



Terms and Conditions - Membership

1. Membership Entity

Membership is provided by Fortress Esports Pty Ltd trading as Fortress Entertainment (ABN 14 627 286 104).

Head Office: Level 4, 152 Elizabeth Street, Melbourne VIC 3000. Contact Phone: 03 9606 8800. Contact Email: memberships@fortress.games. Website: www.fortress.games.

2. Plain terms

These Terms use fairly plain language, as we want to make sure that some of the words and concepts used are easily understood. We have included clause headings as a guide but these do not form part of this agreement. Certain recurring words are defined in the Glossary of Terms (see Appendix 1) and elsewhere in this agreement and other forms of those words have equivalent meaning.

3. Cooling off

If you change your mind shortly after applying for membership, you may have an opportunity to cancel. You will need to let us know in writing within three (3) days of becoming a member for it to be effective.

If you wish to otherwise end your membership, different terms apply as set out in these Terms.

4. Responsibility for members under 18

For Membership Types that allow under 18 membership, by entering into this agreement on behalf of a minor, the parent or guardian agrees to be responsible for ensuring the minor exercises safely, pays their membership fees and otherwise follows these Terms. Minors Policy is available on our website here: <https://www.fortress.games/minors> and may be displayed in part or whole throughout Fortress venues.

5. Health and Safety

The health and safety of members is important to us. This clause sets out some of the things we require of you to help achieve that objective.

(a) Rules of good behaviour

We have Conditions of Entry that apply to everyone using the facilities and services in order to promote health and safety and the protection of property. Conditions of Entry may be displayed in part or whole throughout Fortress venues and enforced by Fortress staff. Please make sure that you read our Conditions of Entry carefully and ask us if there is anything you are not sure about.

We may occasionally update our Conditions of Entry to further promote health and safety or to make other improvements. We will seek to tell you of any changes as set out below, though we expect you to keep familiar with the current conditions by reading our website and signage on a regular basis.

If you break our Conditions, the response we take will be at our discretion. In this regard however you acknowledge that health and safety of all users and protection of property is very important. Accordingly, if we reasonably consider the failure to follow our Conditions to be serious, wilful, or persistent we may suspend or even cancel your membership with immediate effect.

(b) We can refuse you entry

We can refuse you entry to the facilities and services or cancel your membership immediately if you behave in a way that is seriously risky or

inappropriate, such as if you threaten or harass others, deliberately or recklessly damage equipment or facilities, smoke inside the premises, or if you use or distribute illegal drugs.

(c) Please follow our directions

You agree to follow any reasonable direction of a member of our staff relating to health and safety or any other matter.

6. Privacy

(a) Our privacy policy

From when you apply for membership we will have access to personal information about you, such as information relating to your preferred payment details. We will protect this information and only use, disclose or deal with this information in accordance with our [Privacy Policy](#). The latest version of the Privacy Policy will be available on our website.

We may choose to contact you from time to time regarding new offers or changes in membership through the contact details you have provided including but not limited to phone, text, email, social media and direct mail.

(b) Video monitoring

We may use video monitoring in our facilities for safety and security reasons. If you have any queries in relation to the use of monitors operating in and around our facilities please contact us.

(c) Please keep your contact details up to date

It is your responsibility to tell us promptly if you change your name, address, phone number, email, payment information or if there is a change to any other personal information relevant to your membership with us.

You can update your personal details but contact us at memberships@fortress.games

(d) Third Party partners & platforms

Where necessary to facilitate your membership benefits, we may provide access to trusted Third Party partners and platforms to validate that a membership exists. We may also contact you on behalf of our trusted partners to provide you with information on additional offers and benefits available to you.

7. Membership benefits

Throughout your membership period, you are entitled to the membership benefits and use of the facilities and services that apply to the Membership Type you selected.

All bookings and reward redemptions are subject to our standard Cancellation and Refund Policies.

Membership benefits cannot be exchanged for cash and are not exchangeable for goods and services in other areas of Fortress.

(a) Fair Use Policy

Membership benefits are subject to a Fair Use Policy. This policy can be accessed on our website or via [Fair Use Policy](#).

(b) Blackout dates

Blackout dates (where Membership benefits may not apply on certain dates) may apply at our discretion.



These dates will be communicated to members ahead of time where appropriate.

(c) Benefit changes

Membership benefits are subject to change. Changes to benefits will be communicated ahead of time. Where a change is made to benefits we will endeavour to retain the overall recommended retail value of included monthly benefits associated with your Membership Type.

