

# NetFest Terms and Conditions

I hereby apply to participate in NetFest. I acknowledge and agree that I will carefully read and consider the following terms and conditions. In consideration of my application for participation being accepted, I acknowledge and agree that:

1 "NetFest" means the NetFest Event organised by Netball Australia Limited which will be held on the Gold Coast in October (unless otherwise determined by the Organisers).

2 "NetFest Activities" means performing or participating in any capacity in any authorised or recognised NetFest sport, event or activity. "Claim" means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to negligence. "Organisers" means Netball Australia and any sporting or other organisation or individual appointed by Netball Australia to operate any element of NetFest (including any sport, event or activity), and the directors, officers, employees, agents of contractors of these bodies. "Rules" means the rules, regulations and policies of NetFest and any Organiser.

3 Close of Entries: The official closing date for entries is to be advised. However, I acknowledge and agree that agreement with these Terms and Conditions and payment of relevant entry fees may not guarantee my participation in NetFest. I am aware that some competitions have a limit on the number of participants they can cater for and the Organisers reserve the right to accept entries in order of receipt, until the maximum number of entries is obtained. I also acknowledge if insufficient entries are obtained competitions may be combined or events cancelled.

4 Entry Fees: Entry fees are GST inclusive unless otherwise stated. All monies are to be paid in Australian dollars. Payment will be accepted by MasterCard and Visa. Should the Organisers be charged fees by their financial institution as a result of a dishonoured payment, the Organisers reserve the right to pass on fees to participants, who will be ineligible to participate in NetFest until such fees are paid to the Organisers.

5 Refund and Transfer of Registration Policy: Requests for refunds must be made by written application and received by the Organisers on or before the advertised closing date for entries in the event year, requests for refund will be at the discretion of the organisers. If a refund is granted, it will be for the Team Entry fee only with the Payment Processing Fee. Any requests for refunds after the registration close date may be paid at the discretion of the Organisers, and a \$20.00 per person administration fee may be deducted from any refunded amount. Applications for a transfer of Team registration fees to a replacement Team may be made at any time and submitted in writing by both Teams. A \$10.00 per team administration fee will apply. The replacement team must ensure each of its members are registered to the team prior to the commencement of the event. Any transfer of participant registration is subject to approval by the Organisers who may withhold consent to such transfer.

6 Rules: I agree to abide by the Rules. I acknowledge and agree that failure to comply with the Rules may result in automatic disqualification from the NetFest Activities and may also result in further action at the discretion of the Organisers. I agree that I am responsible for any consequences arising from my failure to observe the Rules.

7 Age Policy: I declare that I have attained the minimum age of 18 years for any competition that I have entered or will enter by any qualification date that has been stipulated on the Entry form(s), or if no date is stipulated, by 31 December of the event year.

8 Doping Policy: The Organisers condemn the use of substances for the purposes of performance enhancement, which is contrary to the ethics of sport and incompatible with the philosophy of NetFest. As a competitor, I agree to abide by the Netball Australia Doping Policy as amended from time to time.

9 Misconduct: I acknowledge that participants that are currently banned from participating in netball (for any reason) are not permitted to participate in NetFest. By accepting these terms and conditions of entry into NetFest, I acknowledge that I am not currently banned from netball. I agree that if that situation changes at any time prior to or during NetFest, I will make information relating to any suspension or ban imposed by any relevant sport to which I am subject immediately known to the Organisers. I understand and agree that my entry may be refused or cancelled due to an existing suspension or ban, or it may be cancelled or that I may be disqualified from events (which would include the requirement to forfeit any prizes) if I am found to have not followed the procedures in this clause.

10 Appeals: I agree to abide by the appeals process set out by the Organisers for NetFest. I agree that any avenues of appeal will be set out in the Rules and any decision made following this process will be final and binding on all parties.

11 Warning: NetFest Activities can be inherently dangerous. I acknowledge that I am exposed to certain risks during NetFest Activities including but not limited to:

- Other participants may act dangerously or with lack of skill;
- Physical exertion or harmful contact with other participants;
- Conditions may be hazardous and may vary without warning or predictability;
- Organisers, officials, venue owners/operators and any agents or representatives of any of them, in charge of an event may be obliged to make decisions under pressure of time and/or events;
- Any policy of insurance of or in respect of my life or physical or mental health may be voided;
- My property may be damaged, lost or destroyed.

