

## TENNIS AUSTRALIA

### TOURNAMENT ENTRY TERMS AND CONDITIONS

**IF YOU BREACH THESE CONDITIONS, YOU MAY BE EXCLUDED FROM PARTICIPATION IN A TOURNAMENT.**

#### Background

1. Your participation in a tennis tournament operated and sanctioned by Tennis Australia Limited (TA) or an affiliated Australian tennis organisation (Event Host) is subject to compliance with the following conditions.
2. Tournaments will be conducted by the Event Host in accordance with the ITF Rules of Tennis and all relevant ITF and TA policies (as developed or amended by ITF and TA from time to time) including, but not limited to, the Member Protection Policy, the Anti-Doping Policy, the Code of Behaviour, the Disciplinary Policy, Social Media Policy and the Tennis Anti-Corruption Program (2020) made available at [www.tennis.com.au/about-tennis-australia/reports-and-policies/policies](http://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies). Your participation in any tournament is subject to compliance with these policies and it is your responsibility to review these and seek clarification on applicable rules and policies, if you need it, from TA's Pathways & Game Development Department. Breaches of these policies may lead to penalties. The Event Host may also impose event-specific rules and regulations.
3. Your participation in any tournament is subject to entry requirements TA may impose in its discretion, as well as any measures that TA may introduce in the interests of the integrity of a tournament.
4. TA and/or the Event Host may refuse you and/or any members of your entourage entry to the tournament or venue if it has reasonable grounds to consider that you or your entourage may present a safety risk to other participants, tournament staff or volunteers.

#### Conduct

5. You agree to compete at the best of your ability at all times throughout the tournament.
6. You agree not to engage in any conduct or do anything that will bring, or is likely to bring, TA, the Event Host or the tournament into ridicule or disrepute.

#### Betting Activity

7. In accordance with the Tennis Anti-Corruption Program ([www.tennis.com.au/doc/tennis-anti-corruption-program](http://www.tennis.com.au/doc/tennis-anti-corruption-program)), players and their related persons (any coach, trainer, therapist, physician, management representative, agent, family member, tournament guest, business associate or other affiliate or associate of any player, or any other person who receives accreditation at a tournament):
  - a. MUST NOT wager or attempt to wager on the outcome or any other aspect of any tennis match or competition;
  - b. MUST NOT solicit or facilitate any other person to wager on the outcome or any other aspect of any tennis match or competition;
  - c. MUST NOT contrive or attempt to contrive the outcome or any other aspect of a tennis match;
  - d. MUST NOT provide information to others concerning the status of players, or any other aspect of a tennis match which is not information in the public domain;
  - e. MUST NOT solicit or facilitate any player to not use his or her best efforts in a tennis match; and
  - f. MUST report any knowledge or suspicion of any inappropriate betting activity to the Tennis Integrity Unit by contacting [info@tennisintegrityunit.com](mailto:info@tennisintegrityunit.com).

Nothing in this paragraph 7 shall modify or limit the full text of the Tennis Anti-Corruption Program.

### Spectator Behaviour

8. You should inform your supporters of TA's expectations regarding spectator behaviour. You are responsible for the conduct of your supporters. Inappropriate spectator behaviour may result in disciplinary action in accordance with the above policies including denial of entry to future tournaments in Australia. Regulated spectator behaviour includes, but is not limited to, behaviour at tennis venues, event hotels and in transport vehicles.

### Membership

9. To enter an endorsed tournament, you must have a complete Competitive Player Profile and become a member of an affiliated tennis club or member association. This requirement does not apply to events which carry ATP/WTa/ITF world ranking points.

Further information on the Competitive Player Profile and how to complete the process can be viewed at <https://www.tennis.com.au/competitiveplay/create-your-cpp>.

10. TA recommends that your coach is a qualified and registered TA coach member. This will ensure that your coach has:
  - a. a coaching qualification recognised by TA and the Australian Sports Commission;
  - b. up to date coaching credentials via ongoing professional development;
  - c. satisfied legislative requirements for Working With Children Checks; and
  - d. up to date first aid qualifications.

Further information on coaches, including a list of certified coaches, can be viewed at [www.tennis.com.au](http://www.tennis.com.au).

