

## **TENNIS HOT SHOTS PROGRAM TERMS & CONDITIONS**

By registering to be a Tennis Hot Shots Program coach ("**Coach**") each Coach agrees to the terms and conditions set out below ("**Terms and Conditions**").

Tennis Australia Limited ("**Tennis Australia**") may accept or reject this application for registration in its absolute discretion. It is the Coach's responsibility to ensure that they have met and continue to meet the requirements specified in these Terms and Conditions. If the Coach breaches any of these Terms and Conditions or fails to meet any of the requirements specified in these Terms and Conditions Tennis Australia may, in its absolute discretion, suspend or terminate the registration. Without limiting the foregoing, Tennis Australia reserves the right to reject an application for registration, or suspend or cancel an existing registration, if the Coach has delivered or is delivering any coaching activity that is not endorsed by the International Tennis Federation or Tennis Australia.

Tennis Australia may at any time withdraw a Coach's right to conduct the Tennis Hot Shots Program if Tennis Australia elects or is compelled or obliged to cease promoting and conducting the Tennis Hot Shots Program for any reason.

There are no refunds for registration fees for the Tennis Hot Shots Program (even if a registration is suspended or cancelled) and registrations are not transferable.

### **You are responsible for your assistant coaches and volunteers**

The Coach is responsible for ensuring that each assistant coach helping with running the Tennis Hot Shots Program is supervised by a Tennis Australia Coach Member (fully qualified Members only), has gone through the screening processes set out in section 5 in the Member Protection Policy and complies with these Terms and Conditions. Each Coach will remain fully responsible and liable to Tennis Australia under these Terms and Conditions for any act or omission of any sub-contractor, employee or volunteer (including any assistant coaches) as if such act or omission was performed or done by the Coach him/herself.

### **Coach Requirements**

It is the responsibility of the Coach to:

- a. renew their registration as a Tennis Hot Shots Coach as required and advised by Tennis Australia, should they wish to continue conducting the Tennis Hot Shots Program;
- b. ensure their Tennis Hot Shots Program includes the following three key components:
  1. a learning through play philosophy;
  2. the use of scaled equipment i.e. smaller courts, racquets and low-compression balls;
  3. a progressive pathway via the blue, red, orange and green stages;
- c. encourage all pupils to register online for their year round benefits;
- e. comply with the branding and logo guidelines when using the Tennis Hot Shots logo and program name; and
- f. honour all Tennis Hot Shots marketing and advertising promotions conducted by Tennis Australia, including the 'free trial' offer on the Tennis Hot Shots website ([hotshots.tennis.com.au](http://hotshots.tennis.com.au)), as directed by Tennis Australia. Notwithstanding this provision, you otherwise retain flexibility over how you wish to market and promotion of your program (subject to these terms and conditions).

### **Branding Guidelines**

The Coach must use the full program name of “Tennis Hot Shots” in its self-promotion (e.g. club website and brochures) or any other designation as directed by TA from time to time. If Tennis Australia changes the name of the program, or announces a new sponsor for the program, the Coach must update all promotional, marketing and advertising of the program in accordance with the directions of Tennis Australia

### **Logo Guidelines**

Registered Coaches of the Tennis Hot Shots Program are granted the use of the program logo for marketing and promotional purposes in accordance with the following conditions:

- a. Tennis Australia grants to the Coach a licence to use the Tennis Hot Shots logo (as provided to the Coach and amended by Tennis Australia from time to time, or such other Tennis Australia logo nominated by Tennis Australia from time to time) (“**Logo**”) on the Coach’s approved marketing and promotional material that complies with (b) to (e) below.
- b. The Coach must only display, use or refer to the Logo as approved by Tennis Australia and in good faith and so as to enhance and promote the goodwill and reputation of Tennis Australia and the Tennis Hot Shots program.
- c. The Logo must be used in accordance with Tennis Australia’s Tennis Hots Shots Brand Guidelines (as notified to the Coach and amended by Tennis Australia from time to time), including when the Coach uses the Logo on flyers, court signage, marketing banners, letterheads, website and other items to which Tennis Australia has provided its prior written consent. The most recently updated version of the Tennis Hot Shots Brand Guidelines must be adhered to and will be available on the “Bounce” website. Tennis Australia may conduct random audits to ensure compliance with Brand Guidelines.
- d. In using the Logo, the Coach must comply with any reasonable direction of Tennis Australia.
- e. The Logo cannot be altered or modified in any way and must only be used in accordance with these Terms and Conditions.
- f. Tennis Australia reserves the right to revoke the Coach’s right to use the Logo at any time. Reasons for revocation may include, but are not limited to, a failure by the Coach to adhere to the above requirements. If this occurs, or if the Coach’s Tennis Hots Shots registration is not renewed, or is suspended or terminated, the Coach must immediately cease all use of the Logo.
- g. Notwithstanding any support provided by TA, the Coach is responsible for the running of the Tennis Hot Shots program it delivers and are responsible for its own marketing and for developing the method of delivery. The Coach may rely on TA’s training modules and support, but there is no obligation to do so.

### **Tennis Australia Policies**

The Coach is subject to and agrees to comply with and be bound by all relevant Tennis Australia Policies and By-Laws including the Member Protection Policy, the Coach Membership Policies and the Anti-Doping Policy (each as amended from time to time) which are available at [tennis.com.au/coaches/membership/policies](https://tennis.com.au/coaches/membership/policies) and [tennis.com.au/about-tennis-australia/reports-and-policies/policies](https://tennis.com.au/about-tennis-australia/reports-and-policies/policies).

