

ADELAIDE STRIKERS JUNIOR MASTERCLASSES

TERMS AND CONDITIONS

By registering the Participant to participate in the Program, you agree (and agree on behalf the Participant, in your capacity as the Participant's parent or legal guardian) to be bound by these terms and conditions (including the Annexures), which form part of the Participation Agreement between you and South Australian Cricket Association Limited (ABN 44 623 135 393) (SACA).

Your completed Registration Page also forms part of the Participation Agreement between you and SACA, together with any additional terms and conditions SACA may reasonably advise from time to time.

1. Program Registration

- 1.1 You represent and warrant to SACA that you are at least 18 years of age, and that you are the parent or legal guardian of the Participant named on the Registration Page.
- 1.2 Acceptance of registration in the Program is at the discretion of SACA. SACA may reject any registration at its discretion.
- 1.3 SACA will not process any registration if the mandatory fields indicated on the Registration Page have not been satisfactorily completed.
- 1.4 Registrations for the Program are not transferable without the prior written consent of SACA.

2. Program cancellations, alterations and refund rights

- 2.1 SACA may, in its discretion, cancel your registration and the Participant's participation in the Program, without refund, if it determines that you are in breach of any term, condition or requirement of the Participation Agreement.
- 2.2 SACA may cancel or make alterations to the Program or the Program schedule or the Program location in its discretion, including, without limitation, where deemed necessary by SACA in relation to force majeure, health, safety or security concerns, weather or playing conditions or in response to a decision, recommendation or direction of any government or regulatory authority and/or Cricket Australia.
- 2.3 Refunds will only be available as specified in Annexure 1 (Refund Policy).

3. Program and venue requirements

- 3.1 At all times when attending the Program and when at the Venue you must comply, and must procure that the Participant complies, with:
 - (a) any notified health or safety precautions, directions, requirements and/or restrictions;
 - (b) the reasonable instructions or directions of any SACA or other coaching personnel; and
 - (c) any applicable Venue terms and conditions of entry or use.

- 3.2 If you or the Participant breach any requirements in clause 3.1 (as determined by SACA in its reasonable discretion), you and the Participant may be removed from the Venue and Program registration may be cancelled.

4. Parent / Guardian Acknowledgement Form (including risks and liability)

- 4.1 The Adelaide Strikers Junior Masterclass Parent / Guardian Acknowledgement Form set out in Annexure 2 contains important information about risks associated with the Program, your legal rights (and those of the Participant), limits as to SACA's liability and other important matters.
- 4.2 You agree (on your own behalf, and, to the extent permitted by law, on behalf of the Participant) to the terms and conditions set out in Annexure 2 by and upon registering the Participating for the Program through PlayHQ (including by ticking the designated acceptance box). You acknowledge and agree that you have read, understood and accept the terms and conditions contained in Annexure 2.

5. Privacy

- 5.1 By providing your personal information and the personal information of the Participant (including but not limited to information collected via the Registration Page) and by registering for the Program you acknowledge and agree that SACA and Cricket Australia collect your personal information and that of the Participant to register the Participant for the Program, to administer the Program and to communicate with you regarding the Program and regarding information and offers, to provide products and services and for the purposes, uses and disclosures set out in this clause 5 and in SACA's Privacy Policy accessible at <https://saca.com.au/about/about/policies> and the Australian Cricket Privacy Policy available at <https://www.cricket.com.au/privacy> (**Privacy Policies**). You acknowledge that it is important for you to read the Privacy Policies and understand how the personal information will be handled before registering for the Program and before the Participant participates in the Program. By providing your personal information and that of the Participant, and registering for the Program, you are confirming that you have been provided with an adequate opportunity to review and satisfy yourself of the terms of those Privacy Policies.
- 5.2 You agree that SACA and/or Cricket Australia may send you a range of cricket-related information, news and promotional marketing material, including as to products, services and events of SACA, Cricket Australia and those of their commercial and event partners and sponsors (including by way of mail, email or SMS). You can opt out of receiving promotional marketing material using one of the methods set out in the SACA Privacy Policy and/or the Australian Cricket Privacy Policy (as the case may be).

