

# PlayFootball Participant Agreement

Last updated: 29 November 2024

## KEY TERMS

When accessing and using the Play Football Registration & Payment Platform (the **Platform**) here are some points we wish to highlight:

- From time to time, certain functionality of the Platform may be offered to a limited group of Participants on a beta (trial) basis. If you choose to use such functionality, it is provided on an 'as is' or 'as available' basis. This means that despite our efforts the functionality may contain bugs, errors and other problems.
- We may capture and use the Images of Participants for various purposes, provided that Images of children will only be recorded and used in accordance with our Safeguarding Policy.
- Participants are required to acknowledge the risks of participating in football, and consent to receiving first aid and for an ambulance to be called in the event of injury (and to reimburse the costs of such assistance and transport). Our liability for damage Participants may suffer in connection with their participation in football is generally excluded, except for certain circumstances such as wilful misconduct or gross negligence. Liability for a Participant's injury is limited to the amount paid under any insurance held by Football Entities or us. Participants are required to grant an indemnity for proceedings commenced against them for any assault, negligence or breach of certain rules by the Participant.
- Grievances that are the subject matter of the Football Australia Statutes are to be determined solely by the relevant football grievance procedures (and not a court).
- For liability that is not addressed above (such as for the technical operation of the Platform): we exclude liability for special, indirect or consequential loss or damage, or loss of profits, revenue, business or anticipated savings; and we generally limit our liability to the greater of \$100 and the amount of registration fees paid by you. There are defined situations when these exclusions and limitations do not apply.
- In addition to our use of Images as noted above, we may disclose your personal information to other people, including to Football Entities and other third party service providers necessary to deliver a feature of Platform or to process a transaction with them. Further information is provided in our Privacy Policy [here](#).

## 1 Introduction

### 1.1 Participant Agreement (this agreement between you and us)

- (a) In this Participant Agreement, **Football Australia, we, us** and **our** means Football Australia Limited (ABN 28 106 478 068) of Level 2, 4 Driver Avenue Moore Park NSW 2021. We ask you to read this Participant Agreement carefully as it applies to your use of the Platform made available at <https://rego.prd.letsplayfootball.au/signin> and each Participant's participation in Football.
- (b) This Participant Agreement is effective as of the date you: (i) click a button indicating your acceptance; or (ii) begin accessing or using the Platform, whichever is earlier. In either case you agree to be bound by this Participant Agreement.
- (c) Some specific words that are written with a capital letter in this Participant Agreement have meanings explained in section 13.
- (d) We can make changes to this Participant Agreement from time to time. If we think, acting reasonably, that these changes are materially detrimental to you, we will put a notice on the

Platform for a reasonable period of time to let you know about them. If you continue to use the Platform after this notice period ends, you agree to the amended Participant Agreement.

## **1.2 The Platform**

- (a) We created the Platform as a central place to handle registrations and payments for organised Football games in Australia. It's meant for use by:
  - (i) Player Participants;
  - (ii) Non-Player Participants;
  - (iii) Parents and Guardians;
  - (iv) Football Entities;
  - (v) Football Entity Platform Administrators; and
  - (vi) Football Australia.
- (b) The Platform constitutes the National Online Registration System (the national registration database) for the purposes of the Additional Terms.

## **1.3 How this Participant Agreement applies to you**

- (a) If you are a Player Participant, Non-Player Participant (other than a Football Entity Platform Administrator), or Parent or Guardian, this Participant Agreement applies to you and your use of the Platform. This Participant Agreement must be read along with the Additional Terms.
- (b) If a Participant, due to being under the age of 18 or for any other reason, is unable to fully understand this Participant Agreement, their Parent or Guardian must handle their registration and other activities required to be performed on the Platform, through the Parent or Guardian's own Platform Account and in accordance with clause 2.1(b).

