

Part A1: Player Entry

By entering the 2024 Australian Open, you agree to the following conditions. TA is happy to answer any questions you may have in relation to these conditions:

1. In participating in the 2024 Australian Open, you must comply with the Rules of Tennis as approved by the International Tennis Federation (ITF), the Tennis Anti-Corruption Program, the Grand Slam® Tournament Regulations, and the Grand Slam® Code of Conduct (as amended from time to time by the Grand Slam® Committee (GSC)). In addition, you must comply with all relevant ATP, WTA, and Tennis Australia (TA) policies, by-laws, regulations and rules (TA's policies can be obtained at www.tennis.com.au/about-tennis-australia/reports-and-policies/policies). From time to time, TA may also issue further instructions and directions if it considers it reasonable to do so in the interests of all players, coaches, spectators and any other persons on site.
2. You may be required to undergo drug testing as a result of the ITF Anti-Doping Program, Australian Government (including the Australian Sports Anti-Doping Authority) regulations, or other binding regulations imposed upon the Australian Open, or in accordance with a drug testing program approved by the GSC. Please note that if you wish to play in the 2024 Australian Open you must submit to the jurisdiction of these relevant bodies to enforce these drug testing programs (including the ITF Anti-Doping Program).
3. You and your accredited guests must comply with any precautionary measures and protocols relating to infectious illnesses, as may be updated from time to time and notified by TA. Protocols may change prior to or during the Australian Open. Any breach of protocols, measures and requirements that are in place at the time may lead to serious penalties as per the Grand Slam® Code of Conduct.
4. TA may withdraw your entry to the 2024 Australian Open if, on the advice of a public health authority or a medical advisor, you have an infectious illness, and it is considered in the best interests of ensuring the safety of others.

If you are withdrawn from the Australian Open for any reason, you agree to waive any rights to any expenses, claims, compensation, damages, costs or losses that you or any other third party suffers in connection with your withdrawal from the Australian Open from TA, employees officers, volunteers, servants and agents, including but not limited to, travel, transportation, accommodation, hospitality, prize money, third party costs and expenses, endorsements or sponsorships and agree to hold TA harmless for any such expenses, claims, compensation, damages, costs or losses.

5. Your entry into the 2024 Australian Open is subject to you complying with all relevant federal and state government requirements. TA may also, in its discretion, impose requirements that TA reasonably considers are in the best interests of health and safety of others.
6. You grant and assign to TA, official Australian Open broadcasters, media partners, sponsors, suppliers, other commercial partners and any other applicable third party reasonably nominated by TA from time to time the irrevocable, world-wide, perpetual and royalty-free right and license to make, show, produce, film, photograph, reproduce, publish, broadcast, transmit, display, communicate and otherwise use, at their discretion (for any purpose whatsoever and through or in connection with any medium, platform or form of communication, broadcast or transmission including television, internet and mobile telephony):
 - (a) any and all still pictures, motion pictures (including live or delayed filmed coverage), sound recordings and any other reproductions of any description of you captured, filmed or produced during or in connection with the Australian Open;
 - (b) any data in any way generated during or in connection with your participation in the Australian Open, including but not limited to statistics, violations of tennis rules and applicable terms (such as TA's Accreditation Conditions or these terms) and live scoring and player movement and performance analysis data and similar data (however produced including via your own wearable technology or analysis systems) ("**Match Data**").

By entering the Australian Open, you consent to TA's use of your personal information collected or obtained in connection with your registration or participation in the Australian Open in accordance with TA's privacy policy located at <http://www.tennis.com.au/privacy>.

You also expressly agree that TA may use Match Data to:

- (c) analyse your performance and the performance of your opponents;
- (d) undertake research and development relating to tennis and tennis tournaments; and
- (e) to develop and enforce tennis rules and codes of conduct.

TA may share Match Data with the ITF, WTA, ATP, Australian Olympic Committee, Sport Australia, the national governing bodies for tennis in the United States, France and the United Kingdom, and the entities that operate the US Open, French Open and Wimbledon Grand Slam tennis tournaments, for those same purposes (**Tennis Organisations**). TA may also share Match Data with other players in the Australian Open and their support teams (such as coaching staff) (**Other Players**).

You acknowledge and agree that Tennis Organisations and Other Players may be located outside of Australia (for example, in France, the United Kingdom and the United States of America). TA will use its best endeavours to ensure Tennis Organisations protect Match Data under appropriate contractual arrangements. However, while you may have rights against Tennis Organisations and Other Players under overseas privacy laws, they may not be subject to Australian privacy laws.

