



PARTICIPATING CLUB AGREEMENT

ALLIANCE TERMS AND CONDITIONS

My Club First Pty Ltd ("**MCF**" or "**we**") will facilitate access to certain products and services on behalf of you the Club whose details appear in the Summary Schedule below (the "**Club**" or "**you**"), on the terms and conditions of this Agreement.

We will make available accredited suppliers (the "**Suppliers**") of products and services (the "**Products and Services**"), to your members, players, supporters and related parties (your "**Affiliates**"), on the terms and conditions as set out below.

In consideration for you and your Affiliates utilizing the Products and Services, MCF will pay agreed rebates to the Club (the "**Rebates**").

Please complete the details attached, sign where indicated for the Club, and email, mail or fax to MCF to advise your acceptance of the terms and conditions of this Agreement.

Further, our commitment at MCF is to learn as much about your Club as possible. Attached at Appendix 1 is our Club Discovery & Connection form, which we would be grateful if you could complete and forward to us.

www.myclubfirst.com.au

Summary Schedule Information

Club Name	
ABN	
Club Address	
Club Mailing Address	
Primary Contact Name	
Telephone	
Email	
Responsible Officer	
Products and Services	<p>Including but not limited to –</p> <ol style="list-style-type: none"> 1. On-Line Database Management Software 2. Home Loans, Investment Loans & Business Loans 3. Corporate Merchandising & Promotional items 4. Income, Life & Trauma Insurance 5. General & Business Insurance 6. Legal & Conveyancing Services 7. Estate Planning Services incl. Wills & Powers of Attorney 8. Commercial Printing Solutions 9. Such other products and services as MCF may be able to offer from time to time.
Rebates	A minimum of ten per cent (10%) of all earnings by the providers of the Products and Services.
Payment Method	<p>Payment by electronic funds transfer to the Club is preferred.</p> <p>Account name:</p> <p>BSB:</p> <p>Account No:</p>
Applicable Law	Victoria

1. Agreement

MCF agrees to facilitate access to Suppliers of the Products and Services on behalf of the Club and its Affiliates, and in consideration for the Affiliates engaging with the Suppliers and utilizing such Products and Services, MCF will pay agreed Rebates to the Club, which it receives from the Suppliers, on the terms and conditions of this Agreement.

2. Obligations of MCF

MCF will use its reasonable endeavours to make available quality providers of the Products and Services for the Club and its Affiliates, at all times during the term of this Agreement.

MCF will ensure payment to the Club of the Rebates, within 30 days of receipt of funds incorporating those Rebates from the Suppliers, unless Rebate is less than \$250 per month, in which case it shall be payable half-yearly.

3. Obligations of the Club

The Club shall make its Affiliates aware of MCF's Suppliers and their Products and Services, however the Club is under no obligation to refer minimum volumes of business to any Suppliers, and nor are the Products and Services made available by MCF to be exclusive. The Club is free to engage such other providers of comparable products and services, for the benefit of its Affiliates, with no liability to MCF.

The Club shall obtain written permission from MCF prior to using MCF's branding and intellectual property in any capacity.

4. Implied Terms

The Club agrees that all warranties expressed or implied by statute, common law, equity or trade custom or usage or otherwise howsoever are to the extent permitted by law excluded. Except only for those rights and remedies that the Club has in respect of the Products and Services under the Competition and Consumer Act 2010 (the "CCA"), Fair Trading Act 1984 (Vic) or the Goods Act 1958 (Vic) as amended, or any other similar Federal or State statute and which cannot be lawfully excluded, restricted or modified:

- a) the Products and Services are provided for use to the Club and its Affiliates on an as is where is basis and all conditions and warranties, whether statutory or otherwise, are excluded in relation to the Products and Services;
- b) without limiting Clause 4(a) MCF warrants that its Suppliers will provide the Products and Services with reasonable care and skill. MCF makes no express or implied representation that the Products and Services are fit for purpose or that the Products and Services will not cause harm or injury whether direct or indirect to any person who uses or otherwise comes in contact with the Products and Services whether directly or indirectly; and
- c) MCF is not liable to the Club or its Affiliates for, and the Club shall hold MCF harmless from, any loss whatsoever, including any damage, loss, claim, liability, cost or expense (whether direct or indirect, consequential or incidental) loss of profit, revenue, anticipated savings, contract, opportunity or goodwill (the "Loss") which the Club suffers, incurs or is liable for in connection with the use of the Products and Services.

5. Limitation of Liability

- 5.1 Other than as provided for in these terms and conditions, the Club hereby indemnifies and forever holds harmless MCF from any Loss, and MCF shall not be liable to the Club whether in contract (including under any indemnity or warranty) in tort, including negligence and under statute, for any loss or damage, whether direct, indirect, secondary or consequential, whether or not reasonably foreseeable, reasonably contemplatable caused as a result of reliance by the Club or any third party on the Products and Services or their results.
- 5.2 The provisions of this clause shall not apply insofar as their application is prevented by the CCA, and in particular section 64 of the Australian Consumer Law ("ACL").
- 5.3 Where our Products and Services are not of a kind ordinarily acquired for personal, domestic or household use or consumption our liability arising from consumer guarantees in the Competition and Consumer Act 2010, is limited, at our election, to either:



- a) replacing the Products and Services or supplying equivalent goods; or
 - b) repairing the Products and Services or agreeing to pay the cost of repair.
- 5.4 If MCF shall be held to be liable to the Club in contract including under any indemnity or warranty, in tort (including negligence), under statute or otherwise for any loss or damage, cost or expense whatsoever and howsoever arising in connection with these Terms and Conditions, such liability shall be limited to and shall not exceed the aggregate total of the amount actually paid by MCF to the Club pursuant to this Agreement.
- 5.5 MCF shall not be liable for any delay in performing an obligation if such delay is caused by circumstances beyond its reasonable control and MCF shall not be liable for and shall have no responsibility in respect of the acts, omissions or defaults of its Suppliers, sub- contractors and third party providers and any action against MCF in connection with these terms and conditions must be commenced within 12 calendar months of the cause of action arising.

6. Commencement, Term and Termination

This Agreement shall commence on the day it is signed by both parties, and continue until either party terminates this Agreement on providing to the other 30 days written notice.

7. Privacy Act

You agree that MCF may obtain from a credit reporting agency a credit report containing personal credit information about the Club in relation to any credit provided by MCF. You agree that MCF may exchange information about you with those credit providers named in the application for a credit account or named in a consumer credit report issued by a reporting agency for the following purposes:-

- a) To assess an application by you for credit;
- b) To notify other credit providers of an application for credit; or
- c) To exchange information with other credit providers as to the status of your credit worthiness.

8. General

- 8.1 The Club may not sub-contract, assign or vary its rights under the Terms and Conditions without the prior written consent of MCF.
- 8.2 These terms and conditions constitute the entire terms of the agreement between MCF and the Club and is governed by the laws of the State or Territory set out in the Summary on the previous page, for all Products and Services provided to the Club and its Affiliates by the Suppliers.

Signed as an Agreement on 2013

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Signed for and on behalf of MCF

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Signed for and on behalf of the Club

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Name

.....
Name