### Publicity, Promotions and Use of Image

11. In consideration of accepting your entry into the tournament, you grant and assign to TA and the Event Host and any applicable third party (at the reasonable discretion of TA) the right in perpetuity throughout the world to make, use, show and reproduce moving pictures, still pictures and live, taped or filmed television, sound recordings and any other reproductions of any description of you during or in connection with the tournament. You agree that your name, voice, likeness, image and biographical material may also be used and reproduced in any way for the purpose of providing information and news in relation to the tournament, audio visual coverage, distribution and broadcast of the tournament, archival purposes, and publicising, promoting and advertising TA and the tournament. You acknowledge and agree that this usage, including for commercial purposes, is without compensation or notice to you, heirs, executors, administrators or assigns.
12. TA or the Event Host may appoint third parties to attend selected tournaments and produce recordings of on-court action (Authorised Filming). Third parties appointed to conduct Authorised Filming may make and reproduce still and motion pictures of participants for the purposes of selling footage back to TA, broadcasters or participants. You must give verbal or written notice to any person conducting Authorised Filming prior to the match starting if you do not wish to be filmed. It is your responsibility to seek out the person conducting Authorised Filming if you do not wish to be filmed. TA and the Event Host will take reasonable steps to comply with your wishes regarding filming, subject to any agreements regarding broadcast of tournament matches.

### Filming and Photography

13. You acknowledge that, other than for private domestic purposes only, you and your coach, trainers and other guests are strictly prohibited from taking any photographs, still images, sound recordings, visual footage, audio-visual footage and any other reproductions in connection with the tournament by any means (Recordings) for commercial purposes. If you do take any Recordings without TA's consent you will, on request from TA:
  - a. assign all copyright and all other intellectual property rights in the Recordings to TA; and
  - b. consent to TA's use of the Recordings for any purpose, including research and commercial purposes, without payment to you.
14. Filming or photography of players on court for private domestic purposes is only permitted where:
  - a. both players provide their express consent both to the filming/photography and to the purpose for which it is being taken (or, where a player is under 18, their parent or guardian provides express consent);
  - b. the Event Host provides its express consent to the proposed filming/photography on its premises; and
  - c. a flash is not used.
15. Filming and photography is strictly prohibited in restricted areas of an event including change rooms.
16. At all times, the tournament referee/venue supervisor or, in their absence, the tournament director has discretion in relation to filming and photography. Any person acting inappropriately in the opinion of the tournament referee/venue supervisor or, in their absence, the tournament director may be directed to cease taking photographs/film, may have their recording device confiscated while onsite at the tournament or may be asked to leave the tournament venue.
17. TA may arrange for officials to wear cameras to record matches at the tournament and their interactions with players and other attendees at the tournament. By participating in the tournament, you consent to your voice, name, image, and/or likeness being recorded and used for monitoring, training and education purposes.

### Medical Treatment

18. In consideration of TA or the Event Host accepting your entry into an endorsed event, you:
  - a. consent to the Event Host or TA's doctors and other health service providers (including but not limited to primary health care providers and physiotherapists) consulting with, screening and treating you, and providing emergency assistance or transport;
  - b. agree to pay any costs accumulated from the use of such health service providers during the course of the tournament, unless agreed otherwise; and
  - c. acknowledge and understand that:
    - i. TA and the Event Host are not responsible for medical treatments and only facilitate the services described in this paragraph 18 as they assist participants in the tournament; and
    - ii. there are risks associated with obtaining treatment on-site at the tournament from doctors and other health service providers and you accept those risks voluntarily.
19. You release and discharge, on behalf of yourself and your heirs and legal representatives, TA and the Event Host and their officers, directors, employees and representatives, from any and all claims, demands, suits, damages, costs (including legal costs), loss and injury you may suffer or sustain, by negligence or otherwise, to the fullest extent permitted by law in connection with any medical and health treatments you receive during the tournament.

## Medical Records

20. In consideration of TA or the Event Host accepting your entry into a endorsed tournament and providing you with medical and other health services, you:
- consent to Event Host and TA collecting and storing your personal information and records of medical and health consultations or treatment (Medical Records) (including by entering such Medical Records into TA's electronic athlete management system); and
  - acknowledge that, subject to Event Host and TA complying with applicable privacy and health records legislation, your Medical Records may be:
    - disclosed to doctors, physiotherapists and other relevant health service providers who require access to such information in the course of treating you; and
    - used by TA for the purpose of assessing and improving its programs and events or for research;
21. You may revoke the consent in clause 20, but not retrospectively, by signed written request to TA. Following such revocation, TA will nonetheless retain a copy of your Medical Records for use if you participate in any subsequent tournament, and otherwise for the purpose of assessing and improving its programs and tournaments or for research. TA and the Event Host will otherwise deal with your Medical Records in accordance with applicable privacy and health records legislation.