## **1.4 Beta (trial) functionality**

- (a) From time to time, certain functionality of the Platform may be offered as a 'beta' or early release service with a limited group of users (**Beta Functionality**). You do not have to use Beta Functionality, but if you choose to do so you are getting early access to evaluate that functionality before its full production release, and as a result:
  - (i) the Beta Functionality might not be fully finished and not all aspects of the Beta Functionality may be made available; and
  - (ii) subject to clause 10(d), the Beta Functionality is provided on an 'as is' or 'as available' basis. It may be unstable, taken out of service and may contain bugs, errors and other problems.
- (b) If we move Beta Functionality into a full production release, we will inform you accordingly and this section 1.4 will cease to apply.

## **1.5 Variation, suspension and discontinuation of the Platform**

We may from time to time make changes to, temporarily or permanently suspend or stop providing, some or all of the Platform and/or the Platform Features. If we believe, acting reasonably, that such changes are materially detrimental to you (other than temporary suspensions for operational reasons), we will notify you by putting a notice on the Platform for a reasonable period of time before making those changes. Even with such changes, we will continue to meet our obligations under the Additional

Terms regarding the National Online Registration System, either through the Platform or by other means.

## **2 Registration**

### **2.1 Account**

- (a) You must have and maintain a Football Account and a Platform Account to use the Platform. Your Football Account user name and password is used to access and link to your Platform Account.
- (b) If you use the Platform as a Parent or Guardian, you may only use your Platform Account to register Participants, and manage the activities for Participants, who you are a parent of or act as guardian for. You enter into this Participant Agreement on your own behalf, and on behalf of each such Participant, including that you grant any rights given to us by those Participants under this Participant Agreement on their behalf and you are responsible for ensuring that those Participants comply with this Participant Agreement.
- (c) Your Platform Account is personal to you and cannot be transferred or assigned to anyone else.

### **2.2 Registering as a Participant**

- (a) Participants can sign up for registration during the registration periods set out in the Additional Terms. Participants may register themselves (or via a Parent or Guardian) directly on the Platform or go through a Football Entity which will register the Participant on the Participant's behalf through the Platform in accordance with the Additional Terms. A reference to 'registration' as a Participant in this Participant Agreement includes the renewal of any existing registration.
- (b) If you are registering yourself or a Child directly, you can apply to register through your Platform Account by:
  - (i) choosing the relevant Registration Group, Registration Product and Registration Type you want to register for;
  - (ii) providing the requested details and information, including the Club you wish to make the registration with; and
  - (iii) paying the applicable Registration Fees.
- (c) The registration of a person as a Participant is:
  - (i) conditional upon meeting the eligibility criteria set out in the relevant Additional Terms, which includes providing all necessary information; and
  - (ii) not considered valid until accepted by us and the relevant Football Entity/ies the person has requested to register with.
- (d) Whether or not a Participant self-registers or registers via a Football Entity:
  - (i) if a Participant or their Parent or Guardian has a Platform Account, once that registration is accepted the registration will be identified as 'active' in that Platform Account; and
  - (ii) a digital identity card setting out the Participant's registration details will be linked to that Platform Account.

## 2.3 Personal and profile information

- (a) You must give us and the Football Entities you request to register with certain information about yourself and (if you are a Parent or Guardian) your Child. This is because we and those Football Entities need to check who you or your Child are and verify your or their identity for your Platform Account, and make sure you and they meet the requirements to register as a Participant. We must also collect certain information as part of our legal obligations, for example making sure you pass checks to work with children. You might have to send or upload this information to the Platform or to provide it separately. If the information you provide changes, you must quickly update the information on the Platform (where the functionality to do so exists), or by notifying us at [privacy@footballaustralia.com.au](mailto:privacy@footballaustralia.com.au) or The Privacy Officer, Football Australia Limited, Level 22, 1 Oxford Street, Darlinghurst, NSW 2010, and the affected Football Entities directly. If you do not provide the required information, you may not be able to register or maintain your Platform Account.
- (b) When you use the Platform, you might share personal information with us. By using the Platform, you agree to let us collect, store, use, and share your personal information as outlined in this Participant Agreement and our privacy policy a copy of which is available [www.footballaustralia.com.au/privacy](http://www.footballaustralia.com.au/privacy).

