

Water Polo Australia

Water Polo Australia National Registration Terms and Conditions

By registering with Water Polo Australia Limited (**Water Polo Australia**), **you** (and, if you are under 18 years of age, you and your parent or legal guardian whose name and details appears in the requisite fields) agree that you are bound by the Water Polo Australia National Registration Terms and Conditions (**Registration Terms**) which are set out below.

For the avoidance of doubt, where a capitalised term is used anywhere in these Registration Terms, that term as used in these Registration Terms has the same meaning as defined in the **Constitution** of Water Polo Australia, unless expressly stated to the contrary in these Registration Terms:

You agree that by registering with Water Polo Australia, you:

- 1) Apply to Water Polo Australia to be admitted as an Individual Member of Water Polo Australia in accordance with the application procedure specified in the Constitution and otherwise by any Policy made in accordance with the Constitution (including these Registration Terms).
- 2) Agree to your name and other personal details being entered in the Register of Members of Water Polo Australia, as required by the Constitution or by law (including the Corporations Act 2001 (Cth)).
- 3) Agree to be, and that you are at all times while you are registered with Water Polo Australia or an Individual Member, bound by and shall comply with the Constitution of Water Polo Australia.
- 4) Agree to be, and that you are at all times while you are registered with Water Polo Australia or an Individual Member, bound by and shall comply with the World Aquatics Rules made by World Aquatics (**WA**) and amended from time to time, to whatever extent the WA Rules are applicable to the sport of water polo or Water Polo Australia.
- 5) Agree to be, and that you are at all times while you are registered or an Individual Member, bound by and comply with all Policies of Water Polo Australia and all rules, regulations, by-laws, codes of conduct, directions, determinations and decisions made by Water Polo Australia and as amended from time to time (Water Polo Australia's Policies, rules, regulations, by-laws and codes of conduct are published on Water Polo Australia's **Website**, at www.waterpoloaustralia.com.au).
- 6) Agree to be, and that you are at all times bound by the policies and guidelines that comprise the National Integrity Framework as adopted by Water Polo Australia and as amended from time to time (Water Polo Australia's Policies and Guidelines as adopted under the National Integrity Framework are published on Water Polo Australia's **Website**, at www.waterpoloaustralia.com.au/info-hub/integrity).
- 7) Agree to immediately give unconditional consent to participate in proceedings referred to or elevated to the National Sports Tribunal (with such consent not to be withdrawn in the absence of express agreement with Water Polo Australia for withdrawal of consent) and to participate fully and in good faith to finality in any National Sports Tribunal proceedings in which you are required to be involved (by any referring party, Water Polo Australia or the NST) and to agree to be bound by any decision or recommendation made by the NST, unless Water Polo Australia explicitly expresses that it will not be adopting such decision.
- 8) Agree that Water Polo Australia retains jurisdiction in relation to any breach or contravention, or any suspected breach and any suspected contravention of the Constitution, these Registration Terms as well as any Policy (including the jurisdiction to investigate suspected breaches and the jurisdiction to issue sanctions in respect of proven breaches and contraventions) even if your registration or Individual Membership ceases before the conclusion of any such investigation and sanctioning process.
- 9) Agree that WA retains jurisdiction in relation to any breach or contravention, or any suspected breach and any suspected contravention of the WA Rules (including the jurisdiction to investigate suspected breaches and the jurisdiction to issue sanctions in respect of proven breaches and contraventions) even if your registration or Individual Membership ceases before the conclusion of any such investigation and sanctioning process.
- 10) Agree that the information and personal details provided by you to Water Polo Australia is current and correct at time of registration, and that you will notify Water Polo Australia of any change of any of your personal details and information provided, within one (1) month of any change.
- 11) Acknowledge that the personal information that Water Polo Australia collects from you may be used and disclosed for the purposes set out in Water Polo Australia's **Privacy Policy** (which can be downloaded from Water Polo Australia's Website) including without limitation: processing your registration; conducting and promoting Water Polo Australia's competitions and tournaments, and those of Water Polo Australia's State Members; sharing information with government and law enforcement

agencies; and the provision of water polo-related information and communication from Water Polo Australia and its administrators. You may opt out of your email being used for communication purposes by contacting your relevant State Member and/or managing your communication preferences online.

