

Perth Heat Membership – Terms and Conditions

Membership for the Alcohol. Think Again Perth Heat Baseball Club may be purchased online, by telephone or in person at Empire Ballpark during office hours or on game day. Existing memberships can also be renewed in the same way.

By holding a current Perth Heat membership, members must agree to the following terms and conditions, and other related policies/terms and conditions of Perth Heat.

Perth Heat reserves the right to amend the terms and conditions without prior notice. Members will have no claim against the club by reason of any change made to the terms and conditions.

Definitions

- 'Perth Heat' means the Alcohol. Think Again Perth Heat
- 'Member' means a patron who has paid for a Perth Heat membership
- 'Ballpark' means Empire Ballpark
- 'ABL' means Australian Baseball League

1. Purchase of Membership

Once a membership or renewal application is purchased, members will receive a 'Thank you' email from Perth Heat. Access members with match access entitlements will also receive instructions on pickup of their membership card and pack.

Perth Heat reserves the right not to accept any membership or renewal application, in its absolute discretion.

2. Term of membership

Subject to these terms and conditions, your Perth Heat membership will entitle the member to the Member Benefits, for the season it has been purchased for, from confirmation of receipt of the membership payment until the end of the 2020/21 ABL Season.

2.1 Change of personal details

The Member is responsible for notifying Perth Heat should their personal details change, including contact details or any other relevant information that could affect the membership with Perth Heat.

3. Membership Categories

3.1 Club Membership Categories and Entitlements

3.1.1 Reserved Seat Membership

Reserved seat memberships include the following reserved seat sections: Section 104, Section 105, Section 106, Section 107 and Section 108.

Reserved seat memberships entitles the member to a reserved seat at all Perth Heat home games at the Ballpark throughout the ABL season. If other games are included in the Reserved seat membership, members will be notified by the Perth Heat Membership team. To see the Member Benefits members are entitled to, click [here](#).

Perth Heat reserves the right to change any Reserved Seat member to another seat, to satisfy a club requirement, without prior consent from that member. Every effort will be made to minimise the impact of any such change.

Should a home match be cancelled or rescheduled, for whatever reason, the club is not liable for any refund or compensation to members for the cancellation or rescheduling of the said match, except as required by law (see 6. Refund policy, below).

There is no guarantee of undercover seating or protection from the elements, or full, unrestricted viewing of the match or screens in any seat or category of seating at the Ballpark. Seats may be classified as Restricted Viewing at the discretion of the club where, in the opinion of the club, a significant amount of match play is obstructed from view on an ongoing basis.

3.1.2 General Admission Membership

General Admission membership includes the following seating area: General Admission.

General Admission membership entitles the holder to any seat (within the General Admission area) at all Perth Heat home games at the Ballpark throughout the 2020/21 ABL season. If other games are included in the General Admission membership, members will be notified by the Perth Heat Membership team. To see the Member Benefits members are entitled to, click [here](#).

Members may upgrade to a reserved seat at the venue for an additional fee, subject to availability.

3.1.3 Flexi Membership

Flexi Membership entitles the holder to entry and general admission seating for up to five (5) or eight (8) Perth Heat home games, of their choice, at the Ballpark throughout the ABL season, depending on the type of Flexi membership. To see the Member Benefits members are entitled to, click [here](#).

Flexi Memberships are subject to Ballpark capacity.

Members may upgrade to a reserved seat membership or general admission membership at the venue for an additional fee, subject to availability.

3.1.4 Diamond Membership

Diamond membership includes the following seating area: General Admission.

Diamond membership entitles the holder to purchase a \$4 ticket for any seat (within the general admission area) at all Perth Heat home games at the Ballpark throughout the ABL season. To see the Member Benefits members are entitled to, click [here](#).

Members may upgrade to a reserved seat membership or general admission membership at the venue for an additional fee, subject to availability.

Diamond Members are bound by all Membership Terms and Condition outlined here. For specific Diamond Membership Terms and Conditions, please click [here](#).

3.1.5 Supporter Membership Categories (no match access)

Affiliate Membership

Affiliate Memberships offers the opportunity to support Perth Heat from anywhere around the world.

3.2 Membership Classifications and Concessions

3.2.1 Family

Family memberships are available for Reserved Seat and General Admission membership categories, allowing combinations of two adults and two children (16 years of age and under at completion of ABL season).

3.2.2 Child

To be eligible for a child membership, the applicant must be 16 years or under at the completion of the ABL season. Children 3 years and under, at the completion of the ABL season, are free of charge. However, they must hold a membership card or don't hold a membership card and don't have a seat.

3.2.3 Student Concession

Student concession is available to members who hold a student card at the completion of the ABL season.

A copy of the student card must be emailed to memberships@perthheat.com.au.

Student concession must be applied for prior to the start of each season – student concession will not automatically roll over.

3.2.4 Pensioner

Pensioner concession is available to members holding a current pensioner concession card issued by Centrelink, the Department of Health and Community Services, the Department of Community Services or the Department of Veteran Affairs. Seniors card will also be accepted.

A copy of the pension card must be emailed to memberships@perthheat.com.au. Pension cards must be valid for the duration of the current ABL season.