## 3 Your Data

- (a) When you input Your Data into the Platform, without limiting clause 2.3(b), you retain ownership of Your Data.
- (b) Unless required by applicable law, we are not obliged to edit or modify Your Data. We are not responsible for the accuracy, completeness, appropriateness, safety, or legality of Your Data.
- (c) We will maintain administrative, physical and technical safeguards to protect the security, confidentiality and integrity of Your Data as described in our Privacy Policy available at [www.footballaustralia.com.au/privacy](http://www.footballaustralia.com.au/privacy). However, we do not guarantee that Your Data will be free from loss, theft, misuse, unauthorised access, disclosure, alteration, or destruction.
- (d) If third party applications or third party features for use with the Platform are installed or enabled, you acknowledge that those third party applications and third-party features may access Your Data as required for the interoperation with the Platform. Any access and use of Your Data by such third party applications or third party features will be subject to the privacy policies of such providers.

## 4 Participation in Football

### 4.1 Additional Terms

- (a) Each Participant is bound to, and must comply with, the following Additional Terms:
  - (i) the Football Australia Statutes, including the *National Registration Status and Transfer Regulations*, *National Code of Conduct and Ethics* (the **Code**), *National Disciplinary Regulations*, *National Anti-Doping Policy*, *Member Protection Framework* and *Grievance Procedure*, copies of which are available on <https://www.footballaustralia.com.au/governance/statutes-and-regulations> or on request;
  - (ii) the Laws of the Game which are available at <https://www.footballaustralia.com.au/get-involved/refereeing/resources>; and
  - (iii) the rules, regulations and policies specific to the Football Entities you choose to register with.

- (b) If a Participant is registered as an amateur, you warrant that the Participant is an amateur as defined by the Football Australia Statutes and does not receive any money or consideration for participating in Football (other than the reimbursement of reasonable participation expenses).

## **4.2 Betting and match fixing**

Participants are not permitted to bet on any Football matches, as set out in the Code. Participants 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. 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.

## **4.3 Use of Image**

- (a) We acknowledge and respect the sensitive nature of Participants' (particularly a child's) name, likeness, voice, quotes, comments, biographical information and/or audio-visual images (**Image**). Without limiting clause 2.3(b), Football Entities and us may use a Participant's Image from time to time for educational or game development purposes (including the capture and use of training and match footage for coaching and technical analysis), or in order to promote and market the game of Football.
- (b) Football Entities and us may capture a Participant's Image via use of referee body cameras, where such body cameras are worn and used in permitted competitions forming part of any official trial approved by us and the International Football Association Board. Images obtained via this means will be used for the purposes of informing the official trial and managing the safety, security and integrity of Football matches and competitions.
- (c) Where the Participant's Image is of a child (being a person under the age of 18 years), we will only record, and subsequently use, reproduce, publish or broadcast the Participant's Image (including Registration Photographs) in accordance with our 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>.
- (d) Each Participant consents to Football Entities and us, and their and our representatives, agents and assigns, using, recording, reproducing, publishing and broadcasting the Participant's Image for the reasons described in this clause 4.3, subject to the Safeguarding Policy and local laws. Further, each Participant forever discharges and releases the Football Entities and us from all liability related to the use of the use of the Participant's Image in accordance with these Terms.
- (e) With the exception of the Registration Photograph, copyright and all associated rights in any recording, reproduction, publication or broadcast contemplated by this clause 4.3 (**Recording**) is owned by us or the relevant Football Entities. Each Participant consents to the Football Entities and us editing, producing, amending and adapting such Recording, and agrees that the Participant will not enforce any moral rights the Participant may have in such Recording.

## **4.4 Risks of participation in Football**

- (a) Each Participant acknowledges and agrees 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 each Participant accepts and agrees to fully bear those risks.
- (b) Each Participant grants to Football Entities and us, and their and our staff and volunteers, permission to administer first aid to, and (if reasonably required) call an ambulance for the Participant in the event of any personal injury during participation in Football and you undertake to pay or reimburse costs incurred for any such medical attention and ambulance transport.