12 I acknowledge that accidents can and often do happen which may result in me being injured or even killed, or my property being damaged. I have read and understood this warning and accept and assume the inherent risks in participating in NetFest.

13. Release and Indemnity: In consideration of the Organisers accepting my entry form and fee, I, to the extent permitted by law:

- release and will release the Organisers from all Claims that I may have or may have had but for this release arising from or in connection with my participation in any NetFest Activities; and
- indemnify and will keep indemnified the Organisers in respect of any Claim by any person arising as a result of or in connection with my participation in any NetFest Activities.

14. Fitness to Participate: I declare that I am medically and physically fit and able to participate in NetFest activities. I will immediately notify the Organisers in writing of any change to my medical condition, fitness or ability to participate. I understand and accept that the Organisers will continue to rely upon this declaration as evidence of my fitness and ability to participate.

15. Medical Treatment: I consent to receiving any medical treatment that the Organisers reasonably considers necessary or desirable for me during my participation in NetFest Activities. I also agree to reimburse the Organisers for any costs or expenses incurred in providing me with medical treatment.

16. Right to Use Image: I acknowledge and consent to photographs and electronic images being taken of me during my participation in any NetFest Activities. I acknowledge and agree that such photographs and electronic images are owned by the Organisers and that the Organisers may use the photographs for promotional or other purposes without my further consent being necessary. Further, I consent to the Organisers using my name, image, likeness and also my performance in NetFest Activities, at any time, by any form of media, to promote NetFest now or at any time in the future.

17. Communication: I acknowledge and consent to receiving communication prior, during and post Netfest from the NetFest Organising Committee, Netball Australia Limited, and its related Netball Organisations. These organisations are committed to complying with Privacy Law in Australia.

18. Insurance: I acknowledge that the Organisers will provide some limited insurance coverage which may provide me with some protection for loss, damage or injury that I may suffer during my participation in the NetFest Activities. However, I acknowledge and accept that insurance taken out by the Organisers does not provide a full indemnity for loss, damage or injury that I may suffer during my participation in NetFest Activities. Details of the relevant NetFest insurance policies taken out by the Organisers can be found on the NetFest website or by contacting the Organisers. I accept that I have had the opportunity to review the insurance coverage taken out by the Organisers for me for NetFest. I agree to arrange any additional coverage myself at my expense if I deem it necessary or appropriate. Finally, the Organisers recommend that all participants have private health cover and/or medical insurance, and travel insurance.

19. Proper Law: This agreement shall be construed in accordance with and governed by the laws of Queensland and the Commonwealth of Australia and the parties submit themselves to the jurisdiction of the relevant courts.

20. Severance: If any provision of this declaration is invalid or unenforceable in any jurisdiction, the phrase or clause is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If the phrase or clause cannot be so read down it will be severed to the extent of the invalidity or unenforceability. Such severance does not affect the remaining provisions of this declaration or affect the validity or enforceability of it in any other jurisdiction.

21. Privacy: I understand that the information I have provided to the Organisers is necessary for the objects of the Organisers. I acknowledge and agree that the information will only be used for the objects of NetFest and to provide me with services related to NetFest. I understand that I will be able to access the information held by the organisers about me by contacting the Organisers.

22. I have provided the information required on the entry form. I warrant that all information provided is true and correct. I acknowledge these terms and conditions cannot be amended. If I do amend it my entry to NetFest will be null and void.

23. I acknowledge that I will comply with all directions, rules and regulations provided by the organisers when involved in NetFest activities

24. I agree to comply with the no-smoking policy for all NetFest Competition venues.

25. I agree to comply with the following NetFest codes of behaviour throughout the NetFest event

- Respect the rights, dignity and worth of fellow players, coaches, officials and spectators.
- Refrain from conduct which could be regarded as sexual or other harassment.
- Respect the talent, potential and development of fellow players and competitors.
- Care and respect the uniform and equipment provided to you.
- Be frank and honest with your coach concerning illness and injury and your ability to train and play fully.
- Conduct yourself in a responsible manner relating to language, temper and punctuality.
- Maintain a high standard of personal behavior at all times.
- Abide by the rules and respect the decision of the umpires. Be courteous and use the correct process when seeking a rule clarification.
- Cooperate with coaches and staff in relation to programs that adequately prepare you for competition.
- Do not engage in practices that affect sporting performance (alcohol, tobacco and drug use.)