



**BASKETBALL
AUSTRALIA**

*The Basketball Network
Participant Registration
Terms and Conditions*

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

The Basketball Network Participant Registration - Terms and Conditions

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

In consideration of Your application for membership or registration as a Participant, You agree to the following terms and conditions:

Definitions

1. In these terms and conditions:

- a. "**Aussie Hoops Provider**" means a BA accredited Aussie Hoops centre, including an Association, Club, third party provider or a school.
- b. "**Basketball Activities**" mean performing or participating in any capacity in any authorised or recognised Basketball Organisation activity, including events, competitions and activities provided or authorised by a Basketball Organisation, including but not limited to participation as a player, coach, referee or administrator.
- c. "**Basketball Australia**" or "**BA**" means BA Limited ABN 57 072 484 998.
- d. "**Basketball Organisation**" means and includes BA, the state basketball associations (Basketball NSW, Queensland Basketball, Basketball Western Australia, Basketball Tasmania, Basketball South Australia, Basketball Victoria, ACT Basketball, Northern Territory Basketball), basketball associations (being those basketball associations recognised by BA or the state basketball associations), leagues (being those basketball leagues recognised by BA or the state basketball associations) and affiliated clubs (being those basketball clubs which are a member of or affiliated with an association or league) and any Aussie Hoops Provider and where the context so permits, their respective directors, officers, members, servants or agents.
- e. "**Basketball Network**" means online systems used or managed by Basketball Organisations to manage membership and competitions and which display online Your name, data, performances, results and other information relating to Basketball Activities.
- f. "**Claim**" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with any Basketball 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.
- g. "**Participant**" means a participant in the Basketball Activities.
- h. "**Program**" means the Aussie Hoops event promotion as authorised by BA
- i. "**You**" or "**Your**" means you, and any child or other minor upon whose behalf you register with BA, and accept these terms and conditions, where the context so permits.

Rules of membership and participation

2. Upon registering with BA through the Basketball Network 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 Basketball Organisation (such as the state basketball association of the state in which You reside and Your affiliated basketball club). You acknowledge, agree and consent to becoming a member of these Basketball Organisations. Upon becoming a member of BA and any other Basketball Organisation, the relevant Basketball Organisations' Constitution will comprise a contract between You and the relevant Basketball Organisation and You will be bound by it and any by-laws or policies (including any competition rules 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, by-laws and policies. You will pay on demand the prescribed or stated fees for the Basketball Activities and/or any relevant Basketball Organisation. Such fees may be notified to You verbally or by letter, electronic communication, telecommunication, memorandum or by notice displayed in the relevant Basketball Organisation's premises or premises occupied.

Registration

3. Registration as a Participant and member of BA (and any applicable Basketball Organisation(s)) are non-transferable. Any attempt to transfer Your registration as a Participant and member to another person without the knowledge of the relevant Basketball Organisation may result in the cancellation of Your registration as a Participant and member without refund and You may not be permitted to participate in further Basketball Activities.

Risk and Waiver

4. Your participation in the recreational activities supplied by the Basketball 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.
5. By registering and accepting these terms and conditions, You acknowledge, agree, and understand that participation in the recreational services provided by the Basketball 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.
6. 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).
7. By registering and accepting these terms and 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.

Disclosure of medical conditions

8. You warrant that prior to undertaking any Basketball Activities You:
 - a. are and must continue to be medically and physically fit and able to undertake and participate in the Basketball Activities; and
 - b. are not a danger to Yourself or to the health and safety of others.
9. You acknowledge that You must not participate in any Basketball Activities if you have 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 Basketball 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 Basketball Organisation before You leave any relevant venue in the manner required by the Basketball Organisation.

Exclusion of Applicant

12. You warrant that You have not been excluded from Basketball Activities by a medical practitioner or any person or entity including but not limited to BA Australia or any other Basketball Organisation (or advised not to participate). You acknowledge and agree that BA and/or any other Basketball 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 Basketball Organisation in connection with any Basketball Activities. If You fail to comply with the rules and/or directions of any other relevant Basketball Organisation, You will not be permitted to participate or to continue to participate in the Basketball Activities and no refund will be given.

Prevailing conditions

15. You acknowledge and agree that:
 - a. Basketball Activities may 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 Basketball Activities over which the Basketball Organisations have no control.
16. You accept that in the event of extreme weather conditions the relevant Basketball Organisation reserves the right to alter the format of, shorten, or cancel Basketball Activities in the interest of participant safety.

Release and indemnity

17. In consideration of the relevant Basketball Organisations accepting Your membership application, You to the extent permitted by law:
 - a. release and forever discharge any Basketball Organisation from all Claims that You may have or may have had but for this release arising from or in connection with Your membership or participation in Basketball Activities; and

- b. release and indemnify any relevant Basketball 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 Basketball Organisation or in any other manner whatsoever; and
 - c. indemnify and will keep indemnified and hold harmless any Basketball 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; or
 - ii. against any Basketball Organisation in respect of any injury, loss or damage arising out of or in connection with Your failure to comply with a Basketball Organisation'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 Basketball Organisation.
18. If You suffer any injury or illness, You agree that the relevant Basketball Organisation may provide evacuation, first aid and/or medical treatment (including calling an ambulance to attend where the Basketball Organisation deems reasonable) at Your expense and that Your acceptance of these terms and conditions constitutes Your consent to such evacuation, first aid and/or medical treatment and associated costs. You agree to reimburse the relevant Basketball Organisation for any costs or expenses incurred in providing such medical treatment.

