

TERMS AND CONDITIONS

This is an important document and you should read it carefully before agreeing to the following terms and conditions. Upon agreeing, you acknowledge that you have read and understand these terms and conditions.

The following terms and conditions must be read carefully:

In consideration of your application for membership of Volleyball Victoria being accepted you acknowledge and agree to the following terms and conditions:

- 1) Definitions – in these terms and conditions:
 - a) "Claim" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with the VV Activities, but does not include a claim against VV:
 - i) by any person expressly entitled to make a claim under an VV insurance policy; or
 - ii) under any right expressly conferred by its Constitution or regulations.
 - b) "VV" means Volleyball Victoria, and where relevant includes its members (including clubs), Volleyball Australia, and the respective directors, officers, members, servants or agents of Volleyball Victoria, Volleyball Australia and their members.
 - c) "VV Activity" and "VV Activities" means performing or participating in any capacity, including as a member, in any authorised or recognised event or activity conducted by VV including, but not limited to playing or training to play volleyball or any related activities.
- 2) Upon submitting this membership application, if accepted by VV, you will become a member of VV. For the avoidance of doubt, this means that you will be bound by the rules, regulations and policies of VV. Upon your becoming a member of VV, VV's Constitution will comprise a contract between you and VV respectively and you will be bound by these documents and any regulations, policies or codes made under them. By submitting this membership application and having it accepted you will also become a member of Volleyball Australia and agree to be bound by and to comply with Volleyball Australia's constitution and any regulations and policies made under it. You shall submit to any disciplinary measures taken against you and shall only appeal any disciplinary decision in the manner permitted under VV or Volleyball Australia's Constitution and Regulations. You will pay on demand the prescribed or stated membership fees of VV. In the event that you submit this application to become a member of a club that is affiliated with VV, and the application is subsequently accepted by the club, in addition to becoming a member of VV, you will also become a member of the club and be bound by its rules, regulations and policies.
- 3) Risk Warning – You acknowledge that your participation in the VV Activities supplied by VV is inherently dangerous and may involve risk. There are risks specifically associated with participation in the VV Activities and accidents can and often do happen which may result in personal injury, death or property damage. Prior to participating in the VV Activities, you should ensure you are aware of all the risks involved, including those risks associated with any health condition you may

have. By submitting this membership application, you acknowledge, agree, and understand that participation in the VV Activities may involve risk. You agree and undertake any such risk voluntarily and at your own risk. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation.

4) Waiver – It is possible for a supplier of recreational services or recreational activities to ask you to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities). By submitting this membership application, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the supplier in relation to recreational services or recreational activities because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) applies:

5) By submitting this membership application, you agree that the liability of VV 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:

- a) death;
- b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- c) the contraction, aggravation or acceleration of a disease;
- d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or situation:
 - i) that is or may be harmful or disadvantageous to you or the community; or
 - ii) that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities;

is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

For recreational services to which the Australian Consumer Law (Victoria) applies:

6) Warning under the Australian Consumer Law and Fair-Trading Act 2012: Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form, VV, is required to ensure that the recreational services it supplies to you:

- a) are rendered with due care and skill; and

- b) are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
- c) might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and Fair-Trading Act 2012 (Vic), the supplier is entitled to ask you to agree that these conditions do not apply to you. If you submit this membership application, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

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 supplier'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 (Vic) and section 22(3)(b) of the Australian Consumer Law and Fair-Trading Act 2012 (Vic).

Exclusion of rights under the Australian Consumer Law (Victoria): By submitting this membership application, you agree that the liability of VV for any death or personal injury (as defined in the Australian Consumer Law and Fair Trading Act 2012) that may be suffered by you (or a person from whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

7) Release & Indemnity – In consideration of VV accepting your membership application, to the extent permitted by law you:

- a) release and forever discharge VV from all Claims that you may have or may have had but for this release arising from or in connection with this application and/or undertaking the VV Activities;
- b) release and indemnify VV against any Claim which may be made by you or on your behalf for or in respect of or arising out of your death whether caused by the negligence or breach of contract by VV or in any other manner whatsoever; and
- c) indemnify and will keep indemnified and hold harmless VV to the extent permitted by law in respect of any Claim by any person:
 - i) arising as a result of or in connection with you undertaking the VV Activities; and
 - ii) against VV in respect of any injury, loss or damage arising out of or in connection with your failure to comply with the rules or directions of VV (or any authorised person),

save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of VV.

