

MELBOURNE UNITED BASKETBALL ACADEMY TERMS & CONDITIONS

By completing the enrolment of the participant into the Melbourne United Basketball (**Club**) Melbourne United Basketball Academy MUBA or Training Program (**MUBA**), You, as the parent or guardian and/or the participant (jointly and severally, where appropriate) agree to the terms and conditions outlined in this document, which, together with other registration forms and participation documentation, forms a legally binding agreement between the Club and You (**Agreement**). ('You' and 'I' may be used interchangeably and refer to the participant in the MUBA and or the parent or guardian of the participant if the participant is under the age of 18 years old, for whom or on whose behalf You as a parent or guardian is accepting these terms and conditions, as appropriate.)

Privacy

By registering for a MUBA, You agree to be added to the Club electronic database and receive information relating to the Club and basketball related information including products, services and future activities or events and the Club may also share or disclose your personal information to third parties for these purposes and for any other reasonably expected purpose relating to the operation of the MUBA or otherwise required by law.

If You do not wish to receive any such notifications you must notify us in writing via email at: community@melbourneutd.com.au or via post at: PO Box 3, MSAC, 30 Aughtie Drive, Albert Park 3206.

The Club further collects your personal information (including any relevant health information You provide when You register or that we may collect during the event) to:

- process your registration;
- organise, promote, operate and facilitate your safe participation;
- compile and maintain records and a database of participants; and
- comply with the Club's legal obligations and exercise its rights in running the MUBA.

The personal information the Club collects will be handled in accordance with its Privacy Policy which may be viewed at:

<https://nbl-com-au.s3.amazonaws.com/uploads/sites/6/2017/01/Privacy-Collection-Statement-Melbourne-United.pdf>.

The Privacy Policy also explains how to contact us, how to request access to and correct the personal information we hold, how to make a privacy complaint, how we deal with such complaints and how to opt out of receiving emails from the Club and in accordance with the *Privacy Act 1988* (Cth).

Young participants

If You are under the age of 18, the Club will not without the consent of Your parent or legal guardian, accept your registration and participation in the MUBA or knowingly collect Your personal information. When Your personal information is collected, your parent or legal guardian must:

- be authorised to provide Your personal information including required health information;
- inform the participant of this Privacy Notice and our Privacy Policy; and
- make the participant aware that they may contact the Club if they do not wish to share their personal information with the Club.

If You do not provide all the personal information we request or You do not consent to the Club collecting or using the information as described above, the Club may at its sole discretion refuse Your participation in the MUBA.

Pursuant to the Risk Waiver and Warning, Release and Indemnity, and Bar to Proceedings set out in summary here and in detail further below, I confirm that:

- I am sufficiently fit for and am not suffering from any health problems or injuries which will be exacerbated by such activity;
- I recognise that basketball can be an activity with a risk of personal injury and I am aware of and accept such risk and will be responsible for my own actions and involvement in this activity; and
- I unconditionally acknowledge that I am participating in the MUBA at my own will and choice and accept all risks associated with participating;

I agree to indemnify and release to extent permitted by law, the Club (its directors, agents, officers, related parties, employees, contractors and assigns) and/or any medical staff provided by the Club from any and all loss, injury, damage or theft of property, suffered as a result of my participation at the MUBA.

Participation

To register for the MUBA you must register online at the Club website. The number of participants at each MUBA is restricted based on the number of courts available at each stadium. The first enrolments received will be given priority enrolment for their preferred MUBA.

Payments

Payment must be made by credit card prior to the first day of MUBA. Any other form of payment will not be accepted.

The cost for each child to participate in a MUBA is a set prescribed fee as provided upon booking. If the child fails to participate in whole or part in the MUBA there will be no refunds issued whatsoever either in part or full. Once the booking has been made payment is non-refundable.

Medical Attention

You consent for the person in charge at the MUBA to seek any medical attention for You if required. If an ambulance is required to be called for You by the Club, the cost of the ambulance and any resulting medical treatment will be at Your expense.

Child Safety Policy

The Club is committed to the safety of all children participating in the MUBA. To view the Club's Child Safety Policy, please visit: <https://nblcdn.com.au/s/mu-child-safety-policy-final-2020.pdf>.

Behaviour Policy

You agree to the Club Behaviour Policy.

The Club aims to provide a welcoming and safe environment and foster a positive and supportive learning environment. The Club is committed to the safety and wellbeing of all. To ensure a safe and supportive environment is provided the following behaviour is expected from all participants:

- Be respectful to fellow participants and treat them as they would like to be treated;
- Be respectful towards staff and coaches by following and listening to instructions and playing by the rules;
- Be a good sport and applaud good displays by fellow participants or say, "well done";
- Refrain from swearing, hurtful language and aggressive or bullying behaviour as this will not be tolerated;
- Be respectful towards fellow participants personal property, MUBA equipment and venue facilities; and
- Be your best and have fun.