- 12) Acknowledge that Water Polo Australia may use third parties to collect your personal information, and that Water Polo Australia may in accordance with its Privacy Policy disclose to third parties (such as IT providers, venue operators or survey providers) your personal information.
- 13) Acknowledge that water polo is a contact sport which poses inherent risks of injury and illness to persons who play the sport, and that you accordingly accept all risks of injury, illness and death involved in training for water polo, competing in the sport of water polo, and otherwise participating in activities related to or forming part of your Individual Membership of Water Polo Australia and your registration to participate in the sport in Australia.
- 14) Acknowledge that your relevant State Member and Club may apply additional terms and conditions (**State and Club Terms**) in relation to your registration and your participation in water polo with that State Member and Club, including, but not limited to the collection of your personal information. You agree by becoming registered with Water Polo Australia that you will be bound by such additional State and Club Terms. You are directed to make specific enquiries of the relevant State Member and Club for the purpose of obtaining the additional State and Club Terms (if any).
- 15) Agree that photographs and video footage of you (*together **Imagery***) *can and may be captured, recorded and live-streamed at **Water Polo Australia-Sanctioned Events** by Water Polo Australia-authorized photographers, videographers and production companies (**Water Polo Australia Sanctioned Photographers**)*, where Water Polo Australia shall ensure that Water Polo Australia Sanctioned Photographers will be clearly identifiable.
- 16) If you do not agree your Imagery being captured and recorded at Water Polo Australia-Sanctioned Events, you must notify Water Polo Australia by sending an email to info@waterpoloaustralia.com.au with subject line "Use of Imagery Request". Further details will be provided by Water Polo Australia upon receipt of such an email.
- 17) Agree that Water Polo Australia may use your Imagery in any manner Water Polo Australia deems reasonable within the parameters of Water Polo Australia's own Policies, without seeking further permission from you. This use may include without limitation the use of Imagery depicting you on Water Polo Australia's Website including in the Website's photo galleries; live-streaming services and other forms of broadcast and dissemination of content; the production and distribution of video highlights packages; through Water Polo Australia's social media channels; the production of reports; and the production of promotional collateral.
- 18) If your Imagery is to be used outside of what Water Polo Australia deems normal business activities, you (if you are able to be identified) may be contacted by or on behalf of Water Polo Australia with view to seeking your further approval in relation to that use of Imagery that depicts you.
- 19) Agree that Water Polo Australia may provide Imagery depicting you to broadcast and media outlets for purposes of promoting the Water Polo Australia-sanctioned event or the sport of water polo more generally.
- 20) Agree that Water Polo Australia may provide Imagery depicting you to state and federal government sports, tourism and events agencies supporting Water Polo Australia-Sanctioned Events, in accordance with Water Polo Australia's contractual obligations.
- 21) Acknowledge that water polo memberships (including Individual Memberships) include Club, State and National components and that Water Polo Australia's refund policy states the below relating to refunds with respect to the Water Polo Australia component:
 - a) A member will receive a **full refund** of the Water Polo Australia component of their membership fees minus transaction fees if the member has **NOT** participated in training or playing due to illness or injury.
 - b) Water Polo Australia will retain 100% of the membership fee if the following options occur:
 - i) The Member has participated in training or playing, and then elects to cancel their Membership due to the Member sustaining an injury or for any other reason.
 - ii) The Member elects to downgrade their level of Membership.
 - iii) The Member changes their mind and no longer wishes to participate in the sport.
- 22) **WATER POLO AUSTRALIA CONDITIONS OF USE – ONLINE SYSTEMS**
- 23) These Conditions of Use govern your access to and use of these Water Polo Australia operated Online Systems and any services provided through or in connection with the Online Systems ("Services") by Water Polo Australia ("WPA"). By accessing or using the Online Systems or Services, you are deemed to agree to these Conditions of Use and your access to and use of the Online Systems and Services is conditional upon your compliance with these Conditions of Use. If you do not agree to these Conditions of Use, Water Polo Australia does not give you permission to use its Online Systems and you must immediately exit and cease to access or use the Online Systems and Services.
- 24) WPA does not systematically review content that is posted on the Online Systems and is not responsible for that content, but WPA may screen, edit delete or remove any content from any Online System at any time (in its sole and absolute discretion).
- 25) WPA reserves the right to cooperate fully with any law enforcement authority in any jurisdiction in respect of any lawful direction or request to disclose the identity or other information in respect of anyone (including you) posting material which violates or

allegedly violates any law.