- 8) Insurance - You acknowledge and agree that VV has arranged some limited insurance coverage that may provide you with limited cover while participating in the VV Activities. You should be aware that in relation to personal accident insurance VV has some limited cover in place which is conditional upon a participant being required to claim under any existing personal insurances before able to claim under VV's limited insurance coverage. You understand this insurance may not cover you for all injury, loss or damage sustained and you acknowledge that VV does not make any representations about the suitability of any insurance. You also understand you can, in your own interests and at your own expense, seek and obtain personal insurances over and above any cover that may be provided by VV at your own expense and after taking into account the VV insurance arrangements and your own personal circumstances.
- 9) Disclosure of Medical Conditions – You declare that you are medically and physically fit and able to participate in the VV Activities. You warrant that you are not and must not be a danger to yourself or to the health and safety of others. You warrant that you are not presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe for you to take part in the VV Activities. You will immediately notify VV in writing of any change to your medical condition, fitness and ability to participate. You understand and accept that VV will continue to rely upon this declaration as evidence of your fitness and ability to participate in the VV Activities. You will report to VV any accidents, injuries, loss or damage suffered by you during the VV Activities before you leave any relevant venue.
- 10) Exclusion of Applicant - You warrant that you have not at any time been excluded from participating in volleyball by a medical practitioner or any person or entity including VV. You acknowledge and agree that VV may demand a medical certificate or opinion as to your fitness from a qualified medical practitioner PRIOR to your undertaking the VV Activities.
- 11) Safety – You understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during your involvement in the VV Activities, and you accept full responsibility for any injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance. You agree to follow any rules set by VV in connection with the VV Activities. If you fail to comply with the rules and/or directions of VV, you will not be permitted to participate or to continue to participate in the VV Activities and no refund will be given. If you suffer any injury or illness, you agree that VV may provide evacuation, first aid and/or medical treatment at your expense and that your acceptance of these terms and conditions constitutes your consent to such evacuation, first aid and/or medical treatment.
- 12) Bar to proceedings – VV may plead this contract as a bar to proceedings now or in the future commenced by or on behalf of you or by any person claiming through you. Where you seek to commence proceedings against VV, you:
- a) will commence those proceedings in the courts of the jurisdiction in which any incident occurs;
 - b) waive any right to object to the exercise of such jurisdiction;

c) will, where you seek to commence proceedings in another jurisdiction from where any incident occurs, consent (if required by VV) to move those proceedings to the jurisdiction in which any incident occurs including consenting to any application made by VV to remove the proceedings to the jurisdiction in which any incident occurs;

d) will pay the costs of any application made by VV under paragraph 12(c) and will consent to any application for security of costs made at any time by VV; and

e) consent to paying VV's legal defence costs of the proceedings (on a solicitor client basis) where VV successfully defends the proceedings.

13) **Governing Law** – The governing law of this agreement is the law of the state of Victoria ('Jurisdiction'). You irrevocably and unconditionally consent and submit to the jurisdiction of the courts of the jurisdiction in which any incident occurs and waive any right to object to the exercise of such jurisdiction.

14) **Prevailing conditions** – You acknowledge and agree that:

a) participation in VV Activities may be affected by weather and associated conditions; and

b) there is often an element of the "luck of the prevailing conditions" when undertaking the certain elements of VV Activities over which VV has no control.

You accept that in the event of extreme weather conditions VV reserves the right to alter the format of, shorten, or cancel VV Activities in the interest of participant safety. You acknowledge that VV will use all reasonable efforts to conduct VV Activities in the planned format if it is safe to do so. Should prevailing weather conditions force any change you accept that VV is not obliged to provide any refund to you, nor to provide a credit transfer for you to another VV Activity, or to restage the VV Activities, as weather and associated conditions are beyond the control of VV.

