



# ADELAIDE 36ERS MEMBERSHIP

## Terms and Conditions

Benefits and conditions of membership are subject to change and at the discretion of Adelaide Basketball Pty Ltd.

### 1. Membership

An Adelaide 36ers Membership provides access and entry per membership category specifications to regular minor round home games for the 2024-25 season. Season passes are transferrable provided the ticketholder meets the ticket requirements. Adelaide Basketball Pty Ltd reserves the right to move membership pass holders to alternative seating at its discretion.

#### 1.1. Member benefits

Adelaide 36ers Membership benefits are non-transferable. On-selling Adelaide 36ers Membership benefits is in breach of the Adelaide 36ers Membership terms and conditions, penalties for this breach may include cancellation of the Adelaide 36ers Membership in question.

#### 1.2. Rolling Membership Renewals

By purchasing a 2023-24 season membership, all members who purchase online agree for their membership to be rolled over for the 2025-26 NBL Season.

#### 1.3. Junior Eligibility

To be eligible for Junior Membership in the 2024-25 season children must be 17 or under on the 31st of March 2025. Children four or under may obtain free entry and are required to sit on the lap of their parent or guardian. If a child four or under requires a seat it must be purchased at the standard Junior price.

#### 1.4. Concession Eligibility

To obtain a concession discount on an Adelaide 36ers Membership, a valid concession card must be carried at all times and presented when requested by 36ers or AEC event staff. Failure to show a valid concession may result in removal from the venue and membership suspension until the difference between concession and adult membership has been paid.

#### 1.5. Companion Card Holders

The Adelaide 36ers will honour all Companion Cards where a copy of the card is provided to the club. Companion Card holders must contact the club directly to purchase a membership.

#### 1.6. Absentee Membership

Any person applying for Absentee Membership must be a valid paying member of the Adelaide 36ers. The maximum period of absenteeism is one season.

### 2. Refund Policy

Exchanges or refunds are not available on memberships, ticketing packages or additional products purchased.



### **3. Payment Plans**

Payment plans for the 2024-25 season will be managed by third party provider Debit Success. Adelaide Basketball Pty Ltd reserves the right to cancel or suspend any memberships where payments are not received on two consecutive occasions.

#### **3.1. Debit Success**

Penalties apply for failed payments and are at the discretion of Debit Success. Please refer to the full Terms and Conditions at the end of this document.

### **4. Lost or Stolen Adelaide 36ers Membership Cards**

If an Adelaide 36ers Membership card is lost or stolen please advise the club as soon as possible so the card can be cancelled.

#### **4.1. Lost Cards**

If a membership card is lost the member will be required to prove their identification when requesting and collecting a replacement card. A \$12 replacement fee may apply.

#### **4.2. Stolen Cards**

If the card was stolen the replacement fee may be waived upon receipt of appropriate documentation.

### **5. Finals**

Adelaide 36ers Membership and Ticketing does not allow access to any final's games played at the Adelaide Entertainment Centre.

#### **5.1. Reserved Seat Members**

Full season members with reserved seating have priority and first rights to purchase seat/s for the final's series during the Membership Pre-Sale period.

#### **5.2. General Reserved, 7 Game, 4 Game and Supporter Members**

General Reserved, 7 Game, 4 Game and Supporter Members will have priority access to finals tickets before they go on sale to the general public.

### **6. Members Privacy**

All data collected by the Adelaide 36ers will be handled in accordance with the Privacy Act (1988).

6.1. To see the NBL's privacy policy, which the Adelaide 36ers abides by, please contact the NBL or [click here](#)

### **7. Code of Conduct**

All Adelaide 36ers Members are required to read and adhere to the club's Code of Conduct. Any member caught in breach of the Code of Conduct may have their membership suspended or cancelled, depending on the severity of the breach.

### **8. Adelaide Entertainment Centre Conditions of Entry**

Water bottles and large bags are not permitted into the AEC. Please refer to the full conditions of entry here, <https://www.theaec.net/ConcertsEvents/VenueInfo/ConditionsofEntry.aspx>.

**9. Courtsiding** 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. 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. . For more information, please refer to Basketball Australia's Courtsiding Policy (<http://australia.basketball/integrity>).

10. **NBL Spectator Standards:** Your attendance at any NBL game, event or activity implies your acknowledgment and agreement to comply with these Spectator Standards and any applicable NBL or venue policies. A reference to the NBL Spectator Standards can be located here; [NBL Spectator Standards'](#)

## Terms and conditions of the Debitsuccess contract

### 1. Introduction

This document outlines the rights and responsibilities you have regarding the ability of Debitsuccess Pty Ltd to directly debit your nominated bank account or credit card for any instalments or fees due by you under the terms and conditions of this Contract and DDR Service Agreement, the terms of which are stated below. Should you have queries regarding your Contract, or this DDR form you should in the first instance contact Debitsuccess on 1-800 148 848. All queries regarding the provision of services by the facility should be directed to the facility.

