Monday, 05 May 2025

Moonee Valley Race Club Inc.

Season 2025/26 Membership Terms and Conditions

All Moonee Valley Race Club (**Club**) Memberships are subject to the following terms and conditions. By purchasing a 2025/26 Club Membership (or accepting the automatic renewal of your membership under a pre-existing 'Stayers' plan), you agree to these terms and conditions.

1. Purchase of Membership

The Club reserves its right not to accept any application for Membership in its absolute discretion, including, but not limited to, where any outstanding membership fees remain owing to the Club.

2. Term of Membership

Subject to the following terms and conditions and the Club's Constitution and Member Code of Conduct, your Club Membership will entitle you to the benefits of Club Membership from receipt of your Membership payment to 31st July 2027.

3. Membership Categories and Entitlements

3.1 Classes of Members

The Club shall consist of the following classes of Members:
(1) Full Members;
(2) Life Members;
(3) Young Adult Members;
(4) Club 100 Members;
(5) Apprentice Members;
(6) Junior Jock Members;
(7) Honorary Members;
(8) any other class of membership as determined by the Committee.

3.2 Eligibility

A person who applies and is approved for membership as provided in these Rules is eligible to be a Member of the Club upon payment of the subscription fee payable under these Rules.

3.3 Register of Members

3.3.1 The Chief Executive shall keep and maintain a Register of Members containing:
(a) the full name and address of each Member;
(b) the joining date of each Member;
(c) whether the Member has been granted voting rights;
(d) the class of membership to which the Member belongs; and
(e) for each former Member, the date of ceasing to be a Member.

3.3.2 An applicant for membership becomes a Member and is entitled to exercise the rights of membership when his or her name is entered in the Register of Members

3.4 Age Limit

No person under the age of 18 years shall be a Member of the Club who is entitled to vote under these Rules.

3.5 Application for Membership

3.5.1 Any person desiring to become a Member of the Club shall sign an application in such form and containing such particulars as the Committee shall from time to time determine ("Application for Membership"). Every such application shall be signed by the applicant and by two Members of the Club, each of whom must have been a Member of the Club for a period not less than one year, as proposer and seconder respectively and shall be delivered to the Chief Executive.

3.5.2 Where an applicant is not able to provide a valid proposer and seconder, the Committee may authorise employees of the Club who are also Members to act as proxy proposers and seconders.

3.6 Reference to Committee

As soon as practicable after the receipt of an Application for Membership pursuant to Rule 5.5, the Chief Executive must refer the Application for Membership to the Committee.

3.7 Election of Members

A candidate for membership shall be elected by a simple majority of the Committee and the voting shall be by ballot at such times as the Committee may determine and otherwise in accordance with Rule 5.12.

3.8 Notification following Election

3.8.1 On the election of any candidate as a Member the Chief Executive shall as soon as practicable:
(a) notify the applicant in writing of such election; and
(b) request payment of the Entrance Fee and Subscription within 28 days of receipt by the Member of written notification of election.

3.8.2 The Chief Executive must, within 28 days after receipt of the amounts referred to in Rule 3.8.1 (b), enter the applicant's name in the Register of Members.

3.8.3 If the Committee rejects an Application for Membership, the Committee must, as soon as practicable, notify the applicant in writing that the application has been rejected.

3.9 Failure to Take up Election

3.9.1 No person elected to membership of the Club shall be entitled to exercise any of the privileges of a Member, nor shall his or her name be entered in the Register of Members, until that person has paid all Entrance Fees and Subscriptions either in full or through the Stayers Payment Plan to the Club.

3.9.2 Where payments requested pursuant to Rule 3.8.1(b) remain unpaid for a period greater than 28 days from the date upon which the Member was notified of his or her election as a Member, his or her election shall be deemed null and void unless the Committee determines otherwise.

4. Transfer of Membership Cards

The rights and privileges of every Member are **not transferable** by any manner to another person. If a member were to transfer their membership card to another person they will be refused entry and will have their card confiscated at the gates. The card will not be returned to the Member and a replacement fee (to be advised by the Club) will apply for the issue of a new Membership card.

5. No On-selling

Club Membership cards and Guest Cards may not be on-sold or used for advertising, promotion and other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services, either by the original purchaser or any subsequent bearer. If a ticket is on-sold or used in breach of this condition, the ticket may be cancelled without a refund and the bearer of the ticket may be refused admission. Penalties apply (including cancellation of any offending member's Club Membership without a refund).

6. 'Stayers' Rollover

6.1 All Club Membership Packages above $150 are available with a 'Stayers' payment option. Where Members have agreed to a 'Stayer's option, they authorise the Club to automatically renew their annual membership from 3 June each year and debit their nominated credit/debit card or bank account for the applicable membership fee for the forthcoming year in accordance with clause 6.2 below and their selected payment option (either 'Monthly' or 'Upfront', in accordance with these terms and conditions).
6.2 The Club will provide notice of the relevant membership fee and any changes to the relevant Member's membership category or entitlements at least 10 days before any Stayers rollover takes effect.
6.3. Members can opt out of Stayers rollovers by notifying Member Services at the Club on 1300 843 825 or via email to membership@mvrc.net.au.