15) **Use of Image** – You acknowledge and consent to photographs and electronic images being taken of you during VV Activities. You acknowledge and agree that such photographs and electronic images are owned by VV and VV may use the photographs for promotional or other purposes without your further consent being necessary. Further, you consent to VV using your name, image, likeness and participation in VV Activities, at any time, by any form of media, to promote VV.

16) **Privacy** – You understand that the personal information you have provided in this membership application is necessary for the conduct and management of the VV Activities and other related activities, and that it is collected in accordance with VV's Privacy Policy (available from www.volleyballvictoria.com.au). You acknowledge that VV may use or disclose your personal information for the purposes of conducting and administering the VV Activities, providing you with member services or promotional material or otherwise in accordance with VV's Privacy Policy. You agree that VV may share your information (including name, date of birth, emergency contact details and suburb of residence) with third parties such as: Volleyball Australia; VV Activity providers; companies engaged by VV to carry out functions and activities on VV's behalf including direct marketing; and VV's professional advisers, including its accountants, auditors and lawyers and insurers; and government departments or agencies; however you acknowledge that your

information is not generally disclosed to anyone outside Australia. You understand that the VV Privacy Policy contains information about how you may access and request correction of your personal information held by VV or make a complaint about the handling of your personal information and provides information about how a complaint will be dealt with by VV. You acknowledge that your VV membership application may be rejected if the information required by VV is not provided. If you do not wish to receive promotional material from VV, VV's sponsors and third parties you must advise VV in writing or via the opt-out procedures provided in the relevant communication.

17) Entire agreement – This agreement (and the documents to which it refers) constitutes the entire agreement between the parties in respect to the VV Activities and supersedes all other agreements, understandings and representations and negotiations with VV in relation to the VV Activities. To the extent that any clause of this agreement is void or unenforceable it is severable and does not affect the remaining provisions of the agreement.

18) Warranty - You warrant that all information provided is true and correct. You acknowledge this membership application and declaration cannot be amended. If you do amend it your membership application will be null and void and cannot be accepted by VV.

19) Statement of Understanding - You have read, or have had read to you, the above conditions and having understood the same, you consent to the activities proposed.

20) Anti-Doping - I have read and understood and agree to abide by the Australian National Anti-Doping Policy, effective from 1 January 2021, and found on the Sport Integrity Australia website (<https://www.sportintegrity.gov.au/what-we-do/anti-doping/world-anti-doping-code/australian-national-anti-doping-policy>) being the anti-doping policy adopted by Volleyball Australia and applicable to all members, participants and non-participants.

21) Refunds

It is advised Volleyball Victoria (VV) are under no obligation to make any refund(s) on memberships paid. VV may consider from time to time in exceptional circumstances a refund or part refund, VV has the right to make such determination without limitation, and VV decision will be final and binding.

PLEASE NOTE THE FOLLOWING:

If the Competition and Consumer Act 2010 or similar State law operates to prevent the exclusion, restriction or modification of warranties otherwise implied by those laws then the liability of VV for breach of warranties is limited to the:

- (i) re-supply of the relevant VV Activity and related activities; or
- (ii) payment of the cost of having the relevant VV Activity or related activities supplied again.

DECLARATION

In order to proceed, you must have read and agreed to these terms and conditions. By checking the box below or signing where indicated, you declare that you have read, understood, acknowledge and agree to these terms and conditions including the exclusion of implied terms, warning, assumption of risk, release and indemnity. You agree that if your application is accepted you will be bound by these terms and conditions.

I ACCEPT THESE TERMS AND CONDITIONS

Where the applicant is under 18 years of age:

You are the parent or guardian of the applicant. You authorise and consent to the applicant participating in the VV Activity. In consideration of the application being accepted, you expressly agree to be responsible for the applicant's behaviour and agree to accept in your capacity as parent or guardian, the terms set out in these terms and conditions. You have read and understood these terms and conditions and have fully explained to the applicant its terms and effect. The applicant has read these terms and conditions and together with your explanation the applicant has, to the best of your belief, understood the terms and effect of the application and declaration. In addition, you agree to be bound by and to comply with the rules, regulations, policies and codes of VV related to the conduct of the VV Activities.