

## National Terms and Conditions of Registration for Participants

I declare that I have read and understood, and agree to be bound by, these Terms and Conditions and the associated Code of Conduct set out below and that the statements made, and details provided, in the registration form are true and correct.

I acknowledge that completing and submitting an application for registration does not infer that registration will be granted to the Participant and the State Body, the League and the Club reserve the right to refuse an application for registration without explanation.

### Definitions

For the purpose of these Terms and Conditions the following words are defined as follows:

**AFL** means the Australian Football League (ACN 004 155 211;

**Australian Football** means the game played in accordance with the Laws of Australian Football;

**Australian Football Bodies** mean all bodies in Australia that are responsible for administering the game of Australian Football including those at the grassroots level, the state level and the national level;

**Club** means the club for which the Participant is registering to play, coach and/or hold an administrative and/or executive position;

**Laws of Australian Football** means the laws of the game of Australian football as published by the AFL;

**League** means the league of Australian Football in which the Club is a member;

**Participant** means the person who has registered on this form or the person, on whose behalf, a parent or guardian is registering; and

**State Body** means the relevant governing State or Territory Australian Football Body responsible for the administration of the Australian Football competition in which the Participant's Club and League participates as follows:

- (a) AFL NSW/ACT;
- (b) AFL Queensland;
- (c) AFL Northern Territory;
- (d) AFL Tasmania;
- (e) AFL Victoria;
- (f) South Australian National Football League; or
- (g) West Australian Football Commission.

### Interpretation

In these Terms and Conditions:

A reference to the singular includes the plural and vice versa; and

If any provision of these Terms and Conditions is or becomes wholly or partly invalid or unenforceable then, from the date of the invalidity or unenforceability:

- (a) if the offending provision can be read down to make it valid and enforceable without materially changing its effect, it must be read down to the extent necessary to achieve that result; and
- (b) otherwise the offending provision must be severed from these Terms and Conditions and the remaining provisions will operate as if the severed provision had not been included.

## **Rules, Regulations and Policies**

By agreeing to these Terms and Conditions the Participant:

- (a) agrees to be bound by:
  - (i) the rules, regulations, by-laws and policies of the Club (unless such rules, regulations, by-laws or policies are inconsistent with any of the documents or determinations referred to in (ii) - (iii) below);
  - (ii) the rules, regulations, by-laws and policies of, and any determination of the board of the League;
  - (iii) the rules, regulations, by-laws and policies of, or approved or adopted by the State Body (including without limitation the 'National Player Transfer Regulations', the 'National Deregistration Policy' and the 'Parents and Supporter Code of Conduct') and any determination of the board of the State Body; and
  - (iv) the Laws of Australian Football, as they are presently constituted and as amended or determined from time to time (**Rules, Regulations, Policies and Determinations**) and, to the extent of any inconsistency between the different Rules, Regulations, Policies and Determinations listed in items (i) - (iv) above, the inconsistency shall be resolved by giving priority to the Rules, Regulations, Policies and Determinations in item (iii), then item (ii), and then item (i) to the extent of the inconsistency;
- (b) acknowledges that a failure to adhere to the Rules, Regulations, Policies and Determinations may result in the Participant being de-registered; and
- (c) acknowledges that the Participant may inspect copies of the Rules, Regulations, Policies and Determinations and the Laws of Australian Football upon request to the relevant Australian Football Bodies.

## **Assumption of Risk**

By agreeing to the conditions set out in these Terms and Conditions, the Participant acknowledges and agrees that:

- Australian Football is a body contact sport in which physical injury may occur from time to time and, based on this understanding, he or she is none the less desirous of playing, coaching and/or administering Australian Football; and
- the Participant takes upon themselves the risk (both physical and legal) of injury arising in the course of training for and/or participating in the game of Australian Football.

## **Limitation of Liability and Release**

The Participant acknowledges and agrees that:

- by accepting to bear the inherent risks of participating in Australian Football, the Participant will not bring any claim or proceeding against an Australian Football Body for any damage, loss or injury whatsoever that they may suffer from participation in Australian Football;

- to the extent permitted by law, an Australian Football Body's liability to the Participant is limited to the Participant's Club or League supplying any services to which the Participant is entitled in accordance with these Terms and Conditions; and
- the Participant understands that as a registered person participating in an Australian Football competition they may be entitled to certain sports injury insurance benefits subject to the terms of insurance applicable to the relevant Australian Football Body.