If you receive Match Data from TA, you must only use that data to analyse performance and not for any commercial purposes. TA makes no representation or warranty to you about the accuracy or completeness of the Match Data provided to you.

You further agree that your name, voice, likeness, image, player data and biographical material may also be used in any way including, but not limited to, for audio visual coverage, distribution and broadcast, providing information and news, archival purposes and publicising and promoting the Australian Open, TA, official Australian Open broadcasters, media partners, sponsors, suppliers, other commercial partners and any other applicable third party reasonably nominated by TA from time to time. You acknowledge that the usages, grant and assignment as described in this clause, including for commercial purposes, is without compensation to yourself, heirs, executors, administrators or assigns.

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However, please note that notwithstanding the above, TA will not authorise any company it is contractually associated with to use your name, voice, likeness, image, player data and biographical material in a way which constitutes an endorsement of a consumer product, without first obtaining your authorisation.

7. When reasonably requested by TA, you will have to co-operate with the media and participate in reasonable pre-match interviews, post-match interviews, press conferences, photo shoots, pre-event functions, interviews on-court and finals ceremonies. In doing so, you agree to be respectful of Australian Open sponsors and suppliers and will not publicly endorse or acknowledge any product, service or company. Lastly, at times your coach will need to be available for similar activities including televised pre-match, during match and post-match interviews.
8. To the fullest extent permitted by law, you acknowledge the risks associated with participating in the Australian Open, accept those risks voluntarily and release and discharge (on behalf of yourself, heirs and legal representatives), TA, its officers, directors, employees and representatives, of and from any and all claims, demands, suits, damages, costs (including legal costs), loss and injury you suffer or sustain, by negligence or otherwise, in connection with, or related to, your participation in the Australian Open.
9. Although prize money details are officially announced by TA prior to the Australian Open, please note that the total prize money may be reduced or allocated differently, at TA's sole discretion, in the event the Australian Open is cancelled for any reason. TA may also deduct costs and fines incurred by you throughout the Australian Open from prize monies earned.
10. Over the course of the Australian Open, TA may provide to you gifts and allowances in the form of travel expenses, meals, accommodation and other items. You acknowledge that the provision of such gifts and allowances is in TA's sole discretion and, to be eligible, you must comply with these conditions.
11. Other than for personal purposes only, you are not allowed to take any photographs, sound recordings, visual footage, audio-visual footage and any other reproductions by any means at the Australian Open (**Recordings**), whether in public or private restricted areas, including without limitation match play, in locker rooms and accreditation-restricted areas (this includes for 'user generated content' posted to social media), without TA's express consent. You agree to use reasonable efforts to ensure that your coach, trainers and other guests abide by this prohibition. If you do take Recordings without TA's consent:
 - (a) you assign all copyright and all other intellectual property rights in the Recordings to TA; and
 - (b) you licence TA to use the Recordings for any purpose in any media in perpetuity world-wide and without payment.
12. When playing at the Australian Open, you must compete at the best of your ability at all times and attend and participate in all tennis matches which you are scheduled to play (although of course, this is subject to injuries you may have or sustain).
13. You agree to participate in the Australian Open in a neutral manner in respect of conflicts between countries and/or territories. You agree not to promote any individual or entities that are sanctioned by the Australian Government. The Australian Government maintains a list of sanctioned entities and individuals which can be accessed at <https://www.dfat.gov.au/international-relations/security/sanctions/consolidated-list>. Breaches of this provision may be subject to the disciplinary provisions of the Grand Slam Tournament Regulations and Code of Conduct.
14. You agree not to do anything that may damage the reputation of TA or the Australian Open.
15. Without limiting the requirements in the Grand Slam® Code of Conduct, you must not visibly identify or display (without limitation) the name, logo, trade mark, image or likeness of a person or entity sanctioned by the Australian Government on your person, clothing, products or equipment:
 - (a) on court, before, during and after a match;
 - (b) at any press conference or tournament ceremony; and
 - (c) in any public area within the Melbourne and Olympic Park precinct.You further agree to use reasonable efforts to ensure that your coach, trainers and other guests abide by this prohibition.
16. Any matters relating to these conditions will be dealt with in accordance with the laws of the State of Victoria, Australia, and you agree to submit to the exclusive jurisdiction of the courts of Victoria, Australia.

