 10.1. The Brisbane Bullets are committed to providing the best possible environment for all attendees including but not limited to Members, attendees, supporters, opposition supporters, spectators, staff, players and volunteers.
- 10.2. It is expected that all Members will uphold the Code of Conduct at all events including but not limited to Brisbane Bullets home games.
- 10.3. Members are expected to;
 - 10.3.1. Support the team in a respectful manner being mindful of those around me at games.
 - 10.3.2. Respect attendees, players, officials, volunteers and staff regardless of age, gender, race, religion, team, ethnic origin and beliefs.
 - 10.3.3. Inform venue staff of inappropriate behaviour so the venue can manage any incidents.
 - 10.3.4. Ensure those attending with me understand the Code of Conduct.
 - 10.3.5. Adhere to the Venue Terms and Conditions of Entry.
 - 10.3.6. No member, guest or attendee shall participate in illegal gambling near or on the premises, including but not limited to "courtsiding" behaviour. Courtsiding behaviour includes but is not limited to the practice of using or relaying live transmission of information about the sport event to obtain a financial advantage in betting.
- 10.4. Unruly, abusive, offensive, inappropriate or unsafe behaviour or conduct by a Member or their guests will not be tolerated.
- 10.5. If a Member is deemed to not comply with the Code of Conduct or if their behaviour according to the Code of Conduct results in immediate eviction of the event, the Brisbane Bullets reserve the right at any time thereafter to terminate the current membership of that individual without refund.
- 10.6. Any sanctions or penalties imposed by the breach will be the full responsibility of the Member.
- 10.7. The resumption of a membership by a terminated member in a future season will be at the sole discretion of the Brisbane Bullets.

11. COMMUNICATION AND NOTIFICATION

- 11.1. By signing up as a Member you consent to receiving electronic communication from the Brisbane Bullets. This communication may include but is not limited to information about your membership, team news, upcoming events, game day information, ticketing offers and partner offers. You can change your communication at any time through the unsubscribe link located on electronic communications.
- 11.2. The Brisbane Bullets will send information relating to Member accounts (eg payment authorisations, invoices, changes in password or payment method, confirmation messages) in electronic form only. (ie via emails to the email address registered in the Member account.)
- 11.3. It is the Member's responsibility to ensure all contact details are correct and current. The Brisbane Bullets hold no responsibility for a Member's failure to update or provide their personal details which results in not receiving communication from the Brisbane Bullets. Members can update personal information by logging in to their membership account via www.brisbanebullets.com.au.
- 11.4. All Members are issued with an account ID and password for their online account. The Member is responsible for protecting their login credentials.
- 11.5. Via the online account Members are able to forward their ticket to other parties or issue ticket replacements to the Member. If either action is performed, the Member or recipient of the ticket must print the ticket for entry at the Venue entry. The original barcode on the Member card will be cancelled for that game.

12. CANCELLATION REQUESTS

- 12.1. Once purchased, Membership sales are final.
- 12.2. Any requests for cancellations due to special circumstances must be made in writing to membership@brisbanebullets.com.au by the Primary Account Holder.
- 12.3. The Brisbane Bullets reserve the right to agree or not agree with the request for cancellation of a Membership.
- 12.4. Members who are approved for cancellation will incur a \$50.00 cancellation fee per Membership.

13. MEMBERSHIP PACKS

- 13.1. Member Packs will be mailed to the Primary Account Holder.
- 13.2. Member Packs are a gift with purchase and included with all paid memberships excluding Courtside Seating.
- 13.3. Companion cards Memberships do not include a Member Pack.

14. CARPARKING

- 14.1. Car parking is not included in membership pricing.
- 14.2. Car park passes will be available to purchase until the 23rd of August.
- 14.3. Season carparking is available as an add on to the membership purchase at the time of booking a membership.
- 14.4. Season Carparking may be taken off sale at the Club's discretion if the allocation of pre-paid season car parking is fully allocated.
- 14.5. Season Carparks will be issued with a plastic membership card. Lost cards cannot be replaced.
- 14.6. The Brisbane Bullets and Brisbane Entertainment Centre accepts no responsibility for cars parked at the venue.
- 14.7. Accessibility Parking:
 - 14.7.1. Parking is charged for all patrons including patrons with a disability permit.
 - 14.7.2. Patrons requiring accessible parking can purchase season car parking pass during their membership purchase or pay on a game-by-game basis via the parking attendants at the entry.
 - 14.7.3. The Brisbane Entertainment Centre has accessibility car parking spaces available that are situated in close proximity to the dedicated accessible turnstile entrances. Patrons requiring access to those parks need to show a current disability parking permit on the car windscreen upon entry and follow the directions of the car park attendants.

