



2024 Terms & Conditions

1. Introduction

All Sunshine Coast Lightning Club members are bound by the Terms and Conditions of the Sunshine Coast Lightning Pty Ltd ACN 615 073 017 (Club / we).

By purchasing a Club Membership (including a renewal), you as a Member agree to these Terms and Conditions and any policies or codes of conduct set out or referenced in this document (or otherwise specified by the Club from time to time) which form an agreement between the Club and you.

2. Membership Application

Membership Website: <https://sunshinecoastlightning.memberlink.net.au/memberhome>

Phone: 1300 LIGHTNING (544 486)

Email: hello@sunshinecoastlightning.com.au

Mail: Sunshine Coast Lightning (ML31), Kabi Kabi Country, C/O University of the Sunshine Coast, PO Box 5280, Sunshine Coast Mail Centre Qld 4560

- 2.1. You must complete and submit a club membership application for the purchase of any club membership (new, renewing and upgrading membership)
- 2.2. A successful membership application will be issued a payment confirmation invoice for the relevant club membership within 7 business days
- 2.3. The club reserves the right not to accept any club membership application
- 2.4. It is your responsibility to ensure your application is complete, accurate and legible. If you are in doubt, please contact the Membership Service Centre
- 2.5. You are responsible for ensuring that all personal details and banking details you provide to Sunshine Coast Lightning are kept up to date. Sunshine Coast Lightning accepts no responsibility for any consequences that flow from your failure to keep your personal details up to date. You can update your personal details by contacting the Membership Service Centre
- 2.6. 2023 members renewing their member in 2024 can take advantage of the exclusive renewal period commencing 11 October 2023 till 31 October 2023. Reserve seat members can secure their same seat in 2023 to 2024 during the 11 October 2023 till 31 October 2023. After this period, any seats not renewed will be made available for purchase to upgrading and new members.
- 2.7. Sunshine Coast Lightning cannot, and does not, promise that every application for membership, ticketing and/or seating allocation will be accepted

3. Terms of Membership

- 3.1. Your membership commences on the date of receipt by the Club from your membership fee and your membership ends on the 30th September 2024, unless the Club suspends or cancels your membership earlier in accordance with the Terms and Conditions.

4. Membership Categories

- 4.1. Foundation Member

- 4.1.1. A member who secured their membership prior to the 17th of June 2017, and who has maintained their memberships in consecutive season since then, is considered a Sunshine Coast Lightning foundation member.
- 4.1.2. A member who was a foundation member, however, failed to maintain consecutive season memberships with Sunshine Coast Lightnings, would no longer be eligible to be a foundation member.
- 4.2. Membership classifications and concessions
 - 4.2.1. Family: Family Membership consists of two adults and up to four juniors (under 15 years of age as at 1st January 2023). Additional children under 15 years of age will be required to purchase an individual Junior Membership.
 - 4.2.2. Junior: To be eligible for a Junior Membership, children must be under 15 years of age as at 1st January 2024. Children over 5 years of age will need to obtain a Junior Club Membership. The Membership Team may request proof of age identification (copy of birth certificate or passport etc).
 - 4.2.3. Concession Membership: Any person holding a valid and current Pensioner Concession Card, Full-time Student card, Department of Veterans' Affairs card, TPI or Department of Veterans' Affairs issues Pensioner Concession Card, Commonwealth Senior Health Care Card, Pensioner Concession Card (PCC), Health Care Card (HCC), is eligible for a concession membership given they are the cardholders and not the dependants list on the cards. Full time secondary or tertiary student cards are also eligible for a concession membership, excluding student's cards from institutions from outside Australia. If you wish to apply for a concession membership, you must notify Sunshine Coast Lightning of your concession type and relevant card number when you submit your membership application
 - 4.2.4. Companion Card Holder: Any Club member holding a Government issued Companion Card is entitled to one complimentary access membership for their carer. Once you have purchased your membership, you are required to send through proof of your Companion Card and the Club will then issue you with a complimentary membership in the same membership category as the one you have purchased to allow your carer access to the games when caring for you.