- (c) Subject to clause 10(d), and except for liability arising from wilful misconduct or gross negligence, or liability for injury (which is limited as described in clause 4.5(b)):
  - (i) each Participant (and you, if you are a Parent or Guardian) agrees not to bring any claim or proceeding against a Football Entity or us (or any director, officer, employee, agent, contractor or assign of them or us) at any time for any damage, loss, injury, illness, disability, death or liability that a Participant may suffer or incur in connection with or arising out of the Participant's participation in Football; and
  - (ii) each Football Entity and us exclude all liability to each Participant (and you, if you are a Parent or Guardian) in tort (including negligence), contract or otherwise for acts or omissions of a Football Entity or us (including director, officer, employee, agent, contractor and assign of them or us).

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

- (a) Each Participant (and you, if you are a Parent or Guardian) agrees to indemnify, and will continue to indemnify, hold harmless and defend, each Football Entity and us (and the directors, officers, employees, agents, contractors and assigns of them and us) (**Those Indemnified**) from and against all actions, proceedings, suits, claims, liabilities, damage, costs and expenses that may be incurred or sustained by Those Indemnified arising out of any person commencing any proceedings against the Participant for any assault, negligence and/or breach of the Football Australia Statutes, Laws of the Game and/or Competition Administrator's Competition Rules by the Participant, except to the extent that any liability, loss or damage is caused by the wilful misconduct or gross negligence of Those Indemnified.
- (b) The Member Federation of a Club is required to 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 that 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.
- (c) Subject to clause 10(d), if a Participant suffers 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 the Football Entities and us (and each director, officer, employee, agent, contractor and assign of them and us) is limited to the amount which an insurer pays under an insurance policy or applicable statutory insurance scheme held by the Football Entities or us.
- (d) Subject to clause 10(d), each Participant (and you, if you are a Parent or Guardian) acknowledges and agrees that Football Entities and us are not liable for any loss or damage suffered as a result of competitions or matches being cancelled, postponed or changed.

#### **4.6 Grievances in Football**

Each Participant (and you, if you are a Parent or Guardian) agrees to submit exclusively to the jurisdiction of the Football Australia Grievance Procedure and the Member Federation's grievance procedure in relation to any dispute or grievance the subject matter of the Football Australia Statutes, and to not attempt to resolve any such dispute or grievance in a court of law or by any other method.

#### **4.7 Period of registration**

The registration of a Participant is until the later of the end of the season or the time as specified in the Competition Rules, which may be specified on the Platform.

## **5 Termination**

### **5.1 De-registering or transferring registration**

- (a) You, a Football Entity or us can de-register or transfer the registration of a Participant either directly through the Platform or manually and recorded in the Platform, in accordance with the Additional Terms.
- (b) We may de-register the registration of a Participant at any time by notice to you if we believe there are reasonable grounds for doing so, you or your Child (if you are a Parent or Guardian) materially breach this Participant Agreement or any Additional Terms, or if you have committed fraud in relation to your Football Account or Participant registration.

### **5.2 Terminating or unlinking your Football Account**

- (a) If you terminate or unlink your Football Account, this will not of itself affect registration of a Participant and any such registration (if it continues) will continue to be subject to this Participant Agreement and the Additional Terms.
- (b) We may terminate and/or unlink your Platform Account from your Football Account if the registration of you or your Child (if you are a Parent or Guardian) is cancelled, on your death, or where you or your Child (if you are a Parent or Guardian) has breached this Participant Agreement, the Additional Terms or committed fraud in relation to your Football Account or Participant registration.

## **6 Communications**

- (a) We or relevant Football Entities may need to communicate with you in connection with your use of the Platform, including:
  - (i) emails to confirm or verify you;
  - (ii) responses to an enquiry you ask;
  - (iii) notifications or confirmations of transactions you start; and
  - (iv) requests for more information from you.
- (b) Where direct communication is needed, we or the relevant Football Entity may contact you by any method we have recorded details for you or via your Football Account. You can change your details via your profile in your Football Account.
- (c) If we need to give you a notice in connection with this Participant Agreement we will send it directly to the contact details we have on record for you in the Platform.