Where notice is given before 30 May (prior to the relevant Racing Season), there will be no automatic renewal of membership.

7. Payment

7.1 Payment Options

Subject to the further terms and conditions in clause 6.2 payment of your Club Membership fee may be made in one of three ways:

7.1.1 "Full Payment": Your full Membership subscription fee can be paid at the time of renewal via any one of the following methods: VISA, MasterCard, BPay, Cheque, Cash or EFTPOS. (Note: Not all payment methods are applicable to Stayers Upfront. Please refer to 7.1.2 below.)

7.1.2 "Stayers Upfront": One payment will be deducted on 3 June 2025

7.1.3 "Stayers Monthly": Payments will be deducted in 5 equal instalments on the 10th of each month, beginning 10 June 2025 and concluding 10 October 2025.

The "Stayers Monthly" option is available only where Members have a 'Stayers' option applicable to their membership in accordance with these terms and conditions. Where a Member takes up a Stayers Monthly option after 10 June in the relevant year, the first instalment will total the sum of monies payable to bring the amounts payable in line with the Stayers Monthly standard schedule. Members may opt out of the "Stayers Monthly" payment plan during the course of a membership year by contacting Member Services at the Club and providing advance payment of all remaining instalments for the current membership year.

7.2 Payment Terms

7.2.1 It is each Member's responsibility to ensure that:

(a) the account details they have provided are correct, including notification should the expiry date change;

(b) they have sufficient clear funds available in the nominated account on the scheduled drawing date.

7.2.2 While all payments are attempted on the 10th of the applicable month, withdrawals can experience a time lag of up to 5 days.

7.2.3 If any payment fails to clear on the 10th of the month, further attempts will be made to clear the funds at any stage until the transfer is successful.

7.2.4. If a debit is returned or dishonoured by the Member's financial institution, an SMS or email will be sent requesting immediate payment. Any fees levied to the Member by the financial institution will be payable by the Member.

7.2.5 MVRC may suspend or cancel the Member's membership (or any membership entitlements) if a drawing is dishonoured by the Member's financial institution. The Club will notify the Member by letter, phone, SMS or email if it suspends or cancels the Member's membership (or any membership entitlements).

7.2.6 Where any Members believe that a withdrawal has been initiated incorrectly, they can contact the Club Member Services Team on 1300 843 825 to request a refund.

8. GST and Levies

Except where expressly noted, all prices include GST and any applicable venue levy.

9. Refund and Cancellation Policy

As a general policy, MVRC Memberships are non-refundable and cannot be cancelled. Requests for refunds may be made in writing and are at the sole discretion of the Membership Manager. Should a refund be granted, a processing fee equal to the first instalment will be applicable and will be deducted from the refund amount.

In the event that an outstanding balance remains at year's end, the balance will remain owing on the Member's account and must be paid in full prior to re-joining.

The Club reserves its right to cancel a Member's Club Membership without a refund where that member is deemed by the Club to have breached these terms and conditions (including where that

member attempts to transfer or sell their Club Membership and/or associated benefits) or as otherwise provided under the Club Constitution and/or Club Member Conduct of Conduct.

10. Club Member Code of Conduct
Offensive or aggressive behaviour will not be tolerated. Club Members who consume alcohol during a race meeting are to do so responsibly. Drunkenness will not be tolerated. Club Members must comply with the Club's Member Code of Conduct (as it may be varied from time to time), the current version of which is available at thevalley.com.au/mvrc/policies/member-code-of-conduct. The Club endorses the Venue Operations stance on vilification and has a zero-tolerance for members or supporters that abuse any patrons, jockeys and club officials on grounds of race, religion, gender or sexuality.

11. Variation to Club Membership Terms and Conditions
The Club may from time to time vary these terms and conditions by posting any changes on the Club website or in an email. Members will have no claim against the Club by reason of any change made to these terms and conditions.

12. General Venue Rules
Club Members must adhere to all rules and restrictions imposed by the venues attended by the Club Member. Patrons are not permitted to bring alcohol, hard eski's and furniture into the venue and must adhere to strict restrictions placed on alcohol consumption in designated areas at all venues.

13. Lost or Stolen Memberships Cards
Membership cards remain the property of the Club. If a Club Membership card is lost or stolen, please contact the Member Services on 1300 843 825 and the Club will then issue a replacement Membership card subject to receipt of the replacement card fee (as advised by the Club). The card will be replaced at no cost upon provision of a police report or statutory declaration detailing the theft.

15. Voting Rights
Club Members' voting rights are determined by the Club's Constitution which can be found at thevalley.com.au/mvrc/mvrc-club-rules.

14. Members' Privacy
The Club recognises the importance of your privacy. All personal information will be used, and may be disclosed, by the Club (including for promotional and marketing purposes) in accordance with the Club Privacy Policy available at thevalley.com.au/pages/privacy-policy. By providing your personal information you agree to such use and disclosure by the Club and confirm you have read and agree to be bound by the Club Privacy Policy.