

TERMS AND CONDITIONS

MELBOURNE VICTORY – AWT VIRTUAL SEAT TERMS AND CONDITIONS

These terms (including any incorporated terms) form a binding and enforceable legal agreement (**Agreement**) between the person(s) who's name is listed on the credit card or bank account listed for payment of the virtual seat (**you, your**) and the Melbourne Victory Group (being Melbourne Victory Limited ACN 111 441 868 and Melbourne Victory FC Academy Limited ACN 614 800 958 (together means **Club, MV, we** or **us**).

By purchasing a virtual seat through this website, you agree to be bound by and comply with these terms.

Nothing in these terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the *Australian Consumer Law* in *Schedule 2* of the *Competition and Consumer Act 2010* (Cth) or any other applicable law that cannot be excluded, restricted or modified by agreement (**Non-Excludable Rights**).

Purchasing a virtual seat

1. Payment for each seat purchased by you (whether bearing your name or the name of any other person) must be made at the time of branding the seat on the website www.awtfootball.com.
2. Your virtual seat will be valid for the 2022 State League 4 season.
3. All funds raised through the sale and purchase of virtual seats will be invested by the Club in the AWT program conducted by MV.
4. If for any reason you brand a virtual seat with any words that are defamatory, inappropriate or otherwise deemed unacceptable to MV, then your purchase will be cancelled, and all funds refunded, at MV's absolute discretion.
5. Subject to the Non-Excludable Rights you will not be entitled to receive a refund on the purchase of your virtual seat after payment has been processed.
6. You acknowledge that no physical benefits or membership will be received as part of your virtual seat purchase, and the purchase of a virtual seat is akin to providing a donation to the AWT program conducted by the Club.

Our liability to you

7. Subject to your Non-Excludable Rights, any representation, warranty, condition, guarantee or undertaking that would be implied in these terms by legislation, common law, equity, trade, custom or usage is excluded to the fullest extent permitted by law.
8. Subject to your Non-Excludable Rights, the Club will not be liable to you for indirect and consequential loss arising from or connected to these terms in contract, tort, under any statute or otherwise (including, without limitation, for loss of profits, failure to realise expected profits or savings and loss or corruption of data) unless such loss arises as a result of the Club's negligence or wilful misconduct.
9. If the Club is liable to a member for any:
 - a. breach by the Club of any of these terms;
 - b. breach by the Club of any term implied into these terms under the general law; or
 - c. any tort committed by the Club (including negligence but not including fraud),the Club's liability to the member is limited to the amount of all payments paid by the member to the Club pursuant to these terms in respect of the then current season.

Privacy

10. The information you provide to the Club (including in purchasing your virtual seat) will be collected, used and disclosed in accordance with the Club's privacy policy, available by [clicking here](#). This may include the provision of your personal information to sponsors and partners of the Club (and APL).

General

11. These terms:
 - a. are governed by the law applicable in the state of Victoria and each party submits to the jurisdiction of the courts of that State; and
 - b. are the entire agreement between the Club and you in respect of its subject matter and to the extent permitted by law, supersedes any prior agreement, representation or promotional material.
12. Neither party shall be liable for any delay or failure to perform its obligations under these terms, other than payment of any monetary sums due and owing to the other party, if such failure or delay is due to a Force Majeure Event.

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Definitions

13. In this Agreement:

- **APL** means Australian Professional Leagues Company Pty Ltd ACN 646 799 199 in its capacity as trustee for the Australian Professional Leagues Trust ABN 95 869 867 692.
- **Force Majeure Event** means, in respect of a party, any event or circumstance or combination of events or circumstances which is beyond the reasonable control of that party, including an act of God, fire, lightning, explosion, flood, subsidence, insurrection, epidemic, pandemic or civil disorder or military operations.