### 2. Parties to contract

The "Facility" means the organisation providing the service for which the Customer is paying. The "Customer" means the person or party authorising this Contract. "Debitsuccess" is Debitsuccess Pty Limited, PO Box 577, Mt Waverley, Vic, 3149, Phone: 1800 148 848, E-mail: [customerservice@Debitsuccess.com](mailto:customerservice@Debitsuccess.com). All communication relating to this Contract is to be sent directly to Debitsuccess. The Customer acknowledges that Debitsuccess has been contracted by the Facility to collect the Instalments due under this Contract, and acknowledges that all rights of the Facility pursuant to this Contract are able to be enforced by Debitsuccess as if it were the Facility without any involvement on the part of the Facility or the consent of the Customer.

### 3. Payments

The Customer agrees to pay the instalment amount at the agreed payment frequency until this Contract is terminated in accordance with clause 4 below. Should there be any arrears in payments the Customer authorises Debitsuccess to debit the outstanding balance in order to bring the account up to date.

### 4. Termination of contract

The Customer may terminate this Contract before the expiry of the minimum term or payments if all the instalments and fees due up to the date of termination are paid, and in addition the cancellation fee as specified on the front of this Contract is paid to Debitsuccess. Should the membership type selected as part of this online signup be indicated as ongoing in nature, then this Contract shall continue indefinitely after the minimum term until such time as the Customer requests Debitsuccess, after the expiry of the minimum term for it to terminate. Any instalments/fees due at the date of termination (including instalments/fees which fall due during the notice period) will remain a debt owed to and recoverable by Debitsuccess. There will be a period of notice of 30 days unless otherwise specified by the Facility between the date of request and the date of actual termination during which any payments due must still be paid in full. The Customer should contact Debitsuccess if they have not received written confirmation of the termination within the 30-day period. The Customer shall not consider that this contract has been terminated until such time as this is confirmed in writing to the Customer by Debitsuccess (not more than 14 days after the termination date). Termination of this Contract will also terminate the Direct Debit Request Authority.



**5. Breach of contract**

The Customer, Debitsuccess and the Facility each hold reciprocal rights of termination for a material breach of any term or condition of this Contract. The Contract will be terminated upon receipt of written notice outlining the relevant breach.

**6. Administration fee**

A one-off fee of \$5.00 is payable to Debitsuccess by the Customer on authorising of this Contract.

**7. Privacy**

A Customer's "personal information" (as that term is defined in the Privacy Act 1988 (Cth)) will only be used by Debitsuccess to provide you with the services contemplated by this Contract. Debitsuccess' Privacy Statement is to be found on its website [www.Debitsuccess.com](http://www.Debitsuccess.com).

**8. Liability**

To the extent permitted by law, Debitsuccess hereby excludes any liability of Debitsuccess to the Customer in contract, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the Customer and/or any other person, or for any costs, charges or expenses incurred by the Customer, arising from or in connection with this Contract and/or the services/products provided by Debitsuccess, and/or any act or omission of Debitsuccess.

**9. Credit/Debt Reporting Agencies**

Upon default by the Customer regarding any obligation under this Contract and failure to remedy the default after notification by Debitsuccess, the Customer authorises Debitsuccess to notify any debt collection/credit reporting agency of the default. Should this occur then at Debitsuccess' sole discretion it may terminate the contract at which time the full outstanding balance for the remainder of the minimum term or payments (including any current arrears) shall be due in full. The Customer authorises Debitsuccess to add to the outstanding debt a fee of \$50 and an amount equivalent to 25% of the full outstanding balance (being Debitsuccess' expenses reasonably incurred in collecting the debt) upon initial referral to the debt collection/credit reporting agency.

**10. Provision of service**

Change of location or ownership or the name of the Facility does not absolve the Customer of responsibilities under the terms and conditions of this Contract.

**11. Increase in fees**

Debitsuccess may at any time AFTER the end of the minimum term, upon sending written notice to the Customer's last known address and giving 14 days' notice, increase the instalment amount. If the Customer wishes to terminate this Contract as a result of the increase in the instalment amount, the Customer must notify Debitsuccess in writing within 14 days of the date of the written notice sent by Debitsuccess. The Contract will be terminated upon receipt of this notice. If the Customer does not notify Debitsuccess of its intention to terminate this Contract within such specified time period, then this Contract will remain in force and the increase in the instalment amount will be deemed to be accepted by the Customer.

**12. Entire Agreement**

This Contract and the DDR Service Agreement constitute the entire agreement, understanding and arrangement (express and implied) between the Customer, the Facility and Debitsuccess relating to the subject matter of this Contract and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral. If any provision of this Contract is invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions will not be affected and such invalid, illegal or unenforceable provision is to be severed from this Contract.



## Terms and Conditions of the Debitsuccess

### Direct Debit Request (DDR) Service Agreement

Direct Debt Request (DDR) Service Agreement

#### DEBITSUCCESS DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT

This DDR Service Agreement is designed to explain what your obligations are when undertaking a direct debit arrangement involving Debitsuccess. It also details what our obligations are to you and forms part of the terms and conditions of your Direct Debit Request and should be read in conjunction with your Direct Debit Request.

