



*National Registration Database
Terms and Conditions*

THIS IS AN IMPORTANT DOCUMENT AND YOU AND YOUR PARENTS SHOULD READ IT CAREFULLY. BY SIGNING THE NATIONAL REGISTRATION DATABASE REGISTRATION FORM, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS.

National Registration Database

Terms and Conditions

THIS IS AN IMPORTANT DOCUMENT AND YOU AND YOUR PARENTS SHOULD READ IT CAREFULLY. BY SIGNING THE NATIONAL REGISTRATION DATABASE REGISTRATION FORM, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS.

In consideration of Your application for registration You agree to the following terms and conditions:

Definitions

1. In these terms and conditions:
 - a. "**Basketball Activities**" means performing or participating in any capacity in any authorised or recognised BA Organisation activity, including the Program.
 - b. "**Basketball Australia**" or BA means Basketball Australia Pty Ltd ABN 62 119 805 524.
 - c. "**BA Organisation**" means and includes BA, and the state basketball associations (Basketball NSW, Queensland Basketball, Basketball Western Australia, Basketball Tasmania, Basketball South Australia, Basketball Victoria, ACT Basketball, Northern Territory Basketball) and any Aussie Hoops Provider where the context so permits, their respective directors, officers, members, servants or agents.
 - d. "**Claim**" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with any BA Activities, but does not include:
 - i. a claim against BA by any person expressly entitled to make a claim under a BA insurance policy; or
 - ii. a claim against BA under any right expressly conferred by its Constitution or regulations.
 - e. "**NRDB**" means the National Registration Database.
 - f. "**Program**" means recreational activities, and means the events, competitions and activities provided or authorised by BA, including but not limited to participation as a player, coach or program coordination.
 - g. "**You**" or "**Your**" means you, and any child or other minor upon who's behalf you register with BA, and accept these terms and conditions, where the context so permits.

Risk and Waiver

2. Your participation in the recreational activities supplied by the BA Organisations is inherently dangerous and may involve risk. There are risks specifically associated with participation in the recreational activities and accidents can and do happen which may result in personal injury, death or property damage. Prior to undertaking any such recreational activity, You should ensure You are aware of all of the risks involved, including those risks associated with any health condition You may have.
3. By accepting registering and accepting these Terms & Conditions, You acknowledge, agree, and understand that participation in the recreational services provided by the BA Organisations may involve risk. You agree and undertake any such risk voluntarily and at Your own risk. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation, including the *Civil Liability Act 2002 (NSW)*, *Civil Liability Act 2002 (WA)* and *Civil Liability Act 2002 (Tas)* as set out in Schedule 1.
4. It is possible for a supplier of recreational services or recreational activities to ask You to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the *Competition and Consumer Act 2010 (Cth)*) do not apply to You (or a person for whom or on whose behalf You are acquiring the services or activities).
5. By accepting registering and accepting these Terms & Conditions You agree that Your rights (or the rights of a person for whom or on whose behalf You are acquiring the services) to sue the supplier in relation to recreational services or recreational activities that You undertake because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out in Schedule 1.

Rules of membership and participation

6. Upon registering with BA via the NRDB and payment of all fees due and payable, You will become a member of BA and where deemed to be relevant and appropriate by BA, a BA Organisation such as the state basketball association of the state in which You reside. You acknowledge, agree and consent to becoming a member of these BA Organisations. Upon

becoming a member of BA and any other BA Organisation, the relevant BA Organisations' Constitution will comprise a contract between You and the relevant BA Organisation and You will be bound by it and any regulations or by-laws made under it. You shall submit to any disciplinary measures taken against You and shall take any appeals and litigation before the authorities provided for in the relevant Constitutions and By-Laws. You will pay on demand the prescribed or stated fees for the BA Activities and/or any relevant BA Organisation. Such fees may be notified to You verbally or by letter or memorandum or by notice displayed in the relevant BA Organisation's premises or premises occupied.