## **7 Payment**

### **7.1 Fees**

- (a) **Registration Fees** associated with registration as a Participant include:
  - (i) Regulation Fees, which are made up of the National Registration Fee imposed by us, and those registration fees imposed by Football Entities; and
  - (ii) Club Fees, which are imposed by your chosen Club(s),in accordance with the Additional Terms.

- (b) Any Registration Fees associated with registration of a Participant (including Regulation Fees and any Club Fees) will be identified as part of the registration process. Where part of those Registration Fees are to be subsidised by a Club, registration is conditional on payment of the subsidised portion by that Club.
- (c) Unless you are provided with, and take up, the option to pay certain Registration Fees directly to a Football Entity, you may pay any Registration Fees through the Platform, and where you do so you must pay the applicable Registration Fees in accordance with the payment option you select, together with any processing fees associated with your payment option (as identified on the Platform).
- (d) Where you are provided with, and take up, the option to pay by a 'Scheduled Payment' payment option, you must pay the instalments in accordance with the 'Scheduled Payment' payment option you select. You must ensure that the payment details you have provided to us remain current when each instalment falls due, and you must update those payment details through the Platform if your payment details change or if we are unable to process a payment using the payment details you have provided for any reason.
- (e) If any payment (including any future instalment) is declined or unable to be processed then your payment will be identified as 'failed' in your Platform Account, and until payment is made subsequent instalments will be cancelled. We will attempt to contact you if any payment is declined or unable to be processed. Failure to make payment (including any future instalments) may result in cancellation of registration.

## **7.2 Collection of certain fees on behalf of Football Entities**

Other than the National Registration Fee, we charge and collect each Football Entity Registration Fee from you on behalf of that Football Entity (and not in our own capacity), and we will disburse each Football Entity Registration Fee to the relevant Football Entity.

## **7.3 Refunds**

- (a) The Additional Terms provide that you may be entitled to a refund (in whole or in part) of the Registration Fees (or other charges or levies) that you have paid in certain circumstances.
- (b) You or a Football Entity on your behalf, may request a refund via the Platform of any Registration Fee paid through the Platform. Making a request for a refund on the Platform does not guarantee that a refund will be issued. All refunds are subject to the relevant Additional Terms.
- (c) We'll consider and determine whether to approve any request for a refund of the National Registration Fee in accordance with the National Registration Fee Refund Policy, which you can find at <https://www.footballaustralia.com.au/governance/statutes-and-regulations>. Any such refund will be made using the same payment method that you used to pay the National Registration Fee originally.
- (d) A refund of the Football Entity Registration Fee is the responsibility of the relevant Football Entity to approve in accordance with their relevant Additional Terms and is not approved by Us. If a Football Entity approves a refund of a Football Entity Registration Fee, we will request that they repay the Football Entity Registration Fee to us. Once we have received the repayment, we will refund that amount to you, using the same payment method that you used to pay the Football Entity Registration Fee originally. We will generally issue any such refund to you within 7 days after the Football Entity repays the Football Entity Registration Fee to us.
- (e) We are only responsible for processing refunds that are requested via the Platform, and then only for Registration Fees that have been paid through the Platform. All requests for such refunds must be made via the Platform. If you have paid a Football Entity Registration Fee directly to a Football Entity, you should contact that Football Entity directly in relation to any



refund request. If any Registration Fee has been subsidised by a Club, then that Club (and not you) must make any request for a refund of that Registration Fee.

## **8 Intellectual Property Rights**

### **8.1 Permission to use the content on the Platform**

- (a) The Platform and all related content is subject to Intellectual Property Rights.
- (b) We grant you a limited, non-transferable permission to access and use the Platform solely for your personal, non-commercial purposes.
- (c) We (or our licensors) retain all right, title, and interest in and to the Platform and all related content, and nothing you do on or in relation to the Platform will transfer any Intellectual Property Rights to you or give you any rights to own or use it in a way we didn't allow, except for what is mentioned in paragraph (b).
- (d) You do not have permission to reprint or electronically reproduce the Platform or any related content in whole or in part without getting written permission from us.