15. FINALS ACCESS

- 15.1. Memberships do not include the cost of finals tickets.
- 15.2. Members will be provided with presale access to home finals ticketing.
- 15.3. Presale access does not guarantee access to the members' same seat.
- 15.4. Members may be provided with presale access to away finals however this is subject to availability at the away venue.
- 15.5. Availability of tickets is subject to the requirements of the NBL for the games.

16. PRIVACY AND GENERAL

- 16.1. The Brisbane Bullets collect personal information from Members to fill the requirements of the membership process.
- 16.2. The Brisbane Bullets Privacy Policy seeks to safeguard the privacy of the personal information of Members by observing the Australian Privacy Policy Principles contained in the Privacy Act 1988. A full copy of the Brisbane Bullets Privacy Policy can be found at www.brisbanebullets.com.au
- 16.3. This Agreement constitutes the entire agreement between the parties relating in any way to the subject matter. All previous negotiations, understandings, representations, warranties or commitments about the subject matter are merged in this Agreement and are of no further effect.
- 16.4. The Brisbane Bullets may choose not to enforce a term of this Agreement in some cases in its absolute discretion without affecting its right to enforce that term in other cases.

17. LIABILITY

- 17.1. The Brisbane Bullets shall be under no liability whatsoever to a Member for any indirect loss or expense (including loss of profit) suffered by the Member arising out of a breach by the Brisbane Bullets of these Terms and Conditions.

- 17.2. In the event of any breach of this Agreement by the Brisbane Bullets, the remedies of the Member shall be limited. Under no circumstances shall the liability of the Brisbane Bullets exceed the price in relation to the Membership.
- 17.3. Neither part shall be liable for any default due to any act of terrorism, war, strike, industrial action, flood, storm or other event beyond the reasonable control of either party.
- 17.4. The Brisbane Bullets are not responsible for any infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Brisbane Bullets, including that cause the delay or non-delivery of emails to or from the Brisbane Bullets. The Brisbane Bullets reserves the right to disqualify any individual who tampers with the registration or ticketing process and to cancel their membership.
- 17.5. The Brisbane Bullets are excluded from liability for any product or service offered by partners and sponsors of the NBL and/or the Brisbane Bullets.
- 17.6. This Agreement is governed by the law applicable in the State of Queensland and each party submits to the jurisdiction of the courts of that state.

18. BRISBANE BULLETS RIGHT TO AMEND TERMS AND CONDITIONS

- 18.1. The Brisbane Bullets reserve the right to amend these Terms and Conditions as may be reasonably necessary at any time at its discretion and without notice. Updated Terms and Conditions will be available via www.brisbanebullets.com.au

19. AGREEMENT BY MEMBERS TO BE BOUND BY TERMS AND CONDITIONS

- 19.1. It is a condition of membership that all Members, regardless of membership type, agree they have read and understand these Terms and Conditions, obtained advice if they consider necessary, and agree to be bound by these Terms and Conditions of Membership with the Brisbane Bullets.
- 19.2. Any use of a Brisbane Bullets Member entitlement, including game day attendance, regardless of whether the user purchased the membership, is also bound by these Terms and Conditions. Members must make any person using their membership entitlement aware of these Terms and Conditions.
- 19.3. Any Member in breach of these Terms and Conditions risks having their membership cancelled without refund.

20. ACCEPTANCE

- 20.1. I acknowledge that by becoming a Bullets Member I am entering a legally binding contract with the Brisbane Bullets. I acknowledge that I have carefully read, understand and accept the above Terms and Condition. I acknowledge that I am bound by these Terms and Conditions regardless of the type of membership I hold.