## Images and Likeness

By agreeing to these Terms and Conditions the Participant:

(a) consents to the AFL, the State Body, the Club, the League and their affiliates and corporate and community partners (**Relevant Football Bodies**) taking, recording and using footage, film, video, images, photographs and audio which may feature the Participant (**Footage**) and using the name, likeness, reputation and identity of the Participant (**Likeness**) in connection with:

1. the advertising, promotion and marketing of the Relevant Football Bodies and Australian Football;
  2. training and education purposes; and
  3. competition management and administrative purposes (such as in disciplinary tribunal hearings); and
- promotion by the AFL's and the State Body's corporate and community partners (including by way of publishing, republishing or transmitting the Footage in any medium throughout the world);

(b) consents to the Relevant Football Bodies doing, or omitting to do, anything contemplated in item (a) above that would otherwise be an infringement of the Participant's moral rights;

(c) understands and acknowledges that the Footage may be altered, edited or modified in any manner determined by the Relevant Football Bodies and hereby waives any right that the Participant may have to inspect or approve the alteration, edit or modification of any Footage or any use to which any Footage may be made; and

(d) releases the Relevant Football Bodies from any loss, liability, damage, claims or remuneration, foreseen or unforeseen, incurred by the Participant in connection with any use of the Footage or Likeness.

For the avoidance of doubt, by agreeing to these Terms and Conditions the Participant irrevocably consents to the use of Participant's Footage and Likeness for competition management and administrative purposes.

## Registration of Participants Under 18 Years of Age

Where the Participant is under 18 years of age, by completing this registration application, the parent or guardian of the Participant:

(a) acknowledges that he or she has read and understood and explained the contents of this registration application and the Terms and Conditions (including the Code of Conduct) to the Participant;

(b) consents to the Participant participating in Australian Football matches, training and events for or in connection with the State Body, the Club and League, subject to the Terms and Conditions in this registration application; and

(c) declares that the statements made, and information provided, in the registration application are true and correct.

## Privacy Acknowledgement and Consent

In connection with the application for registration, any registration of the Participant and any other services to the Participant, the AFL and the State Body may collect, hold, use and disclose personal information, in accordance with the Australian Football Privacy Policy which is available at: <http://www.aflcommunity.com.au/index.php?id=189> (Privacy Policy).

The Privacy Policy sets out how the AFL, State Bodies and the other entities named in the Privacy Policy as "Australian Football Bodies" will collect, hold, use, disclose and otherwise manage personal information in accordance with the Privacy Act 1988 (Cth) (Privacy Act) and the 13 Australian Privacy Principles (APPs) in the Privacy Act.

The individual(s) about whom an Australian Football Body may need to collect, hold, use and disclose personal information may include the Participant, the Participant's parent and guardian or any other individuals relevant to the Participant's application for registration (Relevant Individuals). In particular an Australian Football Body may require personal information about Relevant Individuals for the purposes set out in the Privacy Policy, including the purposes of processing the Participant's request for participation and registration and to facilitate administration and evaluation of Australian Football competitions.

An Australian Football Body may also disclose a Relevant Individual's personal information to the Australian Football Body's related bodies corporate, professional advisors, business partners, contractors, consultants, insurers, third party service providers that assist the Australian Football Body with the provision or management of goods, services or administrative requirements, entities that may have an interest in the Australian Football Body, regulatory bodies and any other person or entity set out in the Privacy Policy or otherwise authorised by the Relevant Individual or law.

If a Relevant Individual does not provide the personal information as requested, the relevant Australian Football Body may not be able to consider the application for registration or otherwise provide goods and/or services to the Participant. Relevant Individuals who have any concerns about the Australian Football Bodies' handling of their personal information can direct those concerns to the AFL's Privacy Officer (by email at [privacy.officer@afl.com.au](mailto:privacy.officer@afl.com.au)) or in accordance with the Privacy Policy. The Privacy Policy contains details of how Relevant Individuals can request access to, or correction of, personal information held about them by the Australian Football Bodies, or otherwise make complaints or inquiries with respect to the handling of their personal information by the Australian Football Bodies.

By agreeing to these Terms and Conditions the Participant and Relevant Individuals acknowledge they have read and understood the Privacy Policy and consent to the Australian Football Bodies:

- (a) collecting their personal information including for the purposes of assessing this application;
- (b) using and/or disclosing their personal information obtained as a result of or in connection with enquiries made for the purposes of assessing this application; and
- (c) collecting, holding, using and/or disclosing personal information otherwise in accordance with the Privacy Policy, the Privacy Act, the APPs or other applicable law.