### **8.2 Feedback**

- (a) We welcome your Feedback. You can provide Feedback by contacting us at:

**Email:** support@playfootball.com.au

**Telephone:** 02 8880 7983

**Hours:** Mon-Fri 10am - 5:30pm AEDT

- (b) You grant to us a non-exclusive, worldwide, royalty-free, perpetual, transferable licence (including a right to sublicense) to use, copy and otherwise exploit the Feedback for any purpose.

## **9 Your Responsibilities**

You must:

- (a) only use the Platform in accordance with this Participant Agreement;
- (b) provide all cooperation and information as may be reasonably required by us for your registration as a Participant;
- (c) use the Platform in accordance with all applicable laws, and not act fraudulently, deceitfully or dishonestly;
- (d) use all reasonable efforts to prevent unauthorised access to your Platform Account. This includes that you must keep your Football Account user name and password secret, and not tell them to anyone else, limit access to your computers and devices, and sign out of the Platform when you are not using it. Where we offer two-factor authentication to protect logins, we strongly recommend that you use it. We may assume that anyone using your credentials is you, and you are responsible for all actions made on the Platform using your Platform Account, except where unauthorised access to your Platform Account has occurred due to our fault;
- (e) promptly tell us upon becoming aware of, or reasonably suspecting, any unauthorised access or use of, or any illegal or unauthorised activity or security breach involving, your Platform Account or the Platform, including any loss, theft, or unauthorised disclosure or use of your username,

password, or Football Account. If you have lost or forgotten your password, you can notify us via the Platform's login page and we will send you an email to your registered email address so you can reset your password;

- (f) ensure Your Data is current and accurate at the time you provide it to us, and maintain and update Your Data as necessary to ensure it continues to remain current and accurate;
- (g) ensure that Your Data as input by you does not contain any Inappropriate Content, Viruses, any unlawful or criminal material, or any information that infringes any Intellectual Property Rights. You are responsible for the legality, appropriateness, completeness, reliability, integrity, accuracy and quality of Your Data as input by you;
- (h) have the right to provide us with Your Data for use as contemplated by this Participant Agreement and our privacy policy available at [www.footballaustralia.com.au/privacy](http://www.footballaustralia.com.au/privacy);
- (i) treat and communicate with all other users of the Platform in a respectful and courteous manner at all times;
- (j) not attempt to access, collect or store data about other users of the Platform (other than those to which you have a linked relationship through Your Account);
- (k) not do anything that stops someone else from using or enjoying the Platform; and
- (l) not attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Platform.

## **10 Warranties and liability**

- (a) Subject to paragraph (d) and section 12(c), all express or implied warranties, representations, statements, terms and conditions relating to this Participant Agreement or the Platform that are not set out in this Participant Agreement, are excluded to the maximum extent permitted by law.
- (b) Without limiting paragraph (a):
  - (i) while we try to provide a convenient and functional Platform and make every effort to ensure information and content published on the Platform is accurate and complete, we do not guarantee an uninterrupted, error free or Virus free Platform. and
  - (ii) we are not responsible for any loss, corruption or interception of data sent to or from the Platform which occurs outside of our computer systems (such as those which occur while being sent over the internet).

We recommend that you install and use up-to-date anti-virus and firewall software on your device.

- (c) The Platform may contain advertisements and links to websites operated by third parties (including Football Entities). Third party links and advertisements are independently operated by the relevant third party and are not a recommendation or endorsement by us. We are not responsible for and make no assurances in relation to the accuracy, completeness, reliability or suitability of the products and services advertised.
- (d) Nothing in this Participant Agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited. This may include the Australian Consumer Law which contains guarantees that protect the purchasers of goods and services in certain circumstances.