Insurance

19. You understand that one or more of the Basketball 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 the Basketball Activities. However, You acknowledge and accept that insurance taken out by a Basketball Organisation may not provide full indemnity for loss, damage or injury that You may suffer during Your participation in the 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 and name

20. You acknowledge and consent to photographs and electronic images being taken of You during Your participation in the Basketball Activities. You acknowledge and agree that such photographs and electronic images are owned by the relevant Basketball Organisation and the Basketball Organisation may use the photographs or electronic images for promotional or other purposes without Your further consent being necessary.
21. You acknowledge and agree that such photographs and electronic images may be used by Basketball Organisations or unrelated entities or persons (eg Glory League, Krossover, Huddl, and others) to provide video engagement systems or other third party services for use by basketball players, coaches and administrators and images of You may be tagged and shared online or otherwise. Venues may have arrangements permitting filming for the purpose of video engagement systems or other third party services and the Basketball Organisations may not control such use and may not have any right to require filming or the use of electronic images to cease.
22. In accordance with the BA privacy policy, You acknowledge and consent to use of Your name, performance statistics, electronic images, photographs and data by the Basketball Organisations in relation to the Basketball Activities (including publication on the Basketball Network). You acknowledge that You agree and understand that Your name, performance statistics, data and electronic images and photographs of You will be published on the Basketball Network and You consent to such publication. If You consider there are exceptional circumstance to justify Your exclusion from publication of Your name, image or other personal information on the Basketball Network, please inform BA and it will consider the removal of such information.

Privacy

23. You understand that the personal information You have provided in your application to register as a Participant and member is necessary for the conduct and management of the Basketball Activities and other related activities across Australia including the Basketball Network, and that it is collected in accordance with BA's Privacy Policy (available from [BA's website](#)). You acknowledge that the Basketball Organisations may use or disclose your personal information for the purposes of providing you with member services or promotional material or otherwise in accordance the BA Privacy Policy. Basketball Organisations may share your information with third parties such as affiliates and other organisations involved in Basketball Activities and other related activities in Australia; companies engaged to carry out functions and activities on behalf of a Basketball Organisation including direct marketing; professional advisers, including accountants, auditors and lawyers and insurers; however your information is not generally disclosed to anyone outside Australia. You understand that the BA's Privacy Policy contains

information about how you may access and request correction of your personal information held by BA or make a complaint about the handling of your personal information, and provides information about how a complaint will be dealt with by BA. You acknowledge that your application for registration as a Participant and member may be rejected if the information is not provided. If you do not wish to receive promotional material from a Basketball Organisation's sponsors and third parties you must advise BA in writing or via the opt-out procedures provided in the relevant communication.

Bar to proceedings

24. A Basketball 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 Basketball 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 Basketball Organisation) to move those proceedings to the jurisdiction in which any incident occurs including consenting to any application made by a Basketball Organisation to remove the proceedings to the jurisdiction in which any incident occurs;
 - d. will pay the costs of any application made by any one or more Basketball Organisation under paragraph 24.c and will consent to any application for security of costs made at any time by any one or more Basketball Organisation; and
 - e. consent to paying the legal defence costs of the proceedings (on a solicitor client basis) of any Basketball Organisation where the Basketball Organisation(s) successfully defend(s) the proceedings.

Governing Law

25. The governing law of these terms and conditions 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

26. These terms and conditions (and the documents to which they refer) constitute the entire agreement between the parties in respect of the Basketball Activities and Your registration as a Participant and member and supersede all other agreements, understandings, representations and negotiations in this respect.
27. To the extent that any clause of these terms and conditions is void or unenforceable it is severable and does not affect the remaining provisions.

DECLARATION

By ticking this box, you declare that You have read, understood, acknowledge and agree to these terms and conditions including the exclusion of implied terms, warning, assumption of risk, release and indemnity

*****Where the applicant is under 18 years of age the below box must be ticked by the applicant's parent or legal guardian:**

You are the parent or guardian of the applicant. By ticking this box You authorise and consent to the applicant registering as a Participant and member and participating in the Basketball Activities. In consideration of the Participant's registration being accepted, You expressly agree to be responsible for the Participant's behaviour and agree to accept in Your capacity as parent or guardian these terms and conditions. In addition, You agree that you and your son/daughter will be bound by and comply with the constitution of any relevant Basketball Organisation and any regulations and policies (including competition rules or by-laws) made under it.

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 Basketball 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 Basketball 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 Basketball Organisations will, at the discretion of the Basketball 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 Basketball 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 Basketball 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.