#### INITIAL TERMS

I/We authorise Debitsuccess Pty Limited (ACN: 095 551 581) (Debitsuccess) APCA User ID 184534 to make periodic debits on behalf of the "Business" as indicated on Direct Debit Request. I/We acknowledge that if specified by the Business, in addition to the agreed periodic debits set out in the Direct Debit Request, administration/setup, variation, reversal, dishonour, or processing fees may also apply and be debited under the Direct Debit Request as instructed by the Business.

RELATIONSHIP I/we acknowledge that Debitsuccess has been contracted by the Business to collect the payments due under the agreement that I/we have entered into with the Business pursuant to which I/we have agreed to pay for goods/services provided by the Business (Agreement). All payments due by me/us to the Business shall be made to Debitsuccess. I/We acknowledge that Debitsuccess is acting as an agent of the Business and that Debitsuccess does not provide any goods or services, and has no express or implied liability in relation to the goods and services provided by the Business or the terms and conditions of any agreement with the Business. I/We acknowledge that Debitsuccess sole responsibility is to make periodic debits as set out in the Direct Debit Request

CLEARED FUNDS I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by, and at all times on, the due date of the payment (Day to Debit) to enable the direct debit to be honoured on the Day to Debit. I/We acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available when the debit is attempted, I/we agree that I/we will be responsible for any fees and charges that may be charged by my/our Financial Institution and by the Business.

VARIATIONS TO DEBIT TERMS I/We authorize Debitsuccess to vary the amount of the payments upon instructions from the Business, and where such instructions from the Business are received by Debitsuccess, I/we do not require Debitsuccess to notify me/us of such variations to the debit amount. I/We acknowledge that Debitsuccess/or the Business is to provide 14 days' notice if varying the terms of the debit arrangements otherwise than as provided for herein. I/We acknowledge that my/our requests to vary, defer or stop the debit arrangement must be directed to the Business.

CANCELLING THESE DEBIT TERMS I/We understand that I/we are able to cancel this DDR Service Agreement by requesting this of the Business or my/our Financial Institution, and I/we acknowledge that cancellation of the authority to debit my/our account will not terminate my/our agreement with the Business or remove my/our liability to make the payments I/we have agreed to.

NON WORKING DAY When the Day to Debit falls on a weekend or public holiday the debit will be initiated on the next working day. DISHONOURED PAYMENTS I/We acknowledge that: (a) if a debit is returned by my/our Financial Institution as unpaid, I/we will be responsible for any fees and charges charged by the Business as a result, in addition to any Financial Institution charges and collection



fees; and (b) Debitsuccess may attempt to re-process any unsuccessful payments as advised by the Business and/or add such unsuccessful payment to any future payments.

ACCURACY OF INFORMATION I/We acknowledge that it is my/our responsibility to ensure that the details entered on the Direct Debit Request are correct and that Debitsuccess is not liable to the extent that any such details are incorrect and this causes a required payment to be missed. In addition, where I/we are paying the required payments by credit card and have entered the details of the credit card on the Direct Debit Request, I/we agree that Debitsuccess may continue to debit from the credit card in accordance with the terms of this DDR Service Agreement to the extent that the credit card has expired, and that it is wholly my/our responsibility to provide details of any replacement credit card to Debitsuccess via the Business.

DISPUTES I/We acknowledge that any disputes regarding debit payments will be directed to the Business. If no resolution is forthcoming, I/we understand that I/we are to direct any such dispute to my/our Financial Institution.

#### OTHER AUTHORISATIONS

I/We authorise:

- (a) Debitsuccess to verify details of my/our account with my/our Financial Institution; and
- (b) The Financial Institution to release information allowing Debitsuccess to verify my/our account details.
- (c) Any notices to be given to me/us by electronic mail to the email address on the Direct Debit Request (or any other email address notified in writing by me/us).

I/we acknowledge that:

- (a) This DDR Service Agreement will remain in force and effect in respect of all direct debits passed to my/our account in good faith notwithstanding my/our death/bankruptcy or other revocation of this DDR Service Agreement until actual notice of such event is received by the bank.
- (b) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the bank except in so far as the direct debit has not been paid in accordance with this DDR Service Agreement. Any other dispute lies between me/us and the Business.

INFORMATION SECURITY We are collecting your personal information for the sole purpose of completing this direct debit arrangement. Debitsuccess agrees that it will make reasonable efforts to keep your information contained in the Direct Debit Request (including account details) and any other information that we have about you confidential and secure, and will ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information. You may request access to, and correction of, any personal information held by Debitsuccess by writing to Debitsuccess at the address below. You acknowledge that your personal information will be collected, used, held and disclosed in accordance with the Debitsuccess Limited Privacy Policy found at <https://www.debitsuccess.com.au/privacy-policy> Debitsuccess will only disclose information that we have about you:

- (a) to the extent specifically required by law;
- (b) to Financial Institutions participating in the direct debit payment system in connection with a claim made on it relating to an alleged incorrect or wrongful debit; or
- (c) for the purposes of this Agreement (including disclosing information in connection with any query or claim).