5. Membership Benefits

- 5.1. Reserve seat membership categories
 - 5.1.1. Platinum, Gold, Silver and Bronze reserve seat memberships receive access to 7 home games played at UniSC (subject to venue change).
- 5.2. Part season membership categories
 - 5.2.1. Two and four game memberships receive access to its membership specified number of home game (subject to ticket availability).
- 5.3. Non-access membership categories
 - 5.3.1. Supporter membership does not include entry to any Suncorp Super Netball games.
- 5.4. Merchandise: Member is entitled to 10% off full price merchandise from the official Sunshine Coast Lightning online store and on presentation of membership card at game day outlets.

- 5.5. Membership kits/merchandise items: Membership merchandise will be issued based on the date your membership application is received at the club/processed online. If stocks are exhausted, kits will be fulfilled with existing stock. Sunshine Coast Lightning reserves the right to decline swap requests.
- 5.6. Sunshine Coast Lightning may introduce new promotions and offers to members from time to time. Any member who has purchased any membership or other item prior to these offers will not be able to request a refund for membership.
- 5.7. Sunshine Coast Lightning membership does not entitle member to any other rights except for those listed in the agreement and the membership

6. Memberships Reserved Seating

- 6.1. If a Member would like to request a location for their reserved seat(s), or a Member would like to request a change to their existing reserved seat(s), they are required to note their request in the Seating Preference section of their Membership Application or directly to Sunshine Coast Lightning via email. We will endeavour to honour seat change requests if the seat is available. We will allocate new seating and change requests in date order received.
- 6.2. Sunshine Coast Lightning reserves the right to amend seating arrangements at its sole discretion where necessary due to stadium changes and membership demands, or for any other reason reasonably required by Sunshine Coast Lightning. Members will be notified if there is a change to their seating and alternative arrangements will be discussed prior to the member(s) being moved.
- 6.3. Subject to any rights that the membership holder may have under the Australia Consumer Law that cannot lawfully be excluded, Sunshine Coast Lightning will not be liable for any loss or damage suffered by the membership holder or any other person arising out of or in connection with a change to a membership holder's seating.

7. Member Code of Conduct

- 7.1. It is a condition of membership that you comply with the Sunshine Coast Lightning Member Code of Conduct at all times while attending any Sunshine Coast Lightning event, function, game, or interacting with the Club on social media. The Member Code of Conduct can be accessed by <https://sunshinecoastlightning.com.au/code-of-conduct/> or by calling 1300 544 486.
- 7.2. Any failure to comply with the Member Code of Conduct may result in the immediate suspension or cancellation of your membership at Sunshine Coast Lightning's discretion.
- 7.3. You will not be entitled to any refund if your membership is suspended or cancelled in these circumstances.

8. Your Privacy

- 8.1. Your privacy is important to Sunshine Coast Lightning. The Club collects, holds and uses personal information in accordance with our privacy policy which you can access at <http://sunshinecoastlightning.com.au/privacy-policy/>.
- 8.2. You may access your personal information held by Sunshine Coast Lightning by calling 1300LIGHTNING (1300 544 486).

9. Transfer of Membership Rights

- 9.1. Any person who you grant to use your membership rights (transferee) is also bound by these terms and conditions. The transferee must fall under the same category as the member. Any failure by any transferee to comply with these terms and conditions may lead to your membership being suspended or cancelled.

10. Payment

- 10.1. Payment of membership fees advertised by the Club are inclusive of GST unless otherwise stated.
- 10.2. When you pay your membership fees by credit or debit card, you authorise Sunshine Coast Lightning to renew your membership each season into the same package (or a reasonably comparable package), and to charge the applicable membership fees to the credit or debit card used to purchase your previous membership, unless you elect to opt out of the automatic membership renewal option.
- 10.3. You acknowledge that membership fees may increase from season to season. The Club will provide reasonable notice via email of any changes in the price of your next season's membership.
- 10.4. The Club will contact you via email prior to processing the automatic renewal. If you do not wish for your membership to roll over into the following season, you will be required to opt out before the specified cut-off date.