6. Use of image

- 6.1 I acknowledge and consent to photographs, television and video records and electronic images being taken of me or the Participant during the Participant's participation in the Program. I acknowledge and agree that such photographs, recordings (whether audio or visual) and electronic images are owned by SACA (including any copyright and other intellectual property rights) and SACA may use (and may authorise others including, Cricket Australia to use) the photographs, recordings and electronic images for promotional or other purposes without my further consent being necessary and for no payment, royalty or other consideration, including, without limitation, for educational, internal business and promotional purposes, in digital media, electronic communications, print media, social media and any other mediums in a manner and context which may promote SACA, its commercial or event partners and their respective events, goods or services and more generally, the sport of cricket.

7. Communications and contact details

- 7.1 You must advise SACA of any change to your contact details. SACA will not be responsible for any non-receipt of any notice by you due to any failure to keep your contact details up to date.

8. Amendment of the Participation Agreement

- 8.1 SACA may reasonably vary the terms and conditions comprising the Participation Agreement at any time in its discretion, acting reasonably.
- 8.2 SACA will give notice of any such amendments to you by email to the email address you specified on the Registration Page or in any subsequent communication we receive from you updating your contact details.

9. General

- 9.1 The Participation Agreement is governed by the laws of South Australia. You submit to the non-exclusive jurisdiction of courts exercising jurisdiction in South Australia.
- 9.2 No failure to exercise or delay in exercising any right, power or remedy by SACA under the Participation Agreement operates as a waiver.
- 9.3 Any term or condition of the Participation Agreement that is prohibited, unenforceable or otherwise invalid in any jurisdiction is ineffective and severed to the extent of the prohibition, unenforceability or invalidity. That does not invalidate or affect the remaining terms and conditions of the Participation Agreement.
- 9.4 The Participation Agreement (including the Annexures and Registration Page) is the entire agreement between SACA and you regarding its subject matter.

10. Definitions

- 10.1 Adelaide Strikers means Adelaide Strikers, a division of SACA (and any reference to Strikers has a corresponding meaning).
- 10.2 Cricket Australia means Cricket Australia (ABN 53 006 089 130) of 60 Jolimont Street, Jolimont, VIC 3002.

- 10.3 Participant means the child for whom you are a parent or legal guardian who you are registering and enrolling to participate in the Program, as named in the Registration Page.
- 10.4 Participation Agreement means these terms and conditions (including the Annexures), together with the terms and conditions included in the Registration Page and any additional or amended terms and conditions as may be reasonably notified by SACA (in writing) from time to time.
- 10.5 Privacy Policies has the meaning given in clause 5.
- 10.6 Program means the relevant Adelaide Strikers Junior Masterclass run by SACA on the dates set out in the Registration Page or as otherwise notified or rescheduled by SACA, including in accordance with this Participation Agreement.
- 10.7 Registration Fees means the fees paid by you in respect of registration of the Participant in the Program.
- 10.8 Registration Page means the relevant sign-up page within PlayHQ to register a Participant to participate in the Program or such other registration page, form or method (either electronic or paper) as nominated by the SACA and completed by you as required by the SACA from time to time.
- 10.9 SACA means South Australian Cricket Association Limited (ABN 44 623 135 393) of Level 2, Riverbank Stand, Adelaide Oval, North Adelaide SA 5006.
- 10.10 Venue means the venue at which a Program is delivered as set out in the Registration Page (or as otherwise relocated in accordance this Participation Agreement).
- 10.11 You or your means the person completing the Registration Page.

ANNEXURE 1

REFUND POLICY

Refunds for Cancellation or Rescheduling of the Program

1. As set out in clause 2.2 of the Participation Agreement, SACA may cancel or make alterations to the Program or the Program schedule or location. In the event that this occurs, and this results in the Participant being unable to attend, you will be automatically entitled to either a full or partial (pro rated) refund of the Registration Fee (depending on the number of days of the Program affected). You must apply in writing to SACA for a refund or partial refund (as applicable) in accordance with the requirements set out in clause 4 of Annexure 1 below.