- 26) If you are a registered user of the Online Systems, you must ensure that you keep your sign-on credentials secret and do not disclose them to anyone – as you are responsible for all activities undertaken under your sign-on credentials.
- 27) It is your responsibility to notify WPA immediately of any unauthorised use of your sign-on credentials as soon as you become aware of it.
- 28) You must not transfer your sign-on credentials to anyone without first obtaining WPA's permission.
- 29) To the extent that the functionality of an Online System does not already require you to do so, you should change your password regularly.
- 30) WPA may merge your records if you have duplicate or superfluous sign-on credentials or other records on the Online Systems.
- 31) WPA reserves the right to revoke or terminate access to its systems to anyone at any time and without notice or giving reasons and the user indemnifies WPA for the effects of same.
- 32) If you are under 18 years old, you should obtain the consent of your parent or guardian before using or registering for an Online System.
- 33) These Conditions of Use may be updated by WPA from time to time. WPA will post, or link to, any amended Conditions of Use on all of the Online Systems. Your continued use of the Online Systems constitutes acceptance of the amended Conditions of Use.
- 34) WPA may assign its rights in whole or in part to any person in WPA's absolute discretion.
- 35) These Conditions of Use are governed by the laws of the State of New South Wales, Australia and you submit to the exclusive jurisdiction of the New South Wales courts.
- 36) Any provision of these Conditions of Use that is either wholly or partly unenforceable will be severed to the extent necessary to make the remaining provisions of these Conditions of Use enforceable.
- 37) Any partial exercise, failure to exercise, or delay in exercising a power, right or remedy provided under these Conditions of Use, or by law, does not operate as a waiver, or prevent or restrict any further or later exercise of that power, right, or remedy.
- 38) In these Conditions of Use, unless the context requires otherwise:
 - a) any reference to a "person" includes any individual, company, corporation, firm partnership, joint venture, association, organisation or trust (in each case, whether or not having separate legal personality) and references to any of the same shall include a reference to the others;
 - b) any phrase introduced by the words "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words;
 - c) references to the singular include the plural and to the masculine include the feminine, and in each case vice versa; and
 - d) the headings and sub-headings are inserted for convenience only and shall not affect the meaning of these Conditions of Use.

39) DISCLAIMERS AND LIMITATION OF LIABILITY

- 40) The information and material contained on or available through the Online Systems is provided to you for general information purposes only. WPA does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law which cannot be excluded, restricted or modified, however, to the fullest extent permitted by law:
 - a) you use the Online Systems at your own risk;
 - b) you must not place reliance on the information and
- 41) material contained on or available through the Online Systems as a substitute for appropriate professional coaching and other advice tailored to your specific circumstances. In particular any health, diet or exercise advice is not intended as medical diagnosis or treatment. You should always seek professional medical advice before commencing any new exercise program or taking up a new sport such as netball;
- 42) WPA provides you with access to the Online Systems and Services without any express or implied warranties, including, but not limited to implied warranties of merchantability, fitness for a particular purpose and non-infringement;
- 43) WPA does not guarantee, or make any representations or warranties that the Online Systems and Services will be always safe, secure, current, complete, accurate, available, and free of errors, defects, bugs or viruses;
- 44) WPA excludes all rights, remedies, conditions and warranties, whether express or implied, in relation to the Online Systems and Services and any goods or services accessible or promoted via the Online Systems arising under custom, law or statute which may be excluded; WPA will not be liable for any direct loss or damage that you may suffer as a result of using the Online Systems or Services, or any loss of profit, sales, business opportunity, goodwill, anticipated savings or data, or for any special,

indirect, incidental or consequential loss or damages of whatsoever kind resulting from the use of the Online Systems or Services, even if WPA was aware or ought to have been aware of the possibility of such loss or damage, however, arising, whether in contract, tort, negligence, misrepresentation or otherwise; and

