

MCC Membership Card Terms & Conditions

Valid From 16 November 2017

These Terms and Conditions apply to your MCC membership card and to the MCC Plus Rewards Program.

The promoter and manager of the MCC Plus Rewards Program is the Melbourne Cricket Club (ABN 92 871 871 964). The MCC Plus Rewards Program allows members to earn rebates when using their MCC Plus Card at designated outlets inside the MCG or other locations as nominated in writing by the MCC. Please read these Terms and Conditions carefully to ensure you fully understand how the MCC Plus Rewards Program works for you.

Definitions of Terms

In these terms and conditions, the expressions we, us, our and MCC are a reference to the Melbourne Cricket Club.

The following definitions apply in these Terms and Conditions:

Activate means the process by which a member activates the MCC Plus Functionality in accordance with the Product Disclosure Statement.

Eligible Transaction means the purchase of a full priced product made using an Activated membership card at designated outlets inside the MCC Members' Reserve or other locations as nominated by the MCC and published on www.mcc.org.au/mccplus, but does not include Ineligible Transactions.

Ineligible Transactions means a payment made using the MCC Plus Card for the following:

- attendance fees for MCC functions and events;
- entry fee to the National Sports Museum;
- any purchase at a merchandise outlet;
- any purchase at any other MCC owned or operated facility; and
- gratuities, visitor tickets, reserved seats, membership fees and subscriptions.

MCC Plus Card means an Activated MCC membership card.

MCC Plus Functionality means the eftpos prepaid capabilities on an MCC Plus Card as further detailed in the Product Disclosure Statement.

MCC Plus Rewards Program means the rewards program you join by Activating your MCC membership card and through which you receive Rebates in accordance with these Terms and Conditions.

Product Disclosure Statement means the Product Disclosure Statement issued by Indue Limited ABN 97 087 822 464 in relation to the MCC Plus Functionality.

Rebate has the meaning given to that term in clause 24 of these Terms and Conditions.

CONDITIONS APPLICABLE TO ALL MCC MEMBERSHIP CARDS

General Conditions

1. The MCC membership card must be used in accordance with the MCC Rules, the Product Disclosure Statement (in relation to the MCC Plus Functionality) and these Terms and Conditions.

2. Use of your membership card may also be subject to additional terms and conditions which may be notified to you on the relevant section of our website, in any member communication (such as email) or on an MCC Plus partner website.
3. Application for your MCC membership is deemed acceptance of these Terms and Conditions.
4. MCC reserves the right to suspend, vary, alter or amend all or any part of these Terms and Conditions and will publish the amended Terms and Conditions on the MCC website. The current Terms and Conditions are those published on the MCC website.

Use of the Card

5. A member has no right of entry to the Members Reserve without a membership card, even though the subscription may have been paid. Members arriving without their membership card, but with appropriate identification, may obtain a temporary pass valid for one day into the Members Reserve after payment and verification by membership staff at the membership services windows at Gate 2. A fee may be charged for this procedure.
6. When you are sent your membership card, the MCC Plus Functionality will be inactive. In order to use the MCC Plus Functionality and earn Rebates, you must Activate your card in accordance with the Product Disclosure Statement and the instructions located at mcc.org.au/activate.
7. Once you have Activated the MCC Plus Functionality, you must continue to use your membership card in accordance with the MCC Rules and these Terms and Conditions in addition to complying with any requirements set out in the Product Disclosure Statement.

Communication

8. The MCC may collect your personal information for the purpose of processing your membership card application, facilitating the MCC Plus Rewards Program and to communicate with you about membership of the MCC Plus Rewards Program. All personal information will be handled in accordance with the MCC's privacy policy which can be found at mcc.org.au/privacy. Each member agrees to the collection, use and disclosure of their personal information in accordance with MCC's privacy policy.
9. The primary communication method for the MCC Plus Rewards Program is email. Members may manage their communication preferences in the 'My Profile' page of their member's login on mcc.org.au.
10. The MCC will send you information via email which may include statements on your current balance and level of Rebates processed.

Lost, Stolen or Damaged Cards

11. If you lose, damage or have your membership card stolen and your membership card has not been Activated, please contact MCC membership services on 03 9657 8888 or via membership@mcc.org.au.
12. If you lose, damage or have your membership card stolen and your membership card has been Activated, you should log in to the MCC Plus portal and place an immediate block on the card and follow any other steps set out in the Product Disclosure Statement. Alternatively you can contact MCC membership services on 09 9657 8888 during 9am to 5pm Monday to Friday and at set times during an event at the MCG to help you do this.

