

ANZ Tennis Hot Shots Community Play Program Terms and Conditions ('Terms and Conditions') 2019-20

1. Introduction

- (a) Tennis Australia Limited (**TA**) has established a program with the objective of increasing the opportunities for people to play tennis (**Community Play Program**).
- (b) The Community Play Program is open to Affiliated Tennis Venues who do not have a qualified coach (**Venue**). The Community Play Program involves a co-ordinator who is not a tennis coach undertaking the Community Play Training offered by TA and organising the delivery of ANZ Tennis Hot Shots at the Venue (**Community Play Co-ordinator**). It is envisaged that the Community Play Co-ordinator may be assisted by volunteer parents or guardians of participating children who are not tennis coaches to help run the ANZ Tennis Hot Shots Program (**Community Play Volunteers**).

2. TA's Role

(a) Application Process

- (i) TA will review applications to participate in the Community Play Program and may accept or reject applications in its discretion.
- (ii) TA may approve applications subject to certain conditions.

(b) Benefits provided to the Venue by TA

If an application to participate in the Community Play Program is approved, while the Venue is part of the Community Play Program and complying with its obligations, TA will provide the Venue with the following benefits:

- (i) recognition of the Venue as an official ANZ Tennis Hot Shots venue on the relevant TA website;
- (ii) an ANZ Tennis Hot Shots equipment and merchandise pack;
- (iii) free participation for the Community Play Program Co-ordinator and Community Play Program Volunteers at yearly professional development training run by TA;
- (iv) an ANZ Tennis Hot Shots item (e.g. t-shirt) for each participant of the Community Play Program at the Venue (claimable when each participant registers on the relevant TA website);
- (v) ability to purchase discounted tennis equipment through the online store;
- (vi) ANZ Tennis Hot Shots branding suite including logo and images; and
- (vii) opportunity for a participant to take part in a "Kids on Court" experience at the Australian Open (AO) and Emirates Australian Open Series events or similar VIP tennis experience each year.

3. Venue's Responsibilities

(a) Overview

The Venue agrees to:

- (i) continue its affiliation with its respective State/Territory Member Association;
- (ii) ensure that all volunteers and other members involved in the running of the Community Play Program at the Venue comply with these Terms and Conditions;
- (iii) have Venue committee's support of the Community Play Program;
- (iv) conduct the ANZ Tennis Hot Shots Program at least two times (2 x 4-6 week program) annually;
- (v) comply with all applicable TA by-laws, policies, rules and procedures (each as amended from time to time), including but not limited to its Member Protection Policy;
- (vi) nominate a Community Play Program Co-ordinator;
- (vii) ensure the Community Play Program Co-ordinator provides a current State/Territory Working with Children Check (**WWCC**) or State/Territory equivalent, a National Police Check (**NPC**) and signed Member Protection Declaration (**MPD**) to TA (via MyTennis or

screening@tennis.com.au) prior to commencement of Community Play Program. The State/Territory Working With Children Check requirements vary around Australia and can be found at tennis.com.au/coaches/membership/policies.

- (viii) ensure any Community Play Program Volunteers have gone through the screening processes set out in section 5 of the Member Protection Policy and provided the Community Play Co-ordinator with:
 - i. where they are the parent or legal guardian of a child participating in the Community Play Program
 - 1. a signed Member Protection Declaration (mandatory); and
 - 2. a WWCC and NPC (if held by the Volunteer); or
 - ii. where they are not the parent or legal guardian of a child participating in the Community Play Program:
 - 1. a signed Member Protection Declaration) and a WWCC (mandatory); and
 - 2. NPC (if held by the Volunteer);
- (ix) comply with all specific ANZ Tennis Hot Shots Program policies, guidelines and policies issued by TA from time to time, including any policies, guidelines and procedures issued in relation to the Community Play Program;
- (x) have the Community Play Program Co-ordinator and the volunteers undertake training to conduct ANZ Tennis Hot Shots (either face-to-face or by reading the manual and watching video footage); and
- (xi) provide TA with information relating to the Program if and when requested by TA.

(b) Reference checks

The Venue acknowledges that TA will conduct two Community Play Coordinator Reference Checks on all Community Play Coordinators. Where requested, the Venue agrees to provide assistance to TA in conducting the reference checks. TA may prevent the appointment of a Community Play Coordinator if, in its opinion, it would not be appropriate to appoint the Community Play Coordinator having regard to the reference checks and any other information uncovered in the screening process.

(c) Logo and Branding

TA grants to the Venue a licence to use the ANZ Tennis Hot Shots Program logo and images, in the form provided by TA in the branding suite (or any replacement logo notified by TA to the Venue from time to time) on the Venue's website, in the Venue's newsletters, and subject to the written consent of TA, in other approved marketing and promotional material for the ANZ Tennis Hot Shots Program. Venue must only display, use or refer to the ANZ Tennis Hot Shots Program logo as approved by TA and in good faith so as to enhance and promote the goodwill and reputation of TA and the ANZ Tennis Hot Shots Program.

It is imperative that TA protects its intellectual property and ensures consistent use of its brand. When making reference to the ANZ Tennis Hot Shots Program, the Venue must use the full Program name (as notified by TA to the Venue from time to time) in all promotional documents.

(d) Assumption of Risk and Insurance

The Venue agrees to carry and accept all risks in the running of the Community Play Program.