- 45) WPA's liability in respect of any goods or services purchased from the Online Systems is limited to the lesser of:
- 46) In the case of a supply of goods, WPA doing any one or more of the following at WPA's election): replacing the goods or supplying equivalent goods; repairing the goods; paying the cost of replacing the goods or of acquiring equivalent goods; or, paying the cost of having the goods repaired; and
- 47) In the case of a supply of services, WPA doing either or both of the following (at WPA's election): supplying the services again; or, paying the cost of having the services supplied again.
- 48) You indemnify WPA, the SSOs and their respective officers, employees, representatives, licensees and/or assignees against any claims, loss, damage or costs (including legal costs on a full indemnity basis) arising from or in connection with the posting or deletion of the Content submitted, uploaded, posted or transmitted by you or any breach or alleged breach by you of these Conditions of Use or of any other legal rights or obligations or of any applicable laws.
- 49) You acknowledge that you are responsible for obtaining all hardware and software to use the Online Systems and Services and must pay all telecommunications costs and charges incurred by you in using the Online Systems and Services.
- 50) The Online Systems may contain links to other websites or systems including social media channels operated by third parties. WPA provides these links as a courtesy and ready reference for engaging in netball and this should not be interpreted in any way as an endorsement of any website or system, its operator or any goods or services promoted. These third-party websites or systems are not under WPA's control, and WPA is not responsible for, and will not be liable in respect of, the content or operation of those third party websites or systems.
- 51) Your correspondence or business dealings with, or participation in promotions of, advertisers and sponsors found on or through Online Systems, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser and sponsor. You agree that neither WPA nor any SSO shall be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers and sponsors on the Online Systems.

52) PRIVACY

- 53) The protection of personal information is important to WPA. WPA is committed to respecting individuals' privacy and the protection of personal information. This document sets out how WPA may collect, hold, use and disclose personal information. By providing your personal information to WPA, you consent to its use, storage and disclosure in accordance with the WPA Privacy Policy ("Privacy Policy") as amended from time-to-time, which is available on the WPA website.
- 54) The Privacy Policy is made in accordance with the Privacy Act 1988 (Cth) and in particular the Australian Privacy Principles which came into effect on 12 March 2014. The Privacy Policy and any accompanying procedures may be amended from time to time by resolution of WPA's Board of Directors.
- 55) The Privacy Policy applies to and binds all Relevant Persons and such other persons who use, access, provide or participate in WPA's services, events and activities.
- 56) By using these Online Systems and Online Services, you consent to the use, storage and dissemination of your information in accordance with the Privacy Policy.

57) INTELLECTUAL PROPERTY

- 58) All intellectual property rights (including copyright, database rights and trademark rights) subsisting in, relating to or arising out of the Online Systems or the Services is owned by or licensed to WPA or the relevant SSO, unless otherwise indicated. You acknowledge and agree that neither these Conditions of Use nor your use of or access to the Online Systems or the Services transfers any right, title or interest in the intellectual property rights owned by WPA or any SSO to you.
- 59) You must not copy, adapt, modify, reproduce, decompile, communicate, broadcast, make available, transmit, perform, store, republish, print, commercialise, frame, upload or otherwise distribute any material from the Online Systems without WPA's consent. In particular you must not incorporate any material from any part of an Online System in any commercial work or publication, and no material from an Online System may be distributed or copied for any commercial purpose. You may save, print, or reproduce copy from the Online Systems solely for your personal (non-commercial) education or information.
- 60) The Online Systems contain trademarks which may be registered or otherwise protected by law. These include the logos of WPA, SSOs and their respective products, programs, teams, clubs and competitions. You are not permitted to copy or use these trademarks except with the express written permission of WPA.
- 61) Some parts of the Online Systems may allow you to submit, upload, post or transmit content or materials (including text, photographs, graphics, video, audio or other materials ("Content")). By submitting, uploading, posting or transmitting Content, you:
 - a) warrant to WPA that the Content is your own original work and/or that you have the right to provide the Content to WPA, it is not defamatory, it does not infringe any copyright, trade mark, patent, design, privacy, confidentiality or any other right of any party or any law, and that the Content is provided in accordance with any applicable policies and permissions, including

policies related to child safety;