13. You will be required to pay a fee to have your card replaced. The amount of the fee is determined by us from time to time and published on our website. However, no charge is applicable for stolen cards when a police report of the theft is provided.
14. Members arriving without their membership card, but with appropriate identification, may obtain a temporary pass valid for one day into the Members Reserve after verification by membership staff at the membership services windows at Gate 2. A fee will be charged for this procedure.

Feedback and membership card issues

15. If you have any issues with your membership card or wish to provide feedback, please contact us on 03 9657 8888 or via membership@mcc.org.au.

Other Conditions

16. These Terms and Conditions and any dispute arising out of or in connection with them or the subject matter of them are governed by the laws in force in Victoria, Australia. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.
17. We accept no liability for any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond our reasonable control.
18. If any of these Terms and Conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.

CONDITIONS APPLICABLE TO ACTIVATED MCC MEMBERSHIP CARDS

MCC Plus Rewards Program - General Conditions

19. In order to be eligible to Activate the MCC Plus Functionality, a member must:
 - a. reside in Australia;
 - b. be a financial member of the MCC; and
 - c. comply with any other requirements set out in the Product Disclosure Statement and any Activation instructions on our website.
20. By Activating the MCC Plus Functionality, you will automatically participate in the MCC Plus Rewards Program and earn Rebates in accordance with these Terms and Conditions.
21. For further information about the MCC Plus Rewards Program, please visit the website – mcc.org.au/mccplus or call MCC membership services on 03 9657 8888.
22. Any queries in relation to the MCC Plus Rewards Program should be referred to the MCC.
23. Third parties who may be involved in the MCC Plus Rewards Program do not have any authority, express or implied, to make any representation, warranty or statement on behalf of the MCC and the MCC accepts no liability in respect of such representations, warranties or statements.

Rebate

24. A Rebate is a percentage of an Eligible Transaction determined and calculated by the MCC that will be loaded onto your MCC Plus Card after a purchase has been made and settled, subject to these Terms and Conditions.
25. A Rebate is earned by making an Eligible Transaction subject to these Terms and Conditions. A Rebate will not be payable in conjunction with any other offer or promotion or in relation to an Ineligible Transaction.

26. The Rebate is calculated based on total transaction value (minus any gratuity or tip) inclusive of GST.
27. We will set the Rebate percentage rate and publish it on our website at www.mcc.org.au/mccplus. The Rebate applicable to your purchase is the Rebate that was published on our website on the day of the relevant Eligible Transaction.
28. In our absolute discretion, we may change the Rebate percentage rate at any time and will inform you by updating our website at www.mcc.org.au/mccplus.
29. The time in which you receive a Rebate is at the sole discretion of the MCC. We will use best endeavours to transfer a Rebate onto your MCC Plus Card on the business day following an Eligible Transaction.
30. All Rebates that accrue on a particular day will be displayed in your transaction history as a single separate amount transferred by the MCC onto your card.
31. To the extent permissible by law, we will not be liable for any delays or disruptions in the operation of the MCC Plus Rewards Program including delays in processing Rebates.
32. Once transferred to your account, the Rebate forms part of the overall balance on your card and must be used in the same manner as value that you have loaded onto your card. Please see the Product Disclosure Statement for terms and conditions of using funds on your MCC Plus Card.
33. Future Rebates cannot be factored into a purchase and cannot be used as a discount on purchases. The balance in the account must at least meet that of the transaction at the time of purchase.
34. We reserve the right to adjust (retrospectively or otherwise) any Rebate at our absolute discretion in the event of incorrect calculation and/or crediting of a Rebate whether due to our own error or any other reason.

Other Promotions

35. From time to time, the MCC may provide other promotions linked to the use of your MCC Plus Card, which may be in the form of rebates.
36. Other promotions may come with their own terms and conditions, and the rebate may differ from the Rebate payable for Eligible Transactions in accordance with these Terms and Conditions.
37. The MCC may, in its sole discretion, discontinue any other promotions, and may place time limits on their use or availability.

Liability

38. Your MCC membership is for personal use only and is strictly non-transferable. It is also your responsibility to ensure that your card is secure at all times so it cannot be "borrowed" by anyone else to use.
39. Your MCC membership card must never be used by anyone other than the card holder for transactions.
40. Members must provide specimen signatures on request and staff will conduct random signature and photo checks throughout the Members Reserve on a regular basis.
41. Indue Limited ABN 97 087 822 464 is not the provider of the MCC Plus Rewards Program and plays no role in managing it or providing any services in relation to it.
42. MCC is not acting on behalf of Indue Limited ABN 97 087 822 464 in relation to the MCC Plus Rewards Program or its operation.