Program Entries

7. Entries to the Program are non-transferable to other events or to other people. Any attempt to transfer Your entry to another person without the knowledge of the relevant BA Organisation may result in the cancellation of Your entry without refund and You may not be permitted to participate in further Basketball Activities. You also accept that Your entry fees are non-refundable.

Disclosure

8. You warrant that You:
 - a. are and must continue to be medically and physically fit and able to undertake and participate in the BA Activities;
 - b. are not a danger to Yourself or to the health and safety of others; and
 - c. have not at any time suffered any blackout, seizure, convulsion, fainting or dizzy spells.
9. You acknowledge that You must, and You agree that You will, disclose any pre-existing medical or other condition that may affect the risk that either You or any other person will suffer injury, loss or damage.
10. You acknowledge that the BA Organisations rely on information provided by You and that all such information is accurate and complete.
11. You agree to report any accidents, injuries, loss or damage You suffer during any Basketball Activities to the relevant BA Organisation before You leave any relevant venue on the prescribed form.

Exclusion of Applicant

12. You warrant that You have not at any time been excluded from Basketball Activities by a medical practitioner or any person or entity including but not limited to BA Australia or any other BA Organisation. You acknowledge and agree that BA and/or any other BA Organisation may demand a medical certificate or opinion as to Your fitness from a qualified medical practitioner PRIOR to You undertaking any Basketball Activities.

Safety

13. You understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during any Basketball Activity, and You agree to not consume alcohol or other prohibited substances and You accept full responsibility for injury, loss or damage associated with the consumption of alcohol or any other prohibited substance.
14. You agree to follow any rules set by any BA Organisation in connection with any Basketball Activities. If You fail to comply with BA Australia's rules and/or directions, or the rules and directions of any other relevant BA Organisation, You will not be permitted to participate or to continue to participate in the Basketball Activities and no refund will be given.

Luck of prevailing conditions

15. You acknowledge and agree that:
 - a. BA Activities can and will be affected by the weather which may change without warning; and
 - b. there is often an element of the "luck of the prevailing conditions" when undertaking the BA Activities over which the BA Organisations have no control.

Release and indemnity

16. In consideration of the relevant BA Organisations accepting Your membership application, You to the extent permitted by law:
 - a. release and will release any BA Organisation from all Claims that You may have or may have had but for this release arising from or in connection with Your participation in Basketball Activities; and
 - b. release and indemnify any relevant BA Organisation against any Claim which may be made by You or on Your behalf for or in respect of or arising out of Your death whether caused by the negligence or breach of contract by any BA Organisation or in any other manner whatsoever; and
 - c. indemnify and will keep indemnified any BA Organisation to the extent permitted by law in respect of any Claim by any person:

- i. arising as a result of or in connection with Your membership or Your participation in Basketball Activities.
- ii. against any BA Organisation in respect of any injury, loss or damage arising out of or in connection with Your failure to comply with BA Australia's rules and/or directions,

save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of a BA Organisation.

17. If You suffer any injury or illness, You agree that the relevant BA Organisation may provide evacuation, first aid and/or medical treatment at Your expense and that Your acceptance of these terms and conditions constitutes Your consent to such evacuation, first aid and/or medical treatment.

Insurance

18. You understand that one or more of the BA Organisations may have limited insurance coverage which may provide You with some protection for loss, damage or injury that You may suffer during Your participation in Basketball Activities. However, You acknowledge and accept that insurance taken out by a BA Organisation may not provide full indemnity for loss, damage or injury that You may suffer during Your participation in Basketball Activities, and that You may have to pay the excess if a claim is made on Your behalf. You agree that Your own insurance arrangements are ultimately Your responsibility and You will arrange any additional coverage at Your expense after taking into account Your own circumstances.

Use of image

19. You acknowledge and consent to photographs and electronic images being taken of You during Your participation in Basketball Activities. You acknowledge and agree that such photographs and electronic images are owned by the relevant BA Organisation and the BA Organisation may use the photographs or electronic images for promotional or other purposes in their sole discretion without further consent.