### **Member Protection Declaration, Working with Children Check, National Police Check**

A Member Protection Declaration must be signed by the Coach and submitted at the time of application for TA Coach Membership, along with the submission of a valid original Working with Children check (or the relevant state equivalent) and a National Police Check. If, amongst other matters, Tennis Australia becomes aware that the Coach is under investigation in relation to any

criminal matter of the kind referred to in Tennis Australia's Member Protection Policy, or any relevant change to the Coach's working with children status, that Coach's registration may be suspended or cancelled in accordance with the Conditions of the TA Coach Membership Program.

The Coach is responsible for ensuring any assistant coaches or volunteers helping with running the Tennis Hot Shots Program comply with state/territory legislation in regard to working with children. Tennis Australia may conduct random audits to ensure compliance. In the case of non compliance, Tennis Australia reserves the right to terminate or suspend the Coach's registration.

### **Insurance**

The Coach is responsible for ensuring that any assistant coaches and volunteers that are helping on-court with running the program carry their own insurance and/or are Tennis Australia Coach Members whereby they are included in the Tennis Australia Coach Membership Insurance program.

Insurance for volunteers and school teachers: separate requirements may apply to volunteers and school teachers delivering the Tennis Hot Shots Program. If you are a volunteer or school teacher, please contact Tennis Australia to discuss these requirements.

### **Indemnity and Release**

The Coach agrees to indemnify, defend and hold harmless Tennis Australia, its directors, officers and employees against any loss, damage, claim and expense arising out of or in connection with:

- a. any negligent, reckless, wrongful or unlawful act or omission of the Coach (or a subcontractor, employee, agent, volunteer or assistant coach) in connection with the Tennis Hot Shots Program;
- b. any illness or injury to, or any loss of or damage to any property of, the Coach or a participant of the Tennis Hot Shots Program; or
- c. any breach by the Coach of these Terms and Conditions.

The Coach releases Tennis Australia and its directors, officers and employees from any liability to the Coach arising out of or in connection with:

- 1. any loss of or damage to any property of the Coach, a participant of the Tennis Hot Shots Program or any property for which the Coach is responsible in connection with the Tennis Hot Shots Program; or
  - 2. any injury or illness or death of the Coach or any participant in the Tennis Hot Shots Program.
- The indemnities and releases set out above survive the expiry or termination of the Coach's registration and these Terms and Conditions.

### **Privacy Statement**

To consider, process and administrate each Coach's registration and to provide each Coach with information in relation to the Tennis Hot Shots Program and other related purposes, Tennis Australia needs to collect personal information about the Coach. When providing personal information, the Coach agrees that this will be used by Tennis Australia and other Australian Tennis Organisations under the terms of this statement, and the tennis privacy policy located at [www.tennis.com.au/privacy](http://www.tennis.com.au/privacy), which contains information about how the Coach may access and seek correction of their personal information or complain about a breach of privacy, and how Tennis Australia will deal with that complaint. If the Coach does not agree, the Coach must not provide their personal information, and the Coach may be unable to access the Tennis Hot Shots

Program and all of our products and services. Tennis Australia and other Australian Tennis Organisations may disclose the Coach's personal information to other parties, including Tennis Australia's related companies, other Australian Tennis Organisations, and third parties who provide Tennis Australia services. From time to time, these third parties may be located (and therefore personal information may be disclosed) overseas, including to the USA and the Netherlands and as otherwise specified in the Tennis Australia privacy policy. Tennis Australia and other Australian Tennis Organisations may use and disclose the Coach's personal information for direct marketing purposes regarding the Tennis Hot Shots Program and the products and services the Coach signs up to receive, unless the Coach opts-out (which can be done at any time in accordance with the Tennis Australia privacy policy).

Without limiting any of the above, each Coach's name, business name, phone number and/or email address will be included on Tennis Australia's websites (tennis.com.au and hotshots.tennis.com.au) and in selected press ads promoting Tennis Hot Shots as per each Coach's instructions via their My Tennis profile. Each Coach must promptly update their profile page on the Coach Membership My Tennis page to reflect any updated details relating to that Coach's conduct of the Tennis Hot Shots Program (including times and venues) as and when such details change from time to time.

Where the Coach provides to Tennis Australia any personal information of a third party ("**Third Party Personal Information**") (eg participants of the Tennis Hot Shots Program conducted by the Coach), the Coach must ensure that:

- a. the Coach has verified and confirmed that the Third Party Personal Information is accurate, complete and up to date; and
- b. the person to whom the Third Party Personal Information relates (or, where the person to whom the Third Party Personal Information relates is under 18 years old, the parent or legal guardian of that person) has:
  1. been informed of and accepted the privacy policy located at [www.tennis.com.au/privacy](http://www.tennis.com.au/privacy) and privacy statement located at [www.tennis.com.au/privacy-statement](http://www.tennis.com.au/privacy-statement); and
  2. given prior written consent to the provision of the Third Party Personal Information to Tennis Australia by the Coach.

### **Discontinuation from the Program**

If a Coach discontinues from the Tennis Hot Shots Program at any stage, they must not make any public representation(s) as to their continued involvement with the program. Tennis Australia may request that the Coach return specific promotional items to it (e.g. banners and posters) and the Coach must comply with any such requests immediately.

### **Variation of these Terms and Conditions**

Tennis Australia reserves the right to vary or amend these Terms and Conditions from time to time by replacing these Terms and Conditions on its website.