## Code of Conduct

The Participant understands and agrees to:

- (a) participate in matches in accordance with the Laws of Australian Football;
- (b) respect the spirit of the Laws of Australian Football and fair play, and behave accordingly;
- (c) display and foster respect for umpires, opponents, coaches, administrators, officials, parents and spectators;
- (d) never argue with or dispute a decision of an official. If a Participant disagrees with a decision, they should deal with their dispute in accordance with the relevant Rules, Regulations, Policies and Determinations;
- (e) control their emotions, and not engage in verbal abuse of officials, sledging players and/or coaches or behaviour that deliberately distracts or provokes an opponent;
- (f) comply with the National Member Protection Policy;
- (g) never engage in any type of violence either on or off the field;
- (h) contribute to a safe sporting environment and respectful culture which is accepting of individual differences, and behave accordingly;
- (i) co-operate with their Club officials, coaches and team-mates;
- (j) participate for their own enjoyment and benefit and for the enjoyment and benefit of their teammates, coaches and Club officials;
- (k) respect the rights, dignity and worth of all participants regardless of gender, ability, sexual orientation, cultural background or religion;
- (l) not behave in any way so as to bring the Participant, Australian Football, the AFL, the State Body, the League or the Club into disrepute;
- (m) not engage in conduct that is (in the State Body's reasonable opinion), unethical, unbecoming or likely to cause harm to the reputation of the Participant, the AFL, the State Body, the League, the Club or Australian Football;
- (n) not take part in any form of bullying including via the use of social media;
- (o) use appropriately the facilities and equipment made available for administration, coaching, training, matches and events, including facilities provided by the opposing teams;
- (p) comply with and observe in the AFL Anti-Doping and any relevant Illicit Drugs policies; and
- (q) be responsible for their actions.

#### **AFL Victoria Terms and Conditions of Registration for Participants**

I declare that I have read and understood, and agree to be bound by, these Terms and Conditions and the associated Code of Conduct set out below and that the statements made, and details provided, in the registration form are true and correct.

I acknowledge that completing and submitting an application for registration does not infer that registration will be granted to the Participant and AFL Victoria, the League, Region Commission (as applicable) and the Club reserve the right to refuse an application for registration without explanation.

#### **Definitions**

For the purpose of these Terms and Conditions the following words are defined as follows:

**AFL** means the Australian Football League (ACN 004 155 211;

**AFL Victoria** means Australian Football League (Victoria) Limited;

**Australian Football** means the game played in accordance with the Laws of Australian Football;

**Australian Football Bodies** mean all bodies in Australia that are responsible for administering the game of Australian Football including those at the grassroots level, the state level and the national level;

**Club** means the club for which the Participant is registering to play, coach and/or hold an administrative and/or executive position;

**Laws of Australian Football** means the Laws of the Game as published by the Australian Football League;

**League** means the league of Australian Football in which the Club is a member;

**Participant** means the person who has registered on this form or the person, on whose behalf, a parent or guardian is registering;

**Region Commission** means an organisation that:

- (a) is affiliated with AFL Victoria as a region commission; and
- (b) which the League is a member of and/or affiliated with.

## Interpretation

In these Terms and Conditions:

A reference to the singular includes the plural and vice versa; and

If any provision of these Terms and Conditions is or becomes wholly or partly invalid or unenforceable then, from the date of the invalidity or unenforceability:

- (a) if the offending provision can be read down to make it valid and enforceable without materially changing its effect, it must be read down to the extent necessary to achieve that result; and
- (b) otherwise the offending provision must be severed from these Terms and Conditions and the remaining provisions will operate as if the severed provision had not been included.

## Rules, Regulations and Policies

By agreeing to these Terms and Conditions the Participant:

- (a) agrees to be bound by:
  - (i) the rules, regulations, by-laws and policies of the Club (unless such rules, regulations, by-laws or policies are inconsistent with any of the documents or determinations referred to in (ii) - (v) below);
  - (ii) the rules, regulations, by-laws and policies of, and any determination of the board of, the League;
  - (iii) the rules, regulations, by-laws and policies of, and any determination of the board of any relevant Region Commission (as applicable);
  - (iv) the rules, regulations, by-laws and policies of, or approved or adopted by, AFL Victoria (including without limitation the 'AFL Victoria Country Rules and Regulations', the 'National Player Transfer Regulations', the 'National Deregistration Policy' and 'Parents and Supporter Code of Conduct') and any determination of the board of AFL Victoria; and
  - (v) the Laws of Australian Football,

as they are presently constituted and as amended or determined from time to time (Rules, Regulations, Policies and Determinations) and, to the extent of any inconsistency between the different Rules, Regulations, Policies and Determinations listed in items (i) - (iv) above, the inconsistency shall be resolved by giving priority to the Rules, Regulations, Policies and Determinations in item (iv), then item (iii), then item (ii) and then item (i) to the extent of the inconsistency;

