TERMS & CONDITIONS
Wallaby 1st/1st Plus Membership

1 Interpretation

These are the terms and conditions that apply to Wallaby 1st and Wallaby 1st Plus membership.

In these terms and conditions the expression "Wallaby 1st" refers to both Wallaby 1st and Wallaby 1st Plus, except in 7 below where the seat allocation at ANZ Stadium is described. "The ARU" refers to the Australian Rugby Union Ltd.

If there is any inconsistency between information in the application form and these terms and conditions, then these terms and conditions will prevail.

2 What is Wallaby 1st membership?

Wallaby 1st membership is an agreement between the member and the ARU.

Under the agreement, the ARU promises to provide to the member priority access to purchase two premium tickets (one for the member and one for a guest) to any Test match played by the Wallabies in Sydney.

Where tickets are available, members will be provided with priority access to purchase tickets at other Australian and overseas venues hosting Wallabies Test matches.

Under the agreement, the member promises:

(a) to pay the joining fee (once only);
(b) to pay an annual subscription set by the ARU each year; and
(c) to comply with these terms and conditions and any rules and regulations.

3 Who can be a Wallaby 1st member?

Individuals over the age of 18 years may be members.

The ARU may allow the trustee of a family trust to be a member. Where it does so, the ARU may impose conditions on the trustee's membership, including that the trustee produce evidence of its power to invest in membership and that the membership be transferred to an individual if that power ceases.

An individual or a trustee may hold a maximum of four memberships. For details on who can use a member's tickets, see 9 below.

The ARU may refuse membership to any person.

The ARU reserves the right to offer additional memberships, or to re-offer memberships which have been cancelled or surrendered.

4 How long does membership last?

Wallaby 1st membership expires on 31 December 2028 unless cancelled or surrendered earlier under these terms and conditions. These terms and conditions are subject to change prior to expiration.

5 Matches

Wallaby 1st members are guaranteed priority access to purchase two premium tickets to every Test match played by the Wallabies in Sydney.

From time to time the ARU may also offer to members tickets to other matches, where tickets are available.

6 Ticket prices

Prices for tickets will be set by the ARU, and notified to members each year.

7 Venues

The ARU has a hiring agreement for ANZ Stadium (as it is currently known) at Sydney Olympic Park and an agreement for the Sydney Football Stadium in Paddington (as it is currently known)

For Test matches played at ANZ stadium the ARU aims to allocate seats to members as follows:
• Wallaby 1st: Levels 1, 2 and 6 on the eastern side
• Wallaby 1st Plus: Level 4 on the eastern side
For matches played at the Sydney Football Stadium and any alternate venues, the ARU will offer members comparable seating to the seats allocated at ANZ stadium (subject to availability).

Members attending a match will also have access to premium food and beverage facilities.

8 Rugby World Cup

If a Rugby World Cup tournament is held in Australia during the term of the membership, the ARU will endeavour to offer members priority access to purchase tickets to such Rugby World Cup matches.

9 Who can use the tickets?

A member may purchase two tickets to each Sydney Test match. One ticket must be used by the member or by a relative of the member. The other ticket may be used by any other person as the member's guest, whether or not a relative. "Relative" means a member's spouse, de facto or same sex partner, parent, step-parent or parent-in-law, child or step-child, grandparent, grandchild or sibling.
Note that the ARU may impose additional rules and regulations in relation to use of member and/or guest tickets (see 11 below).

10 Is membership transferable?

There are restrictions on the transfer of memberships. At any time a Wallaby 1st membership may be transferred once only by the original member to a relative (as defined above).

A member (either the original member or a relative to whom the membership has been transferred) may also transfer the membership by will. A person who becomes a member under a will may not transfer the membership. Where a member dies intestate, the ARU may cancel the membership.
A trustee may transfer its membership only with the permission of the ARU. The ARU may require evidence of the power of the trustee to transfer the membership and of the eligibility of the transferee under these terms and conditions.

The ARU may charge a fee for transferring membership to cover administrative costs.

The ARU is not obliged to recognise (whether or not it has notice of the interest or rights concerned) any equitable, contingent, partial or future interest in a Wallaby 1st membership. The ARU may treat the person shown in its records as the member as the absolute beneficial owner of the rights conferred by membership.

11 Rules and Regulations

The organisations in control of venues used for matches (such as ANZ Stadium), and the ARU also, have the right to impose on members rules and regulations concerning, among other things:

(a) behaviour and conduct at the venue;
(b) standards of dress at the venue;
(c) restrictions on activities at the venue (such as smoking and consumption of alcohol);
(d) members and their guests producing identification at matches;
(e) purchase of tickets to matches (including a requirement to purchase tickets in packages consisting of two or more matches);
(f) use of member and/or guest tickets; and
(g) transfer of membership

Rules and regulations may discriminate between Wallaby 1st members and Wallaby 1st Plus members.

Members must comply with all rules and regulations
imposed.

12 Ticket Conditions

It is an essential condition of these terms that the member and/or guest complies at all times with the ARU's ticket condition relating to the use of Test match tickets. Such condition will be notified to the member and/or guest at the time of purchasing tickets.

13 Cancellation or surrender of membership

The ARU may cancel a membership without refund if:
(a) the member fails to pay the annual subscription by the due date; or
(b) the member breaches these terms and conditions or any rules and regulations imposed on members.

A member may surrender membership at any time by notice in writing to the ARU.

Privacy Notification

The ARU respects the privacy of the individuals on whom the ARU collects, uses, discloses and holds personal information. The ARU has a Privacy Policy that is based on the National Privacy Policy Principles contained in the *Privacy Act 1988* (Cth).

The ARU uses the information it collects to administer the game of Rugby Union in Australia, to provide Rugby activities and Rugby-related services, to register, select and insure participants, and to assess the level of interest in the sport.

The ARU also uses your information to provide information, materials and promotions relating to the ARU and to Rugby Union which the ARU considers may interest you. Where you consent, we may also disclose that information to our affiliates (to enable them to provide Rugby activities and Rugby-related services, and administer the sport in their area), to our sponsors (to enable them to provide information, materials and promotional opportunities) and to certain other third parties.

In some circumstances, you may be entitled to gain access to the information the ARU holds about you. If you wish to do so, please contact the ARU in writing at the address below:

The Privacy Officer
Australian Rugby Union Ltd
PO Box 115
St Leonards NSW 1590

Australia

Phone: (02) 8005 5555
Fax: (02) 8005 5699
Email: privacy@rugby.com.au

For a full copy the ARU Privacy Policy, please visit www.rugby.com.au