Privacy

20. BA acknowledges and respects Your privacy. Information collected is for the purposes of commencing or renewing membership and associated functions, including promoting services or opportunities which may be of interest to You. Information provided by You is collected, used and disclosed in accordance with our privacy policy (available on our website). The information may be used by us and other third-parties, or as required by law. By completing this form, You consent to us using the information in accordance with our privacy policy. Our services may be ceased if requested information is not provided. You may access and alter personal information in accordance with the privacy policy.

Bar to proceedings

21. Any relevant BA Organisation may plead this contract as a bar to proceedings now or in the future commenced by or on behalf of You or by any person claiming through You. Where You commence proceedings against a BA Organisation, You:
 - a. will commence those proceedings in the courts of the jurisdiction in which any incident occurs;
 - b. waive any right to object to the exercise of such jurisdiction;
 - c. will, where You seek to commence proceedings in another jurisdiction from where any incident occurs, consent (if required by the BA Organisation) to move those proceedings to the jurisdiction in which any incident occurs including consenting to any application made by a BA Organisation to remove the proceedings to the jurisdiction in which any incident occurs;
 - d. will pay the costs of any application made by a BA Organisation under this paragraph and will consent to any application for security of costs made at any time by a BA Organisation; and
 - e. consent to paying the relevant BA Organisation's legal defence costs of the proceedings (on a solicitor client basis) where the BA Organisation is successful in the proceedings.

Governing Law

22. The governing law of this agreement is the law of Victoria ('**Jurisdiction**'). You irrevocably and unconditionally consent and submit to the Jurisdiction of the courts of the Jurisdiction in which any incident occurs and waive any right to object to the exercise of such Jurisdiction.

Entire Agreement

23. This agreement (and the documents to which it refers) constitutes the entire agreement between the parties in respect of the Basketball Activities and supersedes all other agreements, understandings, representations and negotiations in relation to Basketball Activities.

24. To the extent that any clause of this agreement is void or unenforceable it is severable and does not affect the remaining provisions of the agreement.

Schedule 1

For recreational services or activities provided throughout Australia:

A supplier of recreational services or recreational activities is entitled to ask You to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the *Competition and Consumer Act 2010 (Cth)*) do not apply to You (or a person for whom or on whose behalf You are acquiring the services or activities).

Exclusion of rights under the *Competition and Consumer Act 2010 (Cth)*: By signing this form, You agree that the liability of BA in relation to recreational services (as that term is defined in s139A of the *Competition and Consumer Act 2010 (Cth)*) for any:

- (i) death;
- (ii) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- (iii) the contraction, aggravation or acceleration of a disease;
- (iv) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - (A) that is or may be harmful or disadvantageous to You or the community;
 - (B) that may result in harm or disadvantage to You or the community, that may be suffered by You (or a person for whom or on whose behalf You are acquiring the services) resulting from the supply of recreational services is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

Note: The change to Your rights does not apply to a significant personal injury suffered by You that is caused by the reckless conduct of the supplier of the recreational services. The supplier's conduct is reckless conduct if the supplier is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person; and engages in the conduct despite the risk and without adequate justification.

For recreational services or activities provided in NSW or WA:

For recreational services or recreational activities to which the Australian Consumer Law (New South Wales) and Australian Consumer Law (Western Australia), applies:

By signing this form, You agree that the liability of any BA Organisation in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010 (Cth)* and the Australian Consumer Law) and recreational activities (as that term is defined in the *Civil Liability Act 2002 (NSW)*) or *Civil Liability Act 2002 (WA)*, as applicable) for any:

- a. death;
- b. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- c. the contraction, aggravation or acceleration of a disease;
- d. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - i. that is or may be harmful or disadvantageous to You or the community;
 - ii. that may result in harm or disadvantage to You or the community, that may be suffered by You (or a person for whom or on whose behalf You are acquiring the services) resulting from the supply of recreational services or recreational activities;

is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

For recreational services or activities provided in Victoria:

For recreational services to which the Australian Consumer Law (Victoria) applies:

Warning under the Australian Consumer Law and Fair Trading Act 2012: Under the *Australian Consumer Law and Fair Trading Act 2012 (Vic)*, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to You:

- a. are rendered with due care and skill; and

- b. are reasonably fit for any purpose which You either expressly or by implication, make known to the supplier; and
- c. might reasonably be expected to achieve any result You have made known to the supplier.