(b) acknowledges that a failure to adhere to the Rules, Regulations, Policies and Determinations may result in the Participant being de-registered; and

(c) acknowledges that the Participant may inspect copies of the Rules, Regulations, Policies and Determinations the Laws of Australian Football upon request to the relevant Australian Football Bodies.

### Assumption of Risk

By agreeing to the conditions set out in these Terms and Conditions, the Participant acknowledges and agrees that:

- Australian Football is a body contact sport in which physical injury may occur from time to time and, based on this understanding, he or she is none the less desirous of playing, coaching and/or administering Australian Football; and
- the Participant takes upon themselves the risk (both physical and legal) of injury arising in the course of training for or participating in the game of Australian Football.

### Limitation of Liability and Release

The Participant acknowledges and agrees that:

- by accepting to bear the inherent risks of participating in Australian Football, the Participant will not bring any claim or proceeding against an Australian Football Body for any damage, loss or injury whatsoever that they may suffer from participation in Australian Football;
- to the extent permitted by law, an Australian Football Body's liability to the Participant is limited to the Participant's Club or League supplying any services to which the Participant is entitled in accordance with these Terms and Conditions; and
- the Participant understands that as a registered player participating in an Australian Football competition they may be entitled to certain sports injury insurance benefits subject to the terms of insurance applicable to the relevant Australian Football Body.

### Images and Likeness

By agreeing to these Terms and Conditions the Participant:

- (a) consents to AFL, AFL Victoria, any relevant Region Commission, the Club, the League and their affiliates and corporate and community partners **(Relevant Football Bodies)** taking, recording and using footage, film, video, images, photographs and audio which may feature the Participant, **(Footage)** and using the name, likeness, reputation and identity of the Participant **(Likeness)** in connection with:
- a. the advertising, promotion and marketing of the Relevant Football Bodies and Australian Football;
  - b. training and education purposes;
  - c. competition management and administrative purposes (such as in disciplinary tribunal hearings); and

- d. promotion by the AFL's and the AFL Victoria's corporate and community partners (including by way of publishing, republishing or transmitting the Footage in any medium throughout the world);
- (b) consents to the Relevant Football Bodies doing, or omitting to do, anything contemplated in item (a) above that would otherwise be an infringement of the Participant's moral rights;
- (c) understands and acknowledges that the Footage may be altered, edited or modified in any manner determined by the Relevant Football Bodies and hereby waives any right that the Participant may have to inspect or approve the alteration, edit or modification of any Footage or any use to which any Footage may be made; and
- (d) releases the Relevant Football Bodies from any loss, liability, damage, claims or remuneration, foreseen or unforeseen, incurred by the Participant in connection with any use of the Footage or Likeness.

For the avoidance of doubt, by agreeing to these Terms and Conditions Participant irrevocably consents to the use of Participant's Footage and Likeness for competition management and administrative purposes.

### **Registration of Participant's Under 18 Years of Age**

Where the Participant is under 18 years of age, by completing this registration application, the parent or guardian of the Participant:

- (a) acknowledges that he or she has read and understood and explained the contents of this registration application and the Terms and Conditions (including the Code of Conduct) to the Participant;
- (b) consents to the Participant participating in Australian Football matches, training and events for or in connection with the Club and League, subject to the Terms and Conditions in this registration application; and
- (c) declares that the statements made, and information provided, in the registration application are true and correct.

### **Privacy Acknowledgement and Consent**

In connection with the application for registration, any registration of the Participant and any other services to the Participant, AFL Victoria may collect, hold, use and disclose personal information, in accordance with the Australian Football Privacy Policy which is available at: <http://www.aflcommunity.com.au/index.php?id=189> (**Privacy Policy**).

The Privacy Policy sets out how AFL Victoria and the other entities named in the Privacy Policy as "Australian Football Bodies" will collect, hold, use, disclose and otherwise manage personal information in accordance with the Privacy Act 1988 (Cth) (**Privacy Act**) and the 13 Australian Privacy Principles (APPs) in the Privacy Act.