11. Payment Plan

- 11.1. All payment plans are managed and processed by a third party, Debit Success who charge a 4.12% processing fee per transaction, on top of the cost of the membership. Additional fees may apply from Debit Success subject to new accounts being set up.
- 11.2. It is the member's responsibility to ensure that there are sufficient funds available in the nominated bank account each month. Any fees levied to you by your financial institution for a dishonoured payment will be payable by the member.
- 11.3. If a payment run falls on a public holiday or weekend, the payment will be processed on the next business day.
- 11.4. Debit Success charge all customers a \$10 dishonour fee for missed payments.
- 11.5. It is the member's responsibility to notify both Debit Success and Sunshine Coast Lightning of any changes to their financial institution details that will impact their monthly or annual payments.
- 11.6. If a member opts out of the payment method, they are only opting out of the auto renewal and will still receive Sunshine Coast Lightning communications and information on their membership.
- 11.7. If any payment fails to process, further attempts will be made throughout the next two weeks to attempt to clear the fund transfer. The member will be contacted via SMS and or email to advise of failed payments.
- 11.8. Sunshine Coast Lightning reserves the right to suspend or cancel a membership if on two consecutive occasions, a payment cannot be processed from the nominated account for the membership payment. Members will be notified in writing should this occur. This suspension will include game access, finals rights and invitations and access to Sunshine Coast Lightning events.

- 11.9. For suspended memberships, members can reactive their game entry barcodes after all payments are up to date.
- 11.10. Members with suspended memberships are advised that it may take up to two (2) business days to reinstate entitlements and game access. Any outstanding balances from previous seasons must be paid in full before a new membership application and payments will be accepted.
- 11.11. If a member believes that a withdrawal has been initiated incorrectly, please contact Debit Success.

12. Refunds

- 12.1. Subject to the Australian Consumer Law, once a membership has been purchased, Sunshine Coast Lightning will only issue a refund of membership in exceptional circumstances.
- 12.2. In exceptional circumstances, Sunshine Coast Lightning may a refund a membership fee. All applications are to be emailed or made in writing to the membership team located at Sunshine Coast Lightning (ML31), Kabi Kabi Country, C/O University of the Sunshine Coast, PO Box 5280, Sunshine Coast Mail Centre Qld 4560.
- 12.3. To receive a full membership refund by Sunshine Coast Lightning, the membership package must be returned in its original condition and the membership must be unused on game day/s.

13. Liability and Indemnity

- 13.1. A Member is responsible for any damage which the Member, their guests or any Invitee may cause at any Match, Venue, function or event of Sunshine Coast Lightning if such damage is caused by the Members' (or their guest or Invitee's) wilful act or negligence, and the Member indemnifies Sunshine Coast Lightning against any liability or claim Sunshine Coast Lightning suffers or incurs in relation to such damage.
- 13.2. In purchasing this membership, you agree to indemnify Sunshine Coast Lightning and their officers, employees and agents (The Indemnified) against any loss, cost, expense, liability or damage, including without limitation any personal injury or death, suffered or incurred by any of The Indemnified arising out of any act or omission by you. Your liability will be reduced to the extent that the applicable loss, cost, expense, liability or damage arises from a negligent act or omission of Sunshine Coast Lightning.

14. Suncorp Super Netball

- 14.1. If any game has commenced and is impacted by a cancellation the rules are - if the third quarter has commenced, the match is then deemed official. The scores at the time of cancellation are reflected in the outcome. Any member with a reserved seat and or membership ticket, this result will deem the match complete.

15. General Terms and Conditions

- 15.1. Sunshine Coast Lightning may amend these terms and conditions at any time. Any such changes will be notified to you via the Club's website at <https://sunshinecoastlightning.com.au/> and will be effective from the time they are notified.

- 15.2. Any failure by Sunshine Coast Lightning to insist on strict compliance with these terms and conditions will not constitute a variation or waiver of these terms and conditions.
- 15.3. These terms and conditions, and any contract between you and Sunshine Coast Lightning of which these terms and conditions form part, are governed by the laws of Queensland.
- 15.4. The club will use its best endeavours to provide all deliverables as outlined in each Membership Package for the 2024 Season. However, where there are any restrictions on providing deliverables that are outside of the control of the club, e.g. Federal or State issued COVID-19 Protocols/Restrictions, members will be informed, and Sunshine Coast Lightning may need to make changes to specific member benefits