- (e) Clauses 4.4 and 4.5 contain provisions which relate to liability arising in connection with your Participation in Football. The following provisions apply to any liability that is not the subject of those clauses, such as liability for the technical operation of the Platform:
  - (i) subject to paragraph (d) and to the maximum extent permitted by law, our maximum aggregate liability for all claims arising under this Participant Agreement or relating to the Platform in any 12 month period, whether in contract, tort (including negligence), in equity, under statute, based on fundamental breach or breach of a fundamental term or on any other basis, is limited to the greater of:
    - (A) AUD\$100; and
    - (B) the value of the registration fees paid or payable by you in relation to that 12 month period; and
  - (ii) subject to paragraph (d) and to the maximum extent permitted by law, we are not liable for, and no measure of damages will under any circumstances include special, indirect or consequential loss or damage, whether in contract, tort (including negligence), in equity, under statute, based on fundamental breach or breach of a fundamental term or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.
- (f) We are not responsible for the conduct of any Football Entity, including (as stated in section 7.3(d)) any obligation a Football Entity may have to refund a Football Entity Registration Fee to you. Please contact the relevant Football Entity directly in relation to any such matters.
- (g) Our liability to you is diminished to the extent that your acts or omissions (or those of a third party) contribute to or cause the loss or liability.

## **11 Force Majeure**

You are not liable for a delay in paying any fees by the required time under this Participant Agreement, for so long as such delay is caused by circumstances beyond your reasonable control. We are not liable for any failure or delay in performing any of our obligations under this Participant Agreement, if such delay is caused by circumstances beyond our reasonable control. A party claiming relief under this clause 11 must notify the other promptly of the delay or failure.

## **12 General**

- (a) A failure or delay to exercise a right, power or remedy does not prevent its further exercise. No waiver of a right, power or remedy under these terms of use is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (b) Any rights in this Participant Agreement are in addition to and do not exclude or limit any other rights or remedies provided by law.
- (c) This Participant Agreement replaces all previous agreements, understandings, negotiations, representations and warranties about its subject matter and embodies the entire agreement between you and us about its subject matter. However nothing in this Participant Agreement limits or excludes any liability you or we may have for any representations or other communications (either oral or written) made outside of this Participant Agreement, where such liability cannot be limited or excluded.
- (d) If any provision (or part of a provision) of this Participant Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force. If any invalid, unenforceable or illegal provision would be valid,

enforceable or legal if some part of it were revised, the provision will apply with whatever modification is necessary to give effect to the commercial intention of you and us.

- (e) This Participant Agreement is governed by the law of New South Wales, Australia. Subject to clause 4.6, we and you submit to the non-exclusive jurisdiction of the courts sitting in New South Wales, Australia.
- (f) The term “including” and similar expressions are not words of limitation.

### 13 Definitions

Capitalised terms not otherwise defined in this Participant Agreement have the meaning set out below:

**Additional Terms:** other terms and conditions in addition to these Participant Terms that apply to your participation in Football that are on the Platform, the Football Australia Statutes available on [www.footballaustralia.com.au/governance/statutes-and-regulations](http://www.footballaustralia.com.au/governance/statutes-and-regulations), and those terms and conditions referred to in clause 4.1(a);

**Child:** any person whose registration is made or other activities are managed by a Parent Guardian, as contemplated by clause 1.3(b).

**Club:** any club registered with Football Australia in accordance with the *National Registration Status and Transfer Regulations* from time to time;

**Club Fees:** the registration fees that are imposed by a Club;

**Club Official:** any person involved with the administration, management or organisation of a Club (whether paid or unpaid), including employees, contractors, consultants, officers, directors and representatives;

**Code:** the National Code of Conduct and Ethics.

**Competition Administrators:** the entity responsible for the conduct and staging of a particular competition within the jurisdiction of Football Australia and for the avoidance of doubt, includes the Australian Professional Leagues Company Pty Ltd (ACN 646 799 199);

**District Association:** a district or regional association or zone that is a member of a Member Federation from time to time;