Change of mind / own election / no shows

2. No refund will be available or provided for change of mind, or where you elect for the Participant not to participate in the Program (or any part) due to adverse weather or playing conditions or other reasons (in circumstances where the Program has not otherwise been cancelled, rescheduled or relocated by SACA) or where the Participant fails to show up for and attend the scheduled Program for which they have been registered.

Refunds in special circumstances

3. SACA acknowledges that individual special circumstances may arise (including, without limitation medical, injury-related or compassionate circumstances). An application for a refund or partial refund on the grounds of special circumstances may be made in writing to SACA in accordance with the requirements set out in clause 4 of Annexure 1 below. Such applications will be considered by SACA on a case by case basis and determined at SACA's reasonable discretion (having regard to the relevant cited special circumstances). All applications for a refund (in whole or part) due to special circumstances must be submitted with reasons and attach any relevant supporting documentation/evidence.

How to apply for a refund

4. Refunds must be requested and applied for within seven (7) days of the original scheduled date of the Program, so far as feasible. Please email SACA (the Strikers Junior Masterclass team) at hknowles@saca.com.au, including the following information:

- (a) your full name, and the full name of the Participant;
- (b) your email address;
- (c) your phone number;
- (d) the Participant's date of birth;
- (e) the Program location (as originally scheduled at the time of registration); and
- (f) the grounds or basis on which a refund is requested.

If/where the refund is sought on the basis of special circumstances, please provide reasons or outline the circumstances and provide / attach supporting evidence/documentation.

5. If your refund request is approved by SACA, your refund will be processed within twenty (20) business days.

General requirements / conditions

6. SACA will not refund any fees or charges paid in addition to the Registration Fees or any applicable Play HQ processing or administration fees (including, for example, any service/delivery fee, merchant charges or other foreign exchange charges). No interest or costs will be payable in respect of any monies refunded.
7. SACA will not be liable for any associated costs, expenses or loss (including, without limitation, any indirect and/or consequential loss) incurred in connection with any cancellation or rescheduling of the Program (or a part of the Program).
8. SACA is not responsible for charges incurred by you from your bank (or any other third-party charges).

ANNEXURE 2

ADELAIDE STRIKERS JUNIOR MASTERCLASS - PARENT/GUARDIAN ACKNOWLEDGEMENT

IN CONSIDERATION OF THE PARTICIPANT BEING PERMITTED TO PARTICIPATE IN THE CRICKET ACTIVITIES, I, ON BEHALF OF THE PARTICIPANT (TO THE EXTENT PERMITTED BY LAW) AND IN MY OWN RIGHT, ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

Definitions and interpretation

1. In these terms:

- (a) **"Claim"** includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising, including negligence.
- (b) **"Cricket Activities"** means the Program and all associated activities organised by or on behalf of SACA, Cricket Australia (if applicable) and any Event Partner(s) (if applicable) whereby the Participant participates in cricket, sporting or other physical games or activities or events.
- (c) **"Cricket Australia"** means Cricket Australia ABN 53 006 089 130, its employees, contractors, agents, directors, officers and volunteers in connection with the Cricket Activities.
- (d) **"Event Partner"** means any relevant notified SACA or Cricket Australia commercial partner sponsoring, promoting or conducting the Cricket Activities (if applicable).
- (e) **"Participant"** means the person named in the Program Registration Page and 'Declaration' section at the end of these terms.
- (f) **"SACA"** means South Australian Cricket Association Limited ABN 44 623 135 393, its employees, contractors, agents, directors, officers and volunteers in connection with the Cricket Activities.
- (g) The meaning of general words is not limited by specific examples introduced by *including, for example, such as* or similar expressions.
- (h) Nothing in these terms is to be interpreted against SACA solely on the ground that SACA put forward these terms or any part of them.
- (i) If any provision of these terms is held to be invalid or unenforceable in any way, it will be severed, and the remaining provisions will remain unaffected and in full force and effect.