(d) Membership benefit activation

Membership benefits are to be applied to future purchases only and cannot be retrospectively applied to past purchases. Benefits may take up to 48 hours to fully activate across our platforms.

(e) Benefit expiry

Selected membership benefits are subject to one time use within a membership month and are subject to expiry after that membership month. Unredeemed benefit inclusions for the month do not roll over to the next or any future membership months.

(f) Lost or stolen memberships

Fortress Entertainment is not responsible for lost, stolen or damaged membership barcodes, reward offers, vouchers or gift cards. If you need your monthly membership benefits email reissued, you can contact us at memberships@fortress.games.

8. When can you put your membership on hold?

You may temporarily suspend your membership for travel or medical reasons if all amounts payable for your membership are paid up to date. You must apply for a suspension as soon as possible after you become aware of the relevant circumstances.

We are entitled to charge you a Suspension Fee for processing your application. In any 12 month period, we are not obliged to suspend your membership on more than two occasions or for more than three months in total. While your membership is suspended, any applicable Minimum Term will be extended and we will freeze any direct debit payments that fall within the suspension period.

9. Ending your membership

You can cancel your membership at any time, however, if you cancel after the auto-renewal date and time, your membership will end at the end of the current plan period. The membership fee for that period will not be reimbursed.

For the purposes of any requirements in this agreement to tell us in writing or give us written notice to end your membership, we will accept notification by online customer portal or email.

9.1 On or after expiry of the Minimum Term

Your membership will continue to run on a monthly basis after the Minimum Term unless you tell us in writing at any time before the expiry of the Minimum Term that you do not wish your membership to continue.

If you have not told us that you wish your membership to end at the expiry of the Minimum Term, you can terminate any time after the end of the Minimum Term by giving us at least three (3) business days written notice prior to the next payment date. Where you terminate in accordance with this clause, no Cancellation Fee shall be payable.

Where neither you nor we terminate this agreement, any unpaid fees will need to be paid by you and in addition to our other rights we may have including our taking action to recover the outstanding payments.

9.2 Other ways that you can end your Membership

You can also cancel your membership where:

(When no Cancellation Fee will apply)

- we don't keep our end of the deal (please see paragraph (a) below);
- we make changes to this agreement that adversely affect you (please see clause 13);
- you otherwise become entitled to do so under consumer legislation;

(When a Cancellation Fee may apply)

- you relocate or simply wish to cancel for any other reason (please see paragraph 9.2(b) below); or

(a) If we don't keep our end of the deal

You can cancel your membership by written notice to us if we breach any of our obligations under this agreement and we have not remedied that breach within a reasonable time after you have given us a written request that we do so.

No fees will be applicable for cancelling in accordance with this clause apart from, to the extent not impacted by our breach, the membership fees for your current period any outstanding fees for other services already supplied to you.

(b) If your membership is no longer convenient

Otherwise, you can end your membership after the Minimum Term with immediate effect at any time by simply telling us in writing and upon payment of the Cancellation Fee (as defined in clause 10(b) of these Terms). We understand that circumstances change and so you do not need to give any reason.

Please note we will consider any request to transfer your membership and may agree to the transfer at our discretion subject to reasonable eligibility conditions and your payment of a transfer fee. We will not charge you a cancellation fee if we agree to a transfer to someone who is not currently a member.

9.3 When can we end your membership?

In addition to our other rights under this agreement, we can terminate your membership by written notice to you if you fail to act in accordance with any obligation under this agreement and, if capable of remedy, you do not remedy the failure within a reasonable time of us giving you written notice requiring you to do so.

However, we will not seek to end your membership in this way if you have failed to make a payment and we are also in breach of a material condition of this agreement. If we cancel this agreement under this paragraph you will be liable for the membership fees for the time you were a member, the Cancellation Fee and any other fees payable for further services already supplied.

10. Fees you have to pay for your membership

The fees you have to pay are specified in the Membership Fee Schedule for your chosen Membership Type. This clause 10 sets out some further rights and obligations that apply in relation to particular fees.

If you fail to make any payment when due, we can suspend your membership and refuse you access to the facilities and services until all outstanding amounts have been paid in addition to our other rights under these Terms. Fees and charges continue to accrue during the suspension.