The Venue must maintain professional indemnity insurance for an amount of \$10 million per claim and public liability insurance for an amount of \$20m per occurrence during the Term to the satisfaction of TA, and if requested, provide certificates of currency to TA. The Venue is responsible for ensuring that any teachers, coaches or other volunteers that are assisting with the Community Play Program are covered by the Venue's insurance (or carry their own insurance).

(e) Confidentiality

The Venue agrees not to disclose any confidential details of the Community Play Program or ANZ Tennis Hot Shots to any third party, except with TA's prior written approval.

(f) **Privacy Statement**

The Venue consents to TA collecting, storing, using and disclosing personal information in respect of individuals involved in the Community Play and ANZ Tennis Hot Shots Program accordance with TA's privacy policy. A copy of TA's privacy policy can be found at <http://www.tennis.com.au/privacy>.

(g) **Consent to use of Image**

In consideration of the Venue's participation in the Community Play Program, the Venue consents, and agrees to procure the consent of all participants in the Community Play Program, to TA taking, retaining and reproducing images or likeness' obtained during the participants' participation in the Community Play Program at the Venue in photographs, electronic images, sound recordings and video footage and to use such images or likeness' for the purposes of any TA promotional, advertising, research or marketing materials (including for the promotion of the Community Play Program or the ANZ Tennis Hot Shots Program).

4. Community Play Co-ordinator's Responsibilities

(a) **Screening**

In conjunction with the Venue, the Community Play Co-ordinator must ensure any Community Play Program Volunteers have provided a Member Protection Declaration, WWCC and NPC (as required by 3(a)(ix)). It is the responsibility of the Community Play Co-ordinator to collect and provide this documentation to the Venue for the Venue's records. Such documentation must also be provided to TA on request.

(b) **Confidentiality and Logo Usage**

The Community Play Co-ordinator agrees not to:

- (i) use the ANZ Tennis Hot Shots intellectual property or logos; or
- (ii) disclose any confidential details of the Community Play Program or ANZ Tennis Hot Shots program;

to any third party except the volunteers, for any purpose other than delivering the Community Play Program at the Venue.

(c) **Privacy Statement**

The Community Play Co-ordinator consents to TA collecting, storing, using and disclosing their personal information in accordance with TA's privacy policy. A copy of TA's privacy policy can be found at <http://www.tennis.com.au/privacy>. The Community Play Co-ordinator understands that their name and contact details may be publically available so people can conduct them in respect of the Community Play Program.

(d) **Consent to use of Image**

In consideration of the Community Play Co-ordinator's participation in a Community Play Program, the Community Play Co-ordinator consents and agrees to assist the Venue to procure the consent of all participants in the Community Play Program, to TA taking, retaining and reproducing images or likeness' obtained during the participants' participation in the Community Play Program at the Venue in photographs, electronic images, sound recordings and video footage and to use such images or likeness' for the purposes of any TA promotional, advertising, research or marketing materials (including for the promotion of the Community Play Program or ANZ Tennis Hot Shots Program).

5. Term and Termination

- (a) These Terms and Conditions commence on the date that the application to participate in the Community Play Program is submitted to TA and continues until it is terminated in accordance with these Terms and Conditions.
- (b) TA may terminate the arrangement described in these Terms and Conditions immediately if:
 - (i) the Venue breaches any of its obligations during the Term and if the breach is remediable, having received written notice of the breach has not remedied the breach within 14 days; or
 - (ii) the Venue engages in conduct which has brought, brings or would have the tendency to bring TA or the sport of tennis into disrepute or, which is or would have the tendency to be inconsistent with, contrary to or prejudicial to the best interests, image or values of TA or its sponsors.
- (c) TA may cancel the Community Play Program at any time and if that occurs, the arrangements described in these Terms and Conditions will immediately come to an end.
- (d) TA may cancel the Venue's right or to participate in the Community Play Program at any time by notifying the Venue.
- (e) TA may cancel a Community Play Co-ordinator's right to organise the Community Play Program at any time. In such circumstances the arrangements described in these Terms and Conditions will come to an end unless TA and the Venue agree on another Community Play Co-ordinator to fill the vacancy.
- (f) TA may stipulate that a particular person or person is not to be involved in the Community Play Program at any time. In such circumstances the Venue and the Community Play Co-ordinator must ensure that person is not involved. If TA remains uncomfortable about the arrangements, TA may end the arrangements described in these Terms and Conditions.
- (g) If the Venue no longer wishes to participate in the Community Play Program it can terminate the arrangements described in these Terms and Conditions by providing TA with 30 days written notice.
- (h) If the Community Play Co-ordinator no longer wishes to co-ordinate the Community Play Program, he or she can end the arrangements described in these Terms and Conditions by providing TA and the Venue with 30 days prior written notice.
- (i) If the arrangements described in these Terms and Conditions come to an end for any reason or the Venue discontinues from the Community Play Program at any stage for any reason, the Venue must not make any further public representation(s) as to its continued involvement with the Community Play Program. TA may request that the Venue return specific promotional items to it (e.g. banners, posters and signs) and the Venue must comply with any such requests immediately. If the Venue fails to comply with such request, TA reserves the right to collect and remove promotional items relating to the Community Play Program or ANZ Tennis Hot Shots Program from the Venue.