**Feedback:** comments, suggestions, and feedback for improvements to the Platform;

**FIFA:** Fédération Internationale de Football Association;

**Football:** the sport of association football which is governed internationally by FIFA and in Australia by us, as the recognised FIFA member association and governing body in Australia;

**Football Account:** your Football Account is one account that lets you connect with all of the Football Network in Australia;

**Football Entity:** Member Federations, District Associations, Competition Administrators and Clubs;

**Football Entity Platform Administrators:** persons appointed by the relevant Football Entities (which may include employees, contractors, consultants, officers, directors and representatives of that Football Entity) to manage that Football Entity's aspects of the Platform on behalf of that Football Entity;

**Football Entity Registration Fee:** the part of the registration fee imposed on a Participant by a Football Entity, and includes in respect of a Club, the Club Fee;

**Inappropriate Content:** content which: (i) is unlawful (including content that is defamatory, obscene, or harassing); (ii) facilitates illegal activity; (iii) depicts sexually explicit images; (iv) promotes unlawful violence; (v) infringes upon any third party's rights, including Intellectual Property Rights; (vi) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or (vii) causes damage or injury to any person or property;

**Intellectual Property Rights:** all intellectual and proprietary rights, including: registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patents, trademarks, service marks, trade names, other trade-identifying symbols, inventions, copyrights, design rights, database rights, rights in know-how, trade secrets, and any other intellectual property rights or proprietary rights arising anywhere in the world;

**Match Official:** a referee, assistance referee, video assistance referee, fourth official, match commissioner, referee inspector, selector, any person in charge of safety or any other person appointed by us, a Member Federation, or a Competition Administrator to assume authority in connection with a match staged, participated in, sanctioned by or played under the auspices of Football Australia, a Member Federation or a Competition Administrator;

**Member Federation:** state, territory or regional federation or association that is a member of Football Australia from time to time;

**National Online Registration System:** the national registration database which integrates with FIFA's systems, including those that allocate FIFA IDs in accordance with the *FIFA Regulations on the Status and Transfer of Players*;

**National Registration Fee:** the component of the Registration Fee that is imposed on a Participant by Football Australia;

**Non-Player Participant:** Club Officials, Match Officials, Team Officials and Competition Administrators;

**Parent or Guardian:** parents or guardians of Participants;

**Participant:** a Player Participant or Non-Player Participant;

**Platform Account** means your account for use on the Platform, and which is linked to your Football Account;

**Platform Features:** the various functionalities, services, and capabilities provided by the Platform;

**Player Participant:** Football players, including professional (Club) and amateur (non-Club) Football players;

**Registration Fee:** has the meaning given in clause 7.1(a).

**Registration Group:** registration as any of:

- (a) a Player Participant;
- (b) a non-Club Player Participant;
- (c) a particular program;
- (d) a Non-Player Participant; or

(e) another registration group identified in the Platform (such as a group for an event gathering);

**Registration Product:** a particular form of the game of football (a competition) under the jurisdiction of Football Australia for which a Participant registers, as set out in the Platform from time to time;

**Registration Type:** in respect of a Player Participant, a Club Player Participant or a non-Club Player Participant; are the Football-related activities or roles offered by a Football Entity to their Participants, for which Participants can register to;

**Regulation Fees:** the registration fees of the type referred to in section 7.1(a)(i);

**Team Official:** any personnel involved with the management, preparation or participation in a Club's team (whether paid or unpaid), including the coaches, managers, medical staff (including team or match day doctor), physiotherapists, gear persons and other support staff;

**Your Data:** the data and information you provide to us and/or input by you into the Platform, or have provided to us and/or input by you into any predecessor to the Platform (i.e. relating to your registrations for participation in football) and which have been migrated to the Platform by us; and

**Virus:** any thing or device (including any software, code, file or program, worm, time bomb, trap door, disabling device, automatic restraint, trojan horse, cookies, hyperlinks, contaminants, commands, or other malicious codes) which prevents, impairs or otherwise adversely affects the access to, or operation, reliability or user experience of, any computer software, hardware, network or telecommunications service, equipment or any other service or device used to provide the Platform.