

TENNIS AUSTRALIA – 2019 TOURNAMENT AGREEMENT DISCLAIMER

IF YOU BREACH THESE CONDITIONS YOU MAY BE PROHIBITED FROM HOSTING FUTURE AUSTRALIAN RANKINGS TOURNAMENTS.

Background

By completing and submitting this application to host an Australian Rankings Tournament, and in the event of this application being successful, your tennis club/association (You, Your, the Club) agrees to the following terms and conditions.

You understand that a failure to comply with these terms and conditions may result in Tennis Australia (in its absolute discretion) refusing to sanction future events involving the Club or revoking your right to host such events.

Conduct of the Tournament

1. You agree not to engage in any conduct or do anything that will bring, or is likely to bring, Tennis Australia into ridicule or disrepute.
2. You agree to provide Tennis Australia and Your state Member Association by 07 September 2018, a copy of a completed Tournament Match Plan, including the following mandatory details: the size of the draw for each event offered at Your Tournament, the scoring format of each event at Your Tournament, times and scheduling for when each round of matches will be played during Your Tournament, a final calculation of how many total matches are planned for each day of Your Tournament and the total number of courts required to complete these matches. Failure to do so will result in your tournament not being published to the website calendar.
3. You agree to provide to Tennis Australia by 12 August 2018, a copy of a current and valid Working With Children Check and a National Police Check for the Tournament Director of Your Tournament. Failure to do so will result in your tournament not being published to the website calendar.
4. Upon confirmation from your Member Association and Tennis Australia, you agree to publish the Tournament Planner file for the 2019 tournament by 05 October, 2018 and in the form required by Tennis Australia from time to time. Failure to do so will result in your tournament not being published to the website calendar.
5. You agree to conduct the tournament in accordance with Tennis Australia's current requirements for hosting an Australian Rankings Tournament. (The main requirements and any rule changes have been outlined and sent to all tournaments during the application process, but Tennis Australia reserves the right to alter, amend or replace these requirements at any time by notice to you). The fully detailed 2019 Australian Ranking Tournament Regulation documents will be released in October 2018). We also agree to conduct the tournament in accordance with all applicable Tennis Australia and ITF policies, procedures, By-Laws, guidelines, rules and regulations (each as amended from time to time, which are available upon request, and which includes but is not limited to Tennis Australia's Member Protection Policy, the Anti-Doping Policy, the Code of Behaviour, the Disciplinary Policy, Social Media Policy and the Uniform Tennis Anti-Corruption Program made available at <http://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies>
6. You agree to conduct the tournament using Tennis Australia's approved tournament computer software program (being Tournament Planner), and to input all information into that software program as required by Tennis Australia (including all draws, match times and player information such as full names, current membership numbers, date of births, state of residency, phone numbers and email addresses. You agree to provide this player information to Tennis Australia, and agree to obtain all necessary consents from players in order to do so. You agree not to publish this player information unless appropriate consents have been obtained from players in relation to the publication and release of their personal information.



7. You agree to publish all match results to the tournament website at a minimum immediately following the last match each day and if possible, every three (3) hours throughout the day. You also agree to provide those match results to Tennis Australia for publication on Tennis Australia's nominated website/s.
8. You agree to publish the completed Tournament Planner file (with code violations inputted into the Tournament Planner file) to the tournament results website (<http://tournaments.tennis.com.au>) by 5:00pm the day following the tournament's completion.
9. You agree to abide by the requirement that all players entering an Australian Ranking event must enter via Tennis Australia's approved online registration platform (in 2019, this will be Tournament Planner and Stripe). Please note that online entries must be opened a minimum of six (6) weeks prior to the entry closing date.
10. You agree to complete all required tournament reports required by Tennis Australia and/or Our Member Association from time to time (including Tournament Director & Tournament Referee Reports) and send to Tennis Australia and your relevant Member Association before 5:00pm seven (7) days following the tournament's completion. Each such report must be in a form approved by Tennis Australia from time to time.
11. You agree to meet all of Tennis Australia's requirements for the number and qualifications of Referees, Court Supervisors, Chair Umpires and linespeople (such requirements as notified by Tennis Australia to You from time to time). Tennis Australia and its Member Associations may also require tournaments to supply local people/members for court supervisor roles.
12. You agree to be responsible for all signage, tidiness of clubhouse and surrounds, first-aid, restringing and canteen services (to a standard acceptable to Tennis Australia from time to time).
13. You agree to operate Your tournament in line with the recommended draw formats proposed by Tennis Australia for 2019.
14. You agree that Tennis Australia and Your relevant Member Association have the final decision about tournament dates and that, if requested by Tennis Australia, You will be required to move Your tournament to ensure an improved alignment.
15. You will ensure that the tournament complies with Tennis Australia's minimum duration requirements for a tournament as described in the requirements document notified by Tennis Australia to You from time to time (with the correct procedures followed if draw sizes exceed the stated amount).
16. You will be, and remain, an affiliated club/centre with Your Member Association.
17. You agree to obtain Tennis Australia's (or if Tennis Australia elects, Your Member Association's) prior written approval of all Australian Ranking event seedings prior to the tournament.
18. You will ensure that all competitors in the Australian Ranking Tournament You are hosting are members of an affiliated club/centre in Australia. Players' My Tennis membership numbers must be collected during the entry process.
19. You agree that the sanction fees payable to Your Member Association must be paid within the stated deadlines once the tournament has been approved for inclusion in the calendar.

Betting Activity

20. In accordance with the Uniform Tennis Anti-Corruption Program, all tournament support personnel (which includes any tournament director, owner, operator, employee, agent, contractor or any similarly situated person at an Australian Rankings 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:

- i) any knowledge or suspicion of any inappropriate betting activity; and
- ii) any approach by any person who offers or provides money, benefit or consideration to tournament support personnel to either influence the outcome of any aspect of the Australian Rankings Tournament, or provide inside information related to the Australian Ranking Tournament to the Tennis Integrity Unit as soon as possible by contacting info@tennisintegrityunit.com

Nothing in this paragraph 20 shall modify or limit the full text of the Uniform Tennis Anti-Corruption Program.

Intellectual Property

21. You will ensure that the tournament uses the Australian Money Tournament and Junior Tournament logo headings for any marketing collateral produced for the event. This includes any hard-copy entry forms, fact sheets and posters. You also agree to have any such marketing collateral approved in writing by Tennis Australia (or if Tennis Australia elects, Your Member Association) prior to printing or distribution (minimum of 60 days prior to entry closing date).

22. You agree that Tennis Australia owns all rights in relation to all Australian Rankings Tournaments (including the tournament You conduct), including all intellectual property and other proprietary rights arising in or as a consequence of the Australian Rankings Tournaments. You agree that You will not seek to exercise these rights, or use these properties, without Tennis Australia's prior written approval (such approval to be given or withheld in Tennis Australia's absolute discretion).

General

23. You agree to release and indemnify Tennis Australia and Your Member Association from and against all damages, costs, losses, expenses, liabilities and claims that arise from or in connection with Your hosting of an Australian Rankings Tournaments.

24. You agree to otherwise manage and conduct the relevant tournament in accordance with directions issued by Tennis Australia from time to time.

25. You hereby declare that to Your knowledge and belief whatever is stated in the Tournament Application is absolutely true and correct and that you have not concealed, distorted or misrepresented any fact.