The individual(s) about whom an Australian Football Body may need to collect, hold, use and disclose personal information may include the Participant, the Participant's parent and guardian or any other individuals relevant to the Participant's application for registration (**Relevant Individuals**). In particular an Australian Football Body may require personal information about Relevant Individuals for the purposes set out in the Privacy Policy, including the purposes of processing the Participant's request for participation and registration and to facilitate administration and evaluation of Australian Football competitions.

An Australian Football Body may also disclose a Relevant Individual's personal information to the Australian Football Body's related bodies corporate, professional advisors, business partners, contractors, consultants, insurers, third party service providers that assist the



Australian Football Body with the provision or management of goods, services or administrative requirements, entities that may have an interest in the Australian Football Body, regulatory bodies and any other person or entity set out in the Privacy Policy or otherwise authorised by the Relevant Individual or law.

If a Relevant Individual does not provide the personal information as requested, AFL Victoria may not be able to consider the application for registration or otherwise provide goods and/or services to the Participant. Relevant Individuals who have any concerns about the Australian Football Bodies' handling of their personal information can direct those concerns to the AFL's Privacy Officer (by email at [privacy.officer@afl.com.au](mailto:privacy.officer@afl.com.au)) or in accordance with the Privacy Policy. The Privacy Policy contains details of how Relevant Individuals can request access to, or correction of, personal information held about them by the Australian Football Bodies, or otherwise make complaints or inquiries with respect to the handling of their personal information by the Australian Football Bodies.

By agreeing to these Terms and Conditions the Participant and Relevant Individuals acknowledges they have read and understood the Privacy Policy and consent to the Australian Football Bodies:

- (a) collecting their personal information including for the purposes of assessing this application;
- (b) using and/or disclosing their personal information obtained as a result of or in connection with enquiries made for the purposes of assessing this application; and
- (c) collecting, holding, using and/or disclosing personal information otherwise in accordance with the Privacy Policy, the Privacy Act, the APPs or other applicable law.

## Code of Conduct

The Participant understands and agrees to:

- (a) participate in matches in accordance with the Laws of Australian Football;
- (b) respect the spirit of the Laws of Australian Football and fair play, and behave accordingly;
- (c) display and foster respect for umpires, opponents, coaches, administrators, officials, parents and spectators;
- (d) never argue with or dispute a decision of an official. If a Participant disagrees with a decision, they should deal with their dispute in accordance with the relevant Rules, Regulations, Policies and Determinations;
- (e) control their emotions, and not engage in verbal abuse of officials, sledging participants and/or coaches or behaviour that deliberately distracts or provokes an opponent;
- (f) comply with the National Member Protection Policy;
- (g) never engage in any type of violence either on or off the field;
- (h) contribute to a safe sporting environment and respectful culture which is accepting of individual differences, and behave accordingly;
- (i) co-operate with their Club officials, coaches and team-mates;
- (j) participate for their own enjoyment and benefit and for the enjoyment and benefit of their teammates, coaches and Club officials;
- (k) respect the rights, dignity and worth of all participants regardless of the gender, ability, sexual orientation, cultural background or religion;
- (l) not behave in any way so as to bring the Participant, Australian Football, the AFL, any Region Commission (as applicable), the League, the Club or AFL Victoria into disrepute;

(m) not engage in conduct that is (in AFL Victoria's reasonable opinion), unethical, unbecoming or likely to cause harm to the reputation of the Participant, the AFL, AFL Victoria, the Region Commission, the League, the Club or Australian Football;

(n) not take part in any form of bullying including via the use of social media;

(o) use appropriately the facilities and equipment made available for administration, coaching, training, matches and events, including facilities provided by the opposing teams;

(p) comply with and observe in the AFL Anti-Doping and relevant Illicit Drugs policies; and

(q) be responsible for their actions.

### **East Sunbury Terms and Conditions**

I declare that I have read and understood, and agree to be bound by, the following East Sunbury Football Club Policies and Codes of Conduct.

These policies include but are not limited to;

ESSG Incorporated Association Rules

ESFC Players, Coaches and Officials Code of Conduct

ESSG Parents and Supporters Code of Conduct

ESSG Responsible Alcohol Management Policy

ESSG Working With Children Check Policy

ESSG Photo Consent Form & Guidelines

ESSG Social Media Policy

ESFC Junior Handbook

ESFC Bylaws

**Close**