- b) grant WPA an irrevocable, perpetual, royalty-free, non-exclusive, transferable, sub-licensable worldwide right and licence to (and to authorise others to) use, reproduce, copy, adapt, modify, distribute, publish, perform, communicate, transmit, broadcast, make available, print or display, and to exercise all copyright and publicity rights with respect to the Content worldwide. If you do not want to grant to WPA the rights set out above, you should not submit, upload, post or transmit the Content to any Online System;
- c) consent to WPA (and relevant SSOs) using and publishing (and authorising others to use and publish) your name, character, likeness, image, voice or anything else that identifies you which is contained in the Content;
- d) consent to (and to procure from any other person who created any part of the Content their consent to) any act or omission that would otherwise infringe moral rights in the Content and present and future rights of a similar nature conferred by statute anywhere in the world, including with respect to the following:
 - i) alteration of size, colour and shape;
 - ii) editing and adaptation, including use with other materials and the overlay or superimposition of other materials;
 - iii) digitisation, including communication to the public; and
 - iv) non-attribution of the author, and you also agree, if requested by WPA, to execute any instrument or document which WPA believes is required to give effect to any licence, waiver or consent; and
- e) consent to WPA linking the Content to other material (including material submitted, uploaded, posted or transmitted by other users and material created by WPA, any SSO and/or other third parties), to WPA using the Content for WPA's business purposes, including to promote, market or advertise WPA and the Online Systems, and to WPA directly or indirectly gaining commercial benefit from the Content.
- f) You must not link to any WPA or SSO website without first obtaining the express written permission of WPA or the relevant SSO.

Water Polo South Australia

Water Polo South Australia Registration Acknowledgement

By registering with WPSA, you (and, if you are under 18 years of age, you and your parent or legal guardian whose name and details appears in the requisite fields):

1. Hereby are affiliated to Water Polo South Australia (Water Polo SA) as an individual member.
2. Agree to comply with the Constitution of Water Polo SA and its subsequent Regulations, including the Code of Conduct and Member Protection Policy, within any Water Polo SA facility. You acknowledge that any violation of these regulations will be referred to Water Polo SA for formal investigation and resolution under the Member Protection Policy processes, which may result in membership being withdrawn from the offending individual in the event of serious non-compliance. Copies of the Constitution, Regulations and Policies are available from Water Polo SA's website at www.waterpolosa.com.au.
3. Agree that if injured and/or requiring medical attention and emergency contacts are either not contactable within a reasonable time and/or the seriousness of my condition requires immediate medical attention, I authorise the club to call an ambulance and/or doctor or transport me to hospital and agree to meet all costs associated with this. I further authorise any licensed medical practitioner to render any and all medical care and treatment he/she may deem necessary.
4. Consent to photographs, video or images being taken and used by Water Polo SA and/or my Club. In accordance with our Child Protection Policy, we will not permit photographs, video or other images of young people to be taken without the consent of the parents/carers and the child. Water Polo SA and its' affiliated Clubs will follow the guidance for the use of photographs and videos, a copy of which is available from the Water Polo SA website. Water Polo SA and its' affiliated Clubs will take all steps to ensure these images are used solely for the purposes they are intended. If you become aware that these images are being used inappropriately you should inform Water Polo SA immediately.
5. Water Polo SA acknowledges and is committed to protecting the privacy of its members. We will collect, use, disclose and hold personal information in accordance with the Privacy Act 1988 and the amendments to the Act. Water Polo SA collects and holds personal information about its members which includes, but is not limited to, name, address, telephone/mobile number and email address.

The personal information that has been provided to Water Polo SA will be kept confidential and secure and will not be accessible for unauthorised use, amendment or disclosure. Only officials of Water Polo SA will have access to such information. Members are able to access the personal information we hold about them at any time by contacting the Sport Administration Officer by email.

To ensure that member details are correct, Water Polo SA requires the assistance of its members by initially providing us with

accurate information and if future updates to their details are required, members should contact the Sport Administration Officer by emailing admin@waterpolosa.com.au.