

## **PlayFootball Registration Terms and Conditions**

By registering with Football Australia using the Football Australia Registration System (**PlayFootball**) you (the **Member**) (and, if the Member is under 18 years of age, the Member's parent or legal guardian) agree that the following terms apply in relation to your/the Member's participation in football:

### **Information you provide**

1. You warrant that the information provided in this registration form is current and correct.

### **Football Australia Rules and Regulations**

2. You agree that you are bound to, and will comply with, the Football Australia Statutes, including the National Registration, Status and Transfer Regulations, National Code of Conduct (**Code**), National Disciplinary Regulations, National Anti-Doping Policy, and Grievance Procedure, copies of which are available

on <https://www.footballaustralia.com.au/governance/statutes-and-regulations> or on request, as well as agreeing that you are bound to, and will comply with, the rules, regulations and policies specific to the Member Federation of the state or region to which you are registering;

3. You agree to comply with the Laws of the Game and the Competition Administrator's and Member Federation's Competition Rules, regulations and policies.

4. If you elect to register as an amateur, you warrant that you are an amateur as defined by the Football Australia Statutes and you do not receive any money or consideration for participating in football (other than the reimbursement of reasonable participation expenses);

### **Betting and Match Fixing**

5. You acknowledge that Members are not permitted to bet on any football Matches, as set out in the Code. Further, you acknowledge that you must not manipulate any match, or event within a match, or share any inside information in relation to a Match or Competition in breach of the Code. You acknowledge that any breach of these provisions of the Code may result in disciplinary sanctions and if any criminal activity is suspected, the matter may be referred to the police.

### **Payment of fees**

6. You acknowledge and agree that you must pay your registration product fees to your Club via the online payment gateway, which may include via PlayFootball, or directly in person.

## **Use of your Image**

7. Football Australia acknowledges and respects the sensitive nature of a Member's (particularly a child's) name, likeness, voice, quotes, comments, biographical information and/or audio-visual images (**Image**). From time to time, Football Australia, the Member Federation, the Competition Administrator or the Club (**Football Administrators**) may use your Image for educational or game development purposes, or in order to promote and market the game of football. Where the Member's Image is of a child, Football Australia will only record, and subsequently use, reproduce, publish or broadcast the Member's Image in accordance with its Safeguarding Policy, in particular, sections 5.4 (Taking Images and Videos of a Child) and 5.5 (Use and Storage of Images and Videos of Children). A copy of the Safeguarding Policy is available at <https://www.footballaustralia.com.au/governance/member-protection-framework>.

8. You consent to the Football Administrators and their representatives, agents and assigns using, recording, reproducing, publishing and broadcasting your Image for the reasons described in clause 6, subject to the Safeguarding Policy and local laws. Further, you forever discharge and release the Football Administrators from all liability related to the use of the use of your Image in accordance with these Terms.

9. You acknowledge that copyright and all associated rights in any recording, reproduction, publication or broadcast contemplated by clauses 7 and 8 (**Recording**) is owned by Football Australia (or the relevant Football Administrator, as the case may be), consent to the Football Administrators editing, producing, amending and adapting such Recording, and agree that you will not enforce any moral rights that you may have in such Recording.

## **Risks of participating**

10. You acknowledge and agree that there are inherent risks associated with participating in football that may result in personal injury and possible exposure to and illness from communicable diseases (including without limitation COVID-19) and you accept and agree to fully bear those risks.

11. You grant Football Administrators and their staff and volunteers permission to administer first aid to, and (if reasonably required) call an ambulance for you in the event of any personal injury during your participation in football and you undertake to pay or reimburse costs incurred for any such medical attention and ambulance transport.

12. You agree not to bring any claim or proceeding against any Football Administrator (including each of their directors, officers, employees, agents, contractors and assigns) at any time for any damage, loss, injury, illness, disability, death or liability that you may suffer or incur in connection with or arising out of your participation in football. Except for liability that by law cannot be excluded, the Football Administrators exclude all liability to you in tort (including negligence), contract or otherwise for acts or omissions

of the Football Administrators (including each of their directors, officers, employees, agents, contractors and assigns).

### **Indemnity, insurance and limitation of liability**

13. You agree to indemnify, and will continue to indemnify, hold harmless and defend Football Administrators (including each of their directors, officers, employees, agents, contractors and assigns) from and against all actions, proceedings, suits, claims, liabilities, damage, costs and expenses that may be incurred or sustained by each of them arising out of any person commencing any proceedings against you for any assault, negligence and/or breach of the Football Australia Statutes, Laws of the Game and/or Competition Administrator's Competition Rules.

14. You acknowledge that the Member Federation of the Club will provide insurance to cover injuries sustained while participating in football and football related activities for that Club or Member Federation, subject to the scope and coverage as prescribed by that Member Federation. A copy of the insurance policy will be provided by your Club's Member Federation upon request, including details of the applicable benefits (such as death and capital benefits, loss of income and non-Medicare medical expenses), exclusions, maximum benefits and deductibles.