Under section 22 of the Australian Consumer Law and *Fair Trading Act 2012 (Vic)*, the supplier is entitled to ask You to agree that these statutory guarantees do not apply to You.

Warning Under the Australian Consumer Law and *Fair Trading Act 2012*: If You sign this form, You will be agreeing that Your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if You are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

Note: The change to Your rights, as set out in this form, does not apply if Your death or injury is due to gross negligence on the supplier's part. "Gross negligence" in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and *Fair Trading Regulations 2012 (Vic)* and section 22(3)(b) of the Australian Consumer Law and *Fair Trading Act 2012 (Vic)*.

Exclusion of rights under the Australian Consumer Law (Vic): By signing this form, You agree that the liability of BA for any death or personal injury (as defined in the Australian Consumer Law and *Fair Trading Act 2012 (Vic)*) that may be suffered by You (or a person from whom or on whose behalf You are acquiring the services) resulting from the supply of recreational services is excluded.

For recreational services or activities provided in ACT, Queensland or Tasmania:

For recreational services to which the Australian Consumer Law (Australian Capital Territory), Australian Consumer Law (Queensland) or Australian Consumer Law (Tasmania) applies:

By signing this membership application form and declaration, You acknowledge that where You are a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. You acknowledge that these implied terms and rights and any liability of the BA Organisations flowing from them, are expressly excluded to the extent possible by law, by this membership application form and declaration. To the extent of any liability arising, the liability of the BA Organisations will, at the discretion of the BA Organisations, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again. For the avoidance of doubt, this exclusion does not exclude liability for recklessness as defined by any relevant law.

For recreational services or activities provided in South Australia:

For recreational services to which the Australian Consumer Law (South Australia) applies:

Your rights: Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies You with services including recreational services), there is:

- a. statutory guarantee that those services will be rendered with due care and skill; and
- b. statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- c. a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying Your rights: Under section 42 of the *Fair Trading Act 1987 (SA)*, the supplier of recreational services is entitled to ask You to agree to exclude, restrict or modify his or her liability for any personal injury suffered by You or another person for whom or on whose behalf You are acquiring the services (a third party consumer). If You sign this form, You will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if You or the third party consumer suffer personal injury.

Important: You do not have to agree to exclude, restrict or modify Your rights by signing this form. The supplier may refuse to provide You with the services if You do not agree to exclude, restrict or modify Your rights by signing this form. Even if You sign this form, You may still have further legal

rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify Your rights: I agree that the liability of the BA Organisations for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Definitions:

d. Recreational services are services that consist of participation in - • sporting activity or similar leisure-time pursuit; or • any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.

e. Personal injury is bodily injury and includes mental and nervous shock and death.

Further information: Further information about Your rights can be found at www.ocba.sa.gov.au

For recreational services or activities provided in Northern Territory:

For recreational services to which the Australian Consumer Law (Northern Territory) applies:

By signing this form, You agree that the provisions of Part 3.2, Division 1, sub-division B of the Australian Consumer Law (NT) do not apply to the services provided to You, and the BA Organisations incur no liability with respect to death or personal injury for a failure to comply with a guarantee under that sub-division in relation to supply of these recreational services. By signing this document You acknowledge that You have been made aware of the general effect of this exclusion, restriction or modification, have had a reasonable opportunity to consider whether or not to enter into this contract on that basis and have decided to enter into the contract.