Disclosure

2. I declare that the Participant is medically and physically fit and able to participate in the Cricket Activities. I acknowledge that before the Participant participates in the Cricket Activities, I must, and I agree that I will, disclose any pre-existing medical or other condition that may affect the risk that either the Participant or any other person will suffer injury, loss or damage. For example, I will disclose if the Participant:
- (a) is prescribed medication which may impair their reaction time or judgement;
 - (b) has at any time suffered any blackout, convulsion, dizzy spells, fainting or seizure;
or
 - (c) is presently receiving treatment for any condition, disorder, illness or injury which would render it unsafe for them to take part in the Cricket Activities.

If the declaration about the Participant's medical or physical fitness can no longer be made on the date the Participant undertakes the Cricket Activities, I will inform SACA on arrival and before the Participant participates in any Cricket Activities.

3. I acknowledge that SACA relies on information provided by me and the Participant and that all such information is accurate and complete.
4. I agree to report, or ensure that the Participant reports, any accidents, injuries, loss or damage the Participant suffers during any Cricket Activities to SACA before I or the Participant leave any relevant venue following any Cricket Activities.

Assumption of risk

5. I acknowledge that the Cricket Activities are inherently dangerous. I recognise that there are risks specifically associated with Cricket Activities which include injury, permanent disability, paralysis and death, resulting from a variety of circumstances including obvious risks arising from:
 - (a) being struck with a cricket ball or other cricket equipment;
 - (b) the misuse of equipment such as cricket balls, cricket bats or wickets;
 - (c) the misuse of protective gear such as helmets, mouthguards or shin guards;
 - (d) the misuse of facilities such as netting in practice nets or bowling machines;
 - (e) the effect of any weather events or hazards, such as rain, lightning, extreme heat and the effects of the sun, including dehydration, heat exhaustion, heatstroke and sun damage;
 - (f) objects on the ground, field, wicket or playing surface;
 - (g) the potential for injury from undertaking the activity itself, such as sprains, strains, fractures, bruising and open wounds from bowling, batting and catching; back and shoulder injuries from bowling; trips and falls, including from sliding stops;
 - (h) from the acts of others; and
 - (i) from the unavailability of emergency medical care.
6. I acknowledge that accidents can and often do happen which may result in the Participant being injured or even killed.
7. To the maximum extent permitted by law, I agree that the Participant will participate in the Cricket Activities exclusively at the Participant's own risk and I acknowledge that the Participant has the option, whether at my or their own election, of not participating or withdrawing from the Cricket Activities at any time.

Safety

8. I agree to follow, and to ensure that the Participant follows, any rules and directions and any safety / protective equipment requirements (including use of helmets) set by SACA (or Cricket Australia, where relevant) in connection with any Cricket Activities (whether announced on the day or otherwise).
9. If I or the Participant fail to comply with SACA's (or Cricket Australia's, where relevant) rules and/or directions, the Participant will not be permitted to commence or continue their participation in the Cricket Activities.
10. I am responsible for organising transportation of the Participant to and from the location

of the Cricket Activities and indemnify SACA for all liability and costs associated with my failure to arrange for the prompt collection of the Participant after the designated finish time of the Cricket Activities.