Part A2: Player Guests, Accreditation and Tickets

1. You may request accreditation passes and tickets for the maximum number of guests prescribed by TA, provided each guest is either your coach, physiotherapist, trainer, hitting partner, family member and/or other genuine guest whose attendance is directly related to your participation in the Australian Open (**Player Guests**). You will need to specifically tell TA of your Player Guests and in what capacity you are nominating them (e.g. coach, trainer etc).
2. Please note, any accreditation passes and/or tickets issued to you and your Player Guests must be approved by TA and can be withheld or revoked by TA in its discretion. In particular, you must not receive any direct financial or other benefit(s) as consideration in connection with your accreditation pass or your Player Guest accreditation passes or in connection with any player tickets issued by TA.
3. Any accreditation pass and any player tickets granted by TA to you and any Player Guest must only be used for and by you and your legitimate Player Guests. Accreditation passes and tickets are also subject to the [Accreditation Conditions](#), TA policies which can be obtained at www.tennis.com.au/about-tennis-australia/reports-and-policies/policies, TA's [Ticketing Conditions of Sale and Entry](#) and any further and reasonable instructions or directions of TA.
4. Accreditation passes and tickets issued to you and any Player Guest is for the sole use of the individual identified and for the sole use by that individual in the particular capacity identified by you.
5. TA will only issue one accreditation pass per Player Guest during the Australian Open, except where approved otherwise. You will not be able to change your accreditation pass to another capacity, designation or category (for example, you will not be able to change your accreditation pass to that of a coach, trainer or Player Guest of another player remaining in any draw). Your Player



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Guests also cannot change their accreditation pass to another capacity, designation or category nor change their accreditation pass to be affiliated with another player remaining in any draw, except where otherwise approved by TA in its discretion.

6. You will not be able to provide your accreditation pass and Player Guest accreditation passes and player tickets to any other person (for example, by changing, extending, transferring, selling, swapping or switching any passes or tickets), except where approved by TA.
7. You will be responsible for the behaviour of each of your Player Guests issued with a Player Guest accreditation pass or player ticket and may be penalised for the actions of your Player Guests. Please note, this extends to the conduct of your Player Guests at the 2024 Australian Open.
8. Please note, your accreditation pass and your Player Guest accreditation passes will automatically expire two days following your elimination from the Australian Open, except where otherwise approved by TA in its discretion.

Part B: Use of Gymnasiums (where applicable)

1. In this Part B:

"Australian Open Gymnasium" means any gymnasium equipment and facilities located at Melbourne Park, including recovery centre facilities, warm-up/stretch areas and National Tennis Centre facilities.

"Claim" means and includes any action, suit, proceeding, liability, claim, demand, loss, damage, cost or expense however arising, including but not limited to, negligence.

"Gym Activities" means the use or enjoyment of the Australian Open Gymnasium.

"Melbourne Park" is the structure located at the corner of Batman Avenue and Olympic Boulevard, Melbourne.

"MOPT" means Melbourne and Olympic Parks Trust and where the context provides, includes its directors, employees, contractors and agents.

"TA" means Tennis Australia Limited trading as Tennis Australia and where the context provides, includes its directors, employees, contractors and agents.

2. **Warning:** You acknowledge that you may be exposed to certain risks during any participation in the Gym Activities including, but not limited to:

- (a) you may be physically or mentally injured, maimed or killed;
- (b) other participants may act dangerously or with lack of skill; and
- (c) your property may be damaged, lost or destroyed.

You acknowledge that accidents can, and often do happen, which may result in you being injured or killed, or your property being damaged. You acknowledge that you have attended a "facility induction" program in relation to the Gym Activities and you have been advised of the safe use of the facilities and equipment. You acknowledge that the Gym Activities are not patrolled by supervisors (at all times) and participation in these areas unaccompanied should be avoided.

You will not participate in the Gym Activities while intoxicated or affected by drugs and you may assume a role involving responsibility for the safety of others participating in the Gym Activities. This means you will accept responsibility for the safety of others participating in the Gym Activities. This means you will accept responsibility for the safety of another person and if an injury occurs as a result of your careless act, omission or negligence then you fully assume responsibility for any harm done and you will not hold TA or MOPT responsible. You have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Gym Activities or any other activities you choose to engage in from time to time within the Australian Open Gymnasium.

3. **Exclusion of guarantees:** You acknowledge that where you are a consumer of recreational services, as defined by any relevant law, certain guarantees usually implied into a contract for the supply of goods or services may be excluded. You acknowledge that these guarantees and rights and any liability of TA and/or MOPT flowing from them, are expressly excluded to the extent possible by law, by this declaration. You have voluntarily read and understood the notice included as part of this document.

4. **Release and indemnity:** In consideration of being provided with access to the Gym Activities and your participating in the Gym Activities, you agree that, to the extent permitted by law:

- (a) you release TA and MOPT from all Claims that you may have, or may have had, but for this release arising from, or in connection with, your participation in the Gym Activities; and
- (b) you agree to indemnify, defend and hold harmless TA and MOPT in respect of any Claim by any person arising from or in connection with your participation in the Gym Activities.