15. You acknowledge that if you suffer any injury (including illness, disability or death) whilst participating in football activities and a cause of injury was the negligence, assault or breach of other obligations imposed by laws, then the liability of Football Administrators (including each of their directors, officers, employees, agents, contractors and assigns) is limited to the extent of any applicable insurance policy held by the Football Administrators and the amount which such insurer pays under the policy or applicable statutory insurance scheme.

16. You acknowledge and agree that Football Administrators are not liable to you for any loss or damage you suffer as a result of Competitions or Matches being cancelled, postponed or changed.

### **Privacy and your personal information**

17. You acknowledge that the personal information that Football Australia collects from you is used and disclosed for the purposes set out in our Privacy Policy, including processing your registration, the organisation, conduct and promotion of Competitions and Matches, the provision of football-related information and offers from Football Administrators, and information about our commercial partners, tickets and events as part of the Football Australia Football Family. You further acknowledge that Football Australia may use third parties to collect your personal information or give them your information to help us run football or as required by law (such as IT providers, venue operators or ticketing operators). A copy of the Privacy Policy is available

on <https://www.footballaustralia.com.au/governance/statutes-and-regulations>. You may request access to your personal information that Football Australia holds by sending an email to [privacy@footballaustralia.com.au](mailto:privacy@footballaustralia.com.au).

18. You consent to the collection, use and disclosure of your personal information as described in clause 17. If you do not want to receive certain information from Football Administrators (other than communications that are reasonably necessary for the administration of football) and their commercial partners, you will be given an opportunity to opt out of such communications.

19. You acknowledge that in addition to clause 17, Football Australia may also seek to gather more detailed information about Members in order to adopt a more needs-based approach to the development of the game of football, including to ensure that football is a more inclusive sport, to expand the scope and effectiveness of our indigenous programs and to formulate a comprehensive youth and schools strategy.

### **Grievances in football**

20. You agree to submit exclusively to the jurisdiction of the Football Australia Grievance Procedure and the Member Federation's grievance procedure and to not attempt to resolve any dispute or grievance the subject matter of the Football Australia Statutes in a court of law or by any other method.

### **Period of registration**

21. You acknowledge and agree that registration is with the Club until the later of the end of the Season or the time as specified in the Competition Rules, which may be specified in PlayFootball.

### **De-registration and transfers**

22. You acknowledge and agree that if you wish to cancel or transfer your registration, you must comply with the process outlined in the National Registration, Status and Transfer Regulations.

23. You acknowledge and agree that Football Australia may de-register you at any time by notice in person or in writing to the address or email address provided as part of your registration, including in the event that you breach these Terms or do not comply with its incorporated documents, such as the Football Australia Statutes and the Competition Administrator's Competition Rules.

### **Use of PlayFootball system**

24. You agree that by using PlayFootball, you:

(a) are deemed responsible for the actions of any person that you authorise for access

by providing a system login, which includes staff and management / operational staff and association / club management personnel;

(b) must not grant logins or pass on login or password information to any person, party or affiliate who does not require access to complete your registration;

(c) must not in any way use or attempt to use PlayFootball, as determined by a Football Administrator, to:

(i) breach or attempt to breach or to be involved in a breach or attempt to breach any law, order, regulation or code of conduct;

(ii) engage in any action, conduct or otherwise which results in or attempts to result in any damage to property or injury to person;

(iii) send unsolicited communications, including any spam type communications;

(iv) upload or promulgate pornographic or offensive images or material;

(v) enable or attempt to enable a minor to access material that is inappropriate for a minor or to establish contact with a minor not otherwise known to you;

(vi) incite or attempt to incite discrimination, hate or violence towards any person or group because of their race, religion, gender, sexual preference, nationality or any other characteristic that would otherwise be prohibited under the relevant anti-discrimination legislation;

(vii) send or attempt to send material or communications that are or likely to be obscene or defamatory;

(viii) send or attempt to send any communication that is or is likely to be offensive or abusive;

(ix) provide or promote or attempt to provide or promote any deceptive business or marketing practice, which may include any pyramid selling schemes or unlawful gambling activities;

(x) engage, or attempt to engage, in conduct that is, does or is likely to infringe the Football Administrators' or any other person's rights, which may include but is not limited to intellectual property rights or moral rights;

(xi) use or attempt to use any person's confidential information; or

(xii) engage in any other conduct, action, use or behaviour that a Football Administrator considers to be against the interests or reputation of the Football Administrators or football generally; and

(d) acknowledge that you must not in any way interfere with or use the intellectual property or any other rights vested in PlayFootball or the underlying systems.

### **Interpretation**

25. Capitalised words used in these terms and conditions have the meaning given to them in the Football Australia Statutes, unless the context requires otherwise or unless otherwise defined within these terms. A reference to "you" and "your" is to be

interpreted to include the Member where the parent or legal guardian is registering a Member who is under 18 years of age.