Release and indemnity

11. In my own right, and to the maximum extent permitted by law, I on behalf of the Participant:
- (a) release and will release SACA, Cricket Australia and the relevant Event Partner(s) from all Claims that I or the Participant may have or may have had but for this release arising from or in connection with the Participant's participation in the Cricket Activities; and
 - (b) indemnify and will keep indemnified SACA, Cricket Australia and the relevant Event Partner(s) in respect of any Claim by any person:
 - i. arising from or in connection with the Participant's participation in the Cricket Activities; and
 - ii. against SACA, Cricket Australia or the relevant Event Partner(s) in respect of any injury, loss or damage arising out of or in connection with the Participant's participation in the Cricket Activities,
- except and to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the negligent acts or omissions of SACA, Cricket Australia or the relevant Event Partner(s). For the avoidance of doubt, nothing in this clause 12 purports to indemnify, or have the effect of indemnifying SACA, Cricket Australia or the relevant Event Partner(s) in relation to any liability that may not be excluded, restricted or modified under the *Fair Trading Act 1987*, or any other legislation or law.
12. I agree and acknowledge that, to the extent permitted by law, neither SACA, Cricket Australia nor the relevant Event Partner(s) shall be liable for any injury, loss or damage the Participant or I suffer which arises from or in connection with the Participant's participation in the Cricket Activities, insofar as the risks of that injury, loss or damage have been voluntarily assumed.
13. If the Participant suffers any injury or illness, I agree that SACA or Cricket Australia may provide such evacuation, first aid and/or medical treatment which is considered in either of their opinions to be advisable before, during or after the Cricket Activities (including ambulance transportation) at my expense and that my acceptance of these terms constitutes my consent to such evacuation, first aid and/or medical treatment on behalf of the Participant and in my own right. I indemnify and keep indemnified SACA and Cricket Australia for all costs incurred as a result.

Exclusion, restriction or modification of your rights

Form 1 – Recreational services – Exclusion, restriction or modification of rights under the Australian Consumer Law

14. YOUR RIGHTS: Under sections 60 and 61 of the *Australian Consumer Law (SA)*, if a person in trade or commerce supplies you with services (including recreational services¹), there is:
- i. a statutory guarantee that those services will be rendered with due care and skill; and
 - ii. a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
 - iii. a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

EXCLUDING, RESTRICTING OR MODIFYING YOUR RIGHTS: Under section 42 of the *Fair Trading Act 1987*, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a **third party consumer**). If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury².

IMPORTANT: You do not have to agree to exclude, restrict or modify your rights by signing this form. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form. Even if you sign this form, you may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

AGREEMENT TO EXCLUDE, RESTRICT OR MODIFY YOUR RIGHTS: I agree that the liability of South Australian Cricket Association Limited ABN 44 623 135 393 or Cricket Australia ABN 53 006 089 130 for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded, restricted or modified as set out in this form.

DEFINITIONS:

- 1. Recreational services are services that consist of participation in:
 - a sporting activity or similar leisure-time pursuit; or
 - any other activity that involves a significant degree of physical exertion or risk and is undertaken
- 2. Personal injury is bodily injury and includes mental and nervous shock and

FURTHER INFORMATION: Further information about your rights can be found at www.ocba.sa.gov.au

Use of image

15. I acknowledge and consent to photographs, television and video records, and electronic images being taken of me or the Participant during the Participant's participation in any Cricket Activities. I acknowledge and agree that such photographs, recordings (whether audio or visual) and electronic images are owned by SACA and SACA may use (and may authorise others including, Cricket Australia to use) the photographs, recordings and electronic images for promotional or other purposes without my further consent being necessary and for no payment or other consideration.

Privacy

16. I agree that my and the Participant's personal information is collected by SACA to register the Participant for the Program, and for the purposes, including the uses and disclosures of my or the Participant's personal information, as set out in the SACA Privacy Policy accessible at <https://saca.com.au/about/about/policies>. I acknowledge that it is important for me to read the Privacy Policy and understand how the personal information will be handled, before the Participant participates in the Cricket Activities.

Declaration

I am the parent or guardian of the Participant named in the Registration Page. I have read, understood, acknowledge and agree to the terms set out in this document (including the Form 1 - Recreational services – Exclusion, restriction or modification of rights under the *Australian Consumer Law*) and that this forms part of any contract with SACA and Cricket Australia and any relevant notified Event Partner(s). I authorise and consent to the Participant participating in the Cricket Activities. I expressly agree to be responsible for the Participant's behaviour and, to the maximum extent permitted by law, agree to accept in my capacity as parent or guardian of the Participant the terms set out in this document.