5. **Fitness to participate:** You declare that you are medically and physically fit and able to participate in the Gym Activities. You will immediately notify TA and MOPT of any change to your medical condition, fitness or ability to participate. You understand that if TA and MOPT were not provided with all relevant and necessary information about your health and capacity they would not be able to fully appreciate the risk of harm or injury to you in providing any instruction and in allowing you to participate in the Gym Activities. You understand that TA and MOPT will continue to rely upon this declaration as evidence of your fitness and ability to participate.

6. **Severance:** If any provision of this document is invalid or unenforceable, the phrase or clause is to be read down, if possible, so as to be valid and enforceable. If the phrase or clause cannot be so read down it will be severed to the extent of the invalidity or unenforceability. Such severance does not affect the remaining provisions of this document.

7. **WARNING UNDER THE Australian Consumer Law and Fair Trading Act 2012 ("Australian Consumer Law"):** Under the Australian Consumer Law, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are rendered with due care and skill; and are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and might reasonably be expected to achieve any result you have made known to the supplier. Under section 22 of the Australian Consumer Law, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law 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.

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* and section 22(3)(b) of the Australian Consumer Law.

Part C: Medical Arrangements

1. Australian Open Treatment Options

You understand that the following medical treatment options are available to you during the 2024 Australian Open:

- (a) treatment by providers appointed by Tennis Australia Limited (**TA**) as the official Australian Open medical and allied health services providers (**Official Providers**);
- (b) treatment by ATP Tour Inc (**ATP**) / WTA Tour Inc. (**WTA**) athletic trainers and physiotherapists on-site during the Australian Open (**ATP/WTA Providers**); and
- (c) TA will also provide a private treatment area for players who wish to be treated by their own health service providers (**Private Health Care Providers**).

2. Consent to Treatment

You consent to the Official Providers and the ATP/WTA Providers consulting with and treating you.

3. Consent to Emergency Treatment

You consent to TA obtaining on your behalf any emergency medical assistance, treatment and/or transport as it deems reasonably necessary during your participation in the Australian Open, including during training sessions and associated activities.

4. Consent to Collection and Storage of Medical Records

By competing in the 2024 Australian Open, you:

- (a) consent to Official Providers and ATP/WTA Providers sharing your Medical Records with TA;
- (b) consent to TA collecting and storing your Medical Records (including by entering your Medical Records into its Athlete Management System (**AMS**));
- (c) acknowledge that, subject to TA complying with applicable privacy and health records legislation, your Medical Records may be:
 - i. shared with the ATP/WTA (as applicable). Please note, you may withdraw consent in accordance with clause 4(d) below;
 - ii. disclosed to doctors, physiotherapists and other relevant health service providers, who require access to your Medical Records in order to consult with and treat you (including, but not limited to, those appointed by TA); and
 - iii. used by TA for the purpose of research (in a de-identified manner), and for assessing and improving its programs and events.
- (d) agree that:
 - i. you have no proprietary rights to the AMS, nor to your Medical Records;
 - ii. you may revoke the consents in this document, but not retrospectively, by notifying TA in writing. If you revoke consent, TA will retain a copy of your Medical Records for use if you participate in any subsequent Australian Open or any other TA competition or event, and otherwise for the purpose of assessing and improving its programs and events or for research (in a de-identified manner); and will otherwise deal with your Medical Records in accordance with applicable legislation including, but not limited to, the Privacy Act and the Health Records Act; and
 - iii. sub-clauses (a) (b) and (c) will survive revocation of the consents given by you.

Medical Records means your entire past, present or future health or medical records in any form and may include any and all information related to any injuries or illness for which you have received treatment and any and all related treatment notes, related diagnostic test results and clinically significant findings associated with your medical care. Medical Records shall not include any insurance information or other personal information not necessary for medical treatment.

5. Acknowledgement and Release

You acknowledge and understand that:

- (a) TA is not responsible for medical treatments and only facilitates the services described in clause 1 of this Part C as they are essential for players during the Australian Open;
- (b) TA does not accept any responsibility or liability for such treatments; and
- (c) there are risks associated with obtaining treatment on-site at Melbourne Park during the Australian Open from Official Providers, ATP/WTA Providers and Private Health Care Providers and you accept those risks voluntarily.

You release and discharge, on behalf of yourself and your heirs and legal representatives, TA, its officers, directors, employees and representatives, of and 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 allied health services, ultrasound services and/or other treatments or health services you receive during the Australian Open (including from Official Providers, ATP/WTA Providers and Private Health Care Providers).