(a) Membership fees

Membership fees must be paid monthly in advance until your membership ends. As a rolling auto-renewing subscription, payment is taken at the time of automatic renewal for the period ahead.

The membership fee will continue to be charged to the payment method provided at sign up (unless payment details are changed in Stripe at a later date).

(b) Cancellation fee

If you cancel your membership during the Minimum Term, then the cancellation fee payable by you will be equal to the membership fees that you would have paid for the remainder of the Minimum Term as at the cancellation date (**Cancellation Fee**).

If you cancel your membership after the Minimum Term, you must provide us with at least three (3) business days notice (during which time you remain a member). Whilst you will not, in certain circumstances, be charged a Cancellation Fee to terminate after the Minimum Term, if your Fees fall due during the notice period, such Fees may remain payable and your membership shall extend until the end of the membership month that such Fees relate to (e.g. if you inform us to cancel your membership on 30 March and your fees are due on 1 April, your 1 April fees are payable and your membership will expire on 30 April).

(c) Fee increases

We will not increase the membership fees during the Minimum Term. However, we may increase your membership fees or any other fees with effect any time after that. We will make a fair effort to tell you at least 30 days before by writing to you at the last address you gave us (which may be an email address). Where we have done so, you authorise us to increase any debits from your nominated account in line with this increase.

(d) Refunds and the Credit Code

We are entitled to deduct all fees and charges that you must pay under this agreement from any refund we give you. The National Credit Code does not apply to this agreement.

11. When you pay by direct debit

Direct debit services are supplied by Stripe Pty Ltd (**Direct Debit Provider**). Please refer to their website www.stripe.com for terms and conditions and for changes.

(a) Authorisation to deduct fees

By nominating a credit or debit account, you are authorising us and the Direct Debit Provider to deduct from that account all fees and other charges for which you may be responsible under this agreement. Accordingly, it is essential that you keep your account details up to date.

(b) If your payment is late or rejected

You are responsible for making sure that there is enough money in your nominated account on the usual payment day or the next working day if that falls on a day when banks do not process payments.

Any bank fees charged to us because of a rejection when we attempt to collect payments from you may be charged directly to you by us (or by the Direct Debit Provider).

If a payment remains outstanding, you agree that, unless we are in breach of our obligations under these Terms, we (or the Direct Debit Provider) may continue to debit the nominated account for the total amount due without notice to you. If the amount owing is more than one periodic membership fee we will seek to contact you first.

(c) Direct debits

Membership is payable by Direct Debit through the Direct Debit Provider. The Direct Debit Provider is a third party provider who is not a party to this agreement and whose only role is to provide direct debit services.

The Direct Debit Provider's terms and conditions are entirely separate to this agreement and you may have rights and obligations under those terms and conditions. As such, the Direct Debit Provider acting in its capacity as such has no liability to you in connection with your involvement in activities associated with your use of our services and facilities under this agreement.

Please refer to their website www.stripe.com for terms and conditions and for changes.

12. Other services

There may be other services offered at the facilities that do not form part of your Membership Type but are available for you to purchase separately. These are not part of the services provided under your membership and you will be advised at the time if any additional terms apply to these services.

13. Changes to your membership agreement

We may need to make changes to this agreement including our Conditions during your membership. However, we will always try to do this in a way that is fair by giving you an opportunity to cancel your membership if you do not agree to the change as described in this clause below.

We will tell you in writing of the proposed change in advance and tell you the date that it will come into effect. This effective date will be at least 30 days from the date of our notification unless it is impractical for us to notify you. Your membership will be amended with effect from the effective date. If however, you are adversely affected by the change, you may cancel your membership without payment of a Cancellation Fee by telling us in writing before that date. Please note you cannot cancel under this clause if we are required to make the change in order to comply with a law or any direction of a competent authority.

14. Our liability to you

(a) Statutory guarantees

ACL: The Australian Consumer Law (**ACL**) contained in the *Competition and Consumer Act 2010* (Cth) (**CCA**) provides certain guarantees in sections 60 to 62 (**statutory guarantees**) which generally require that services supplied to you:

- are rendered with due care and skill,
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier and might reasonably be expected to achieve any result you have made known to the supplier and
- are supplied within a reasonable time (when no time is set).

(b) General exclusions

Please note that nothing in this agreement excludes, restricts or modifies any term, condition, warranty,



guarantee, right or remedy (including under a statutory guarantee) which cannot lawfully be excluded, restricted or modified.