3.3 Playoff Series Entitlements

Access to purchase tickets to the Playoff Series matches will be determined by the member's membership category and corresponding entitlements.

Perth Heat will communicate information relating to members' access to purchase tickets to Playoff Series matches once information is made available, should the club be participating.

4. Payment

Payments for memberships are made in full upon purchase or a payment plan can be arranged.

Membership renewal confirms agreement to pay accounts in full within the listed payment terms. Intention to renew must be provided to the club prior to the closing date specified on the renewal invoice. If full payment is not received within the agreed payment terms, the membership may be forfeited. In any case, Perth Heat can stop match access entitlements if payments are not received.

If a member is experiencing difficulty in making payment within the agreed terms, contact must be made with the club to discuss alternative payment options, prior to the closing date specified.

All payments are non-refundable. If an account is referred to debt collection services, the member will be liable for any fees, charges, disbursements and commissions relating to collection of the debt, in addition to the membership payment.

5. GST and Levies

Except where expressly noted, all prices include GST and any applicable venue levy. Online purchases will also include a \$2.95 transaction service charge.

6. Refund policy

Perth Heat is under no obligation to refund or credit payments relating to a membership, either in full or in part, unless required by law. Nothing in these terms and conditions is intended to limit, restrict or exclude rights available to you under Australian Consumer Law.

Refund or credit remedy options will only be available at Perth Heat's discretion. If they are available, Perth Heat Membership will contact members. Refunds may be available to members who are not able to attend due to matters outside of the control of the member (including an ABL or Government directive) or the club. This includes force majeure events.

A change of start time, or a reschedule to an alternative date is not considered to be material.

In general, the club does not offer refunds or credit due to a change in personal circumstances; however, members impacted by a change in personal circumstances and experiencing financial hardship may submit a request for financial relief by emailing memberships@perthheat.com.au.

Refunds must be requested within a reasonable timeframe, and in any case prior to the end of the relevant season. Any refund granted will not include the transaction fee and will be subject to a processing fee for the cancellation of a membership.

Perth Heat will not be liable for any other losses or expenses incurred as a result of the cancellation, rescheduling or relocation of matches during the ABL season.

7. Cancellation policy

Perth Heat reserves the right to cancel any membership at the club's discretion.

8. Transfer policy

All memberships are non-transferable unless they meet the conditions specified by the Perth Heat. Any transfers must be requested in writing to memberships@perthheat.com.au.

9. No On-selling

Perth Heat memberships, tickets, membership benefits and match day access may not, without prior written authorisation of Perth Heat, be sold at a premium, exchanged for goods and services or be used for advertising, promotion or other commercial purposes (including competitions or trade promotions). If a Perth Heat membership, ticket, membership benefit or match day access is sold in breach of these conditions, it will be void and will not entitle the holder to admission to the event or access to the benefit. Further

penalties may apply (including cancellation of offending members membership, without refund of any part of the membership payment).

10. Credits owing

Credits earned in previous season cannot be converted to cash or transferred to other accounts.

If a membership is not renewed in the next following season to the season in which credits are earned, credits on that account will be forfeited.

If a membership is cancelled during the next following season to the season in which credits are earned, credits applied from the previous season and any credit earned during the current season will be forfeited and will not form part of any refund that may be due.

11. Code of conduct

By joining Perth Heat, members agree to the following:

Upon becoming a member of Perth Heat, you agree that you will abide by all conditions of membership, including the Ballpark Conditions of Entry while in attendance at Empire Ballpark. You remain responsible for the conduct of anyone utilising your membership benefits to attend matches. In the event that you provide others with access to your membership(s), any unacceptable conduct by them may have a negative impact on your membership benefits, in addition to penalties applied by the venue. You will be liable for the cost of replacement or repair relating to any loss or damage to the Ballpark property caused by you or anyone utilising your membership benefits to attend matches, or loss or damage to any Perth Heat property.

Attendees at matches must show their ticket to Perth Heat personnel or the club's authorised representatives (including venue and security staff) if requested to do so. You acknowledge that Perth Heat may require personnel, venue and security staff to notify it of membership or digital ticket details where the holder of the ticket is involved in any incident at the Ballpark in breach of the Perth Heat Code of Conduct and/or the Ballpark Conditions of Entry.

12. Privacy

By joining the Perth Heat, members agree to the following:

All personal information that you provide will be used, and may be disclosed, by Perth Heat (including for promotional and marketing purposes) and the ABL in accordance with the ABL and Perth Heat Privacy Policy, which is available at www.perthheat.com.au/privacy-policy/. By providing personal information, you agree to such use and disclosure by Perth Heat and

the ABL and confirm that you have read and agree to be bound by the ABL and Perth Heat Privacy Policy.

13. Further Information

For further information in relation to these terms and conditions, please visit www.perthheat.com.au or contact Perth Heat Membership on 0422 262 669 or memberships@perthheat.com.au.

14. Amendments

Perth Heat reserves the right to amend, from time to time, the terms and conditions of club membership, without written notice. Members will have no claim against the club by reason of any change made to the terms and conditions of club membership.