If a participant does not adhere to this behaviour policy or otherwise demonstrates inappropriate behaviour, the Club staff/coach will notify parents accordingly and where appropriate provide a suitable warning.

To ensure the safety and wellbeing of all participants, the Club maintains the right to instigate disciplinary action. This will depend on the severity of the case and may involve anything from sitting some time on the sideline to an apology to being removed from the MUBA.

Images, Video and Sound

You agree to allow the Club to use of any of Your images or likeness, taken during the MUBA to be used in future marketing or promotions for the Club.

Should You not wish any of Your images or likeness to be used, please notify the Club in writing via email at: community@melbourneutd.com.au or via post at: PO Box 3, MSAC, 30 Aughtie Drive, Albert Park 3206.

Variation and Assignment

You agree that these terms and conditions can only be varied by the Club.

Parents & Guardians

Parents and/or Guardians of minor children act at all times on behalf of the minor participant in binding them to these terms and conditions and the Agreement and also accept the terms and conditions and the Agreement themselves on the understanding, acknowledgement, and agreement that while the minor participates in the MUBA, they do so at all times under the Parent/Guardian's

ultimate supervision and that the Parent(s) and/or Guardian(s) are ultimately responsible for the care and safety of any minor child participating in the MUBA.

Risk Warning & Waiver

- a) **Warning under the *Australian Consumer Law and Fair Trading Act 2012*:** For recreational services to which the Australian Consumer Law (Victoria) applies:
- i. Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the Club is required to ensure that the recreational services it supplies to you:
 - 1) are rendered with due care and skill; and
 - 2) are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
 - 3) might reasonably be expected to achieve any result you have made known to the supplier.
- b) **Waiver under the *Australian Consumer Law and Fair Trading Act 2012*:** For recreational services to which the Australian Consumer Law (Victoria) applies:
- i. Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012*, the Club is entitled to ask you to agree that these statutory guarantees do not apply to You. By agreeing to these terms and conditions and completing enrolment in the MUBA, You will be agreeing that your rights to sue the Club under the *Australian Consumer Law and Fair Trading Act 2012* if You are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.
 - ii. NOTE: The change to Your rights, as set out in this form, does not apply if Your death or injury is due to gross negligence on the Club's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.
- c) **Additional Warning, or in other circumstances:**
- i. Further, or in the alternative, such as in other circumstances, You acknowledge that You/the minor under Your care's participation in the MUBA commissioned by the Club may be inherently dangerous and may involve risk.
 - ii. You acknowledge and understand that there are risks specifically associated with recreational activities and participation in the MUBA and accidents can and often do happen which may result in personal injury, death, or property damage.
 - iii. Prior to participation in the MUBA You will ensure that I You are aware of all the risks involved, including those associated with any health condition You/the minor under Your care may have.

- iv. By agreeing to these terms and conditions, You acknowledge, agree, and understand that participation in the MUBA may involve risk.
- v. You agree and undertake such risk voluntarily and at Your/the minor under Your care's own risk.
- vi. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation.

d) Additional Waiver, or under the Australian Consumer Law (Schedule 2 to the *Competition and Consumer Act 2010 (Cth)*):

- i. Further or in the alternative, by agreeing to these Terms and Conditions, You agree that Your rights/the rights of a person for whom or on whose behalf You are accepting to sue the Club and/or any third party supplier commissioned by the Club in relation to the MUBA because the related services or recreational activities provided were not in accordance with the guarantees are excluded, restricted, or modified as set out below:
- ii. By agreeing to these Terms and Conditions, You agree that the liability of the Club and/or any third party supplier commissioned by the Club in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010 (Cth)* and the Australian Consumer law) for any:
 - 1) death;
 - 2) physical or mental injury (including the aggravation, acceleration, or recurrence of such an injury);
 - 3) the contraction, aggravation, or acceleration of a disease;
 - 4) the coming into existence, the aggravation, acceleration, or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - I. that is or may be harmful or disadvantageous to You/the minor under Your care or the community; or
 - II. that may result in harm or disadvantage to You/the minor under Your care or the community, that may be suffered by You/the minor under Your care resulting from the MUBA or recreational activities associated with same; is excluded and the application of any express or implied term that any relating services will be provided with due care and skill is hereby excluded.

Release and Indemnity

In consideration of the Club accepting Your participation in the MUBA, to the extent permitted by law, You release and forever discharge the Club and/or any third party supplier commissioned by the Club in relation to recreational services (jointly and severally) from all claims that You may have or may have had but for this release arising from or in connection with Your/the minor under Your care's participation in the MUBA.

Bar to Proceedings

You acknowledge and agree that the Club and/or any third party supplier may plead these terms and conditions as incorporated into Your acceptance of the Agreement as a bar to proceedings now or in the future commenced by You.

Governing Law

These terms and conditions will be governed by the laws of the State of Victoria.