Otherwise, and except as expressly included in this agreement, all implied terms, conditions, warranties, rights or other additional obligations that can be lawfully excluded are excluded from this agreement.

15. Your responsibility for damage

You agree to pay for any damage to the facilities caused, directly or indirectly, by you or your guests through any wilful act or negligence.

16. Disputes & Complaints

For disputes or complaints regarding Membership, please inform us in writing of the nature of your dispute via memberships@fortress.games.

We will respond to acknowledge within two (2) days of receiving your submission. Your submission will be reviewed, and if needed, we will reach out for further clarification/information regarding your submission to reach a resolution.

17. General

(a) Unexpected events

We are not liable if you cannot use your membership due to anything beyond our reasonable control. If that failure or delay continues for more than 30 days, then either you or we can cancel this agreement with immediate effect by telling the other in writing. We are entitled to make part or all of the facilities unavailable for up to two weeks during each calendar year to undertake maintenance, repairs or improvements.

(b) Our logo and intellectual property

No rights in relation to our logo, trademarks or any other intellectual property rights associated with our business, Venue, events or merchandise are granted to you under this agreement.

(c) Transferring this agreement

We can transfer the rights or benefit under this agreement or sub-contract our obligations under this agreement to a third party at any time without notice to you but in doing so we will make sure that the transferee agrees to honour the terms of your membership.

(d) Severability and waiver

If a court finds that any part of any term of this agreement is or becomes illegal, void or unenforceable, that part is deleted and this does not invalidate the rest of this agreement. If we do not enforce our rights under this agreement at any time, it does not mean that we may not do so on future occasions.

(e) Applicable law

The law of Victoria applies to this agreement and you submit to the non-exclusive jurisdiction of the courts in that State.



Appendix 1 - Glossary of Terms

Membership Type	<p>The Membership Type is the membership product you have selected.</p> <p>Your Membership Type governs the inclusions, benefits, rewards, tiers, fees, restrictions and access attributed to your Fortress Membership.</p>
Membership Form	<p>The Membership Form is your online membership join process.</p> <p>It collects your relevant personal details, product selection, payment details and acceptance of these Terms & Conditions to create your membership and ongoing payment subscription.</p> <p>The Membership Form is accessible online at www.fortress.games/membership and payment subscriptions are supplied by Stripe Pty Ltd as our Direct Debit Provider.</p>
Minimum Term	<p>The minimum term for Fortress Membership is one (1) month.</p>
Membership Fee Schedule	<p>Membership Fee Schedule is the frequency and timing of your membership fees.</p> <p>Upon joining, your initial membership fee will be debited as at your date of join. The below outlines the ongoing Fee Schedules for Monthly and Annual Membership Types.</p> <p>Monthly</p> <p>For monthly Membership Types, ongoing fees are debited on a monthly basis starting on the date of join.</p> <p>Monthly Membership Types are available on a full month basis only and no pro-rata will be applied.</p> <p>Annual</p> <p>For annual Membership Types, ongoing fees are debited on an annual basis on the anniversary of your join date.</p> <p>Annual Membership Types are available on a full annual basis only and no pro-rata will be applied.</p>
Online Customer Portal	<p>The Online Customer Portal allows you to view and manage your membership subscription, past payments and payment details.</p> <p>The Customer Portal is supplied by Stripe Pty Ltd.. Please refer to their website www.stripe.com for terms and conditions and for changes.</p> <p>You can access the Customer Portal via our website.</p> <p>You can use the Online Customer Portal to:</p> <ul style="list-style-type: none">- Update and manage your payment details- Update and manage your membership product- View past payments and access tax receipts- Renew your membership- Notify us of your intent to cancel your membership <p>To change any of your personal details (name, address, phone number, email) please contact us at memberships@fortress.games.</p>
Cancellation Fee	<p>The cancellation fee payable by you will be equal to the membership fees that you would have paid for the remainder of the Minimum Term as at the cancellation date, should you choose to cancel your membership during the Minimum Term.</p>
Suspension Fee	<p>The suspension fee payable by you at our discretion in the event you choose to suspend your membership.</p> <p>Suspension Fee is equivalent to 1 month of Membership Fees for your selected Membership Type.</p>
Transfer Fee	<p>The transfer fee is payable by you at our discretion in the event you choose to transfer your membership.</p> <p>Transfer Fee is equivalent to 1 month of Membership Fees for your selected Membership Type.</p>