## Privacy

22. TA and Event Hosts require the information requested in the tournament registration process to administer its tournament and for related purposes. In this regard, you acknowledge and agree that TA may publish in any media (including print and online) and disclose to any person, your name, age, date of birth, general locality and other relevant information for the purposes of TA's national player rating systems, event schedules and other similar purposes.
23. You further acknowledge and agree that TA may provide your personal information to third parties responsible for administering the Universal Tennis Rating (UTR) system. Such information will only be used to administer the UTR system, for example by establishing player ratings, ensuring accurate player identification and integrating data into the UTR platform.
24. In addition to as set out in paragraphs 22 and 23, you consent to the collection, storage, use and disclosure of your personal information (including via photographic and visual recordings) by TA including for the purposes of tournament management, tournament safety (including without limitation, COVID-19 contact tracing), research and development, surveys and marketing, including the promotion of the Australian Open and related tournaments, offers from TA and other Australian Tennis Organisations regarding other tournaments, products and services, and offers from third parties who have a relationship with TA or other Australian Tennis Organisations about their tournaments, products and services. The personal information you submit will be collected, stored, used and disclosed in accordance with any privacy statement disclosed to you and the Tennis Privacy Policy (<http://www.tennis.com.au/privacy>), which contains information about how you may access and seek correction of your personal information, how you can complain about a breach of your privacy, and how the complaint will be dealt with. Where personal information is used for marketing purposes, you will have the opportunity to opt out, which you can do at any time in accordance with the Tennis Privacy Policy. TA may from time to time disclose your personal information to third party service providers, for example, IT service providers, in order to provide services to you. Such third parties may be located overseas (as further detailed in TA's Privacy Policy).
25. It is your responsibility to keep your personal details, including contact information, accurate and up to date so TA and the Event Host can most effectively communicate with you and operate the tournament for your benefit.

### **Risk Warning**

26. You acknowledge that by playing tennis you will be exposed to certain risks, including the risk of physical injury. You may also be exposed to the possibility of contracting an illness, including without limitation the COVID-19 virus. The COVID-19 virus can spread very quickly and result in very serious medical complications in some people. You agree that your participation is entirely at your own risk. You have read and understood this risk warning and voluntarily accept and assume the inherent risks in playing tennis.
27. Entry to the event is provided on the basis that you will, at all times while at the tournament venue, adhere to any Biosecurity or COVID-19 SafePlans developed by TA or the Event Host, and any other reasonable directions by TA or the Event Host. TA may not accept your entry, or exclude you from the tournament, if in its reasonable opinion it considers:
- that your attendance at the venue would present a safety risk to other participants; and/or
  - you have not complied with any Biosecurity or COVID-19 SafePlans; and/or
  - you have not complied with any reasonable requests of TA or the Event Host.
28. Please note, entry is subject to any advice or directions provided by State or Federal health authorities. You must not attend a tournament if you are required to be isolating or quarantining for any reason as directed by any State or Federal authority.

### **Breach**

29. TA or the Event Host may impose a sanction upon any participant who fails to abide by these tournament entry conditions or any of the rules set out in paragraph 2, at the discretion of the tournament referee/venue supervisor. Such sanction may include but is not limited to, financial penalty, official warnings or full expulsion from the tournament. Sanctioned players may appeal such decisions in accordance with the TA Disciplinary Policy.

### **Amendments**

30. TA may review and amend these standard tournament entry conditions where TA reasonably believes the amendments to be in the best interests of the athletes and the tournament. These amendments will be published on the Tennis Australia website at [www.tennis.com.au](http://www.tennis.com.au).
31. If you have a query regarding these tournament entry conditions, contact TA by using the Contact Us details on the TA website: [www.tennis.com.au](http://www.tennis.com.au).

### **PARTICIPANT DECLARATION**

I have read, understood and agree to be bound by the tournament entry conditions and freely give the consents set out therein. I warrant that all information provided to TA and the Event Host is true and correct. In participating in the tournament, I consent to being bound by the listed TA policies.

### **PARENT / GUARDIAN DECLARATION (where participant is under 18)**

On behalf of the participant, I have read, understood and agree to be bound by the tournament entry conditions and freely give the consents set out therein. I have explained the tournament to the participant and ensured they also freely consent to the entry conditions. I agree to supervise the participant's behaviour while participating in the Activity and remain ready to respond to the participant's needs.