

## Asia-Pacific Tennis League (ATL)

### 1. ENTRY CONDITIONS

(a) This Asia-Pacific Tennis League will be conducted in accordance with the Uniform Tennis Australia Anti-Corruption Program, Tennis Australia's Member Protection Policy, the applicable rules and regulations and the Tennis Australia's Code of Behaviour (each as amended from time to time).

(b) Acknowledgment of Policies, Rules and Regulations: I acknowledge and agree that all Tennis Australia policies can be readily viewed at [www.tennis.com.au](http://www.tennis.com.au) and that it is my responsibility to view these and seek clarification, if required, from the Tennis Australia Tournaments & Competitions Department. As a participant in a Tennis Australia sanctioned event I agree to comply with and be bound by the ITF Rules of Play, the Uniform Tennis Anti-Corruption Program, the Tennis Australia Code of Behaviour (including its reference to spectator behaviour and interference), the Tennis Australia Member Protection Policy, the Tennis Australia Anti-Doping Policy, the applicable rules and regulations, and any other policy, rule procedure or regulation of which Tennis Australia notifies me of from time to time.

(c) 'Uniform Tennis Anti-Corruption Program' statement:

For players and their "related persons" (defined as '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 an Event at the request of the Player or any other Related Person') –

I acknowledge that Professional Tennis has a Uniform Tennis Anti-Corruption Program and the Program rules are included in the 2012 Official Grand Slam Rule Book. I accept that I must comply with and be bound by all provisions included in the Uniform Tennis Anti-Corruption Program. The Uniform Tennis Anti-Corruption Program prohibits certain conduct by a player and their "related persons", as defined in the rule, including, but not limited to, (i) wagering on any tennis match, (ii) contriving or attempting to contrive the outcome of any tennis match, (iii) providing for consideration information concerning the condition or status of players, and (iv) the failure to report to the Tennis Integrity Unit as soon as possible any knowledge I may have regarding potential violations of the Uniform Tennis Anti-Corruption Program. Nothing in this paragraph shall modify or limit the full text of the Uniform Tennis Anti-Corruption Program.

(d) Player Behaviour: I acknowledge that if I behave inappropriately, as determined by Tennis Australia acting reasonably, I may be denied entry at future Tennis Australia and Member Association sanctioned events, and such behaviour will be dealt with in accordance with the above mentioned policies. This includes, but is not limited to, behaviour at tennis venues, hotels and in transport vehicles.

(e) Spectator Behaviour Statement: I acknowledge that if one or more of my friends or family who are spectators at the event behave inappropriately, as determined by Tennis Australia acting reasonably, I may be denied entry at future Tennis Australia and Member Association sanctioned events, and such behaviour may be dealt with in accordance with the above mentioned policies. This includes, but is not limited to, behaviour at tennis venues, hotels and in transport vehicles.

(f) Exclusivity: If I am selected to play in a particular team in the Asia-Pacific Tennis League during the tournament season, I agree not to play for any other team in the Asia-Pacific Tennis League during that tournament season.

(g) Best efforts: In consideration of Tennis Australia accepting my entry and making the base player payment, I agree to use my best efforts when playing. I acknowledge that if I fail to use my best

efforts when playing a match, as determined by Tennis Australia acting reasonably, Tennis Australia may withhold my base player payment for that match.

(h) **Publicity and Promotion:** In consideration of Tennis Australia accepting my entry into the tournament, I grant and assign to Tennis Australia and the host club/centre/association and any third party at the reasonable discretion of Tennis Australia the right in perpetuity throughout the world to make, use, show and reproduce at their discretion, motion pictures, still pictures and live, taped or filmed television, sound recordings and any other reproductions of any description of me taken or produced during or in connection with the tournament. I agree that my name, voice, likeness, image, date of birth, age 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, results of the tournament, audio visual coverage, distribution and broadcast of the tournament, archival purposes, and publicising, promoting and advertising Tennis Australia and the tournament. I acknowledge and agree that this usage, including for commercial purposes, is without compensation or notice to myself, heirs, devisees, executors, administrators or assigns

(i) **Appearances:** In consideration of Tennis Australia accepting my entry, I agree to attend and participate in up to two tennis related activations per year, if requested by Tennis Australia or a Member Association to do so. When appearing at such activations, I agree to promote the sport of tennis and encourage participation. Such activations will be determined by Tennis Australia or a Member Association, but could include such things as school tennis clinics, MLC Tennis Hot Shots events, clinics conducted at tennis clubs or talent development activities.

(j) **Media:** In consideration of Tennis Australia accepting my entry, I agree to participate in any related media activities, if I am requested to do so by the conference director.

(k) **Tennis Coach Statement:** Tennis Australia recommends that your coach is a TA Coach Member. This will ensure that the coach:

- (i) Has a coaching qualification recognised by Tennis Australia and the Australian Sports Commission
- (ii) Has currently updated his/her coaching credentials via ongoing professional development
- (iii) Has met legislative requirements for Working With Children Check (or relevant State equivalent)
- (iv) Has an updated first aid qualification

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

## 2. FILMING / PHOTOGRAPHY AT ASIA-PACIFIC TENNIS LEAGUE AND OTHER TENNIS AUSTRALIA SANCTIONED TOURNAMENTS AND COMPETITIONS

Note that the following restrictions apply to filming or photography by any means, including camera, video camera, mobile phone or other wireless device.

(a) By virtue of clause 1(h) above, Tennis Australia, the host venue and any third party at the reasonable discretion of Tennis Australia (for example, the relevant Member Association) have the perpetual right to make, show and reproduce still and motion pictures of entrants at Tennis Australia sanctioned tournaments and competitions.

(b) Otherwise, filming or photography of players on court is only permitted where:

(i) 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). The fact that a player or their parent/guardian does not object to filming or photography is not enough;

(ii) the host venue provides its express consent to the proposed filming/photography on its premises;

(iii) the referee is aware of the proposed filming or photography consents to that filming; and

(iv) a flash is not used.

(c) Filming or photography is permitted off court for private and domestic use only. Photographs must not be sold, licensed, published (including electronically) or otherwise commercially exploited.

(d) Filming and photography are strictly prohibited in restricted areas including change rooms

(e) At all times, the referee has discretion in relation to all filming and photography. Any person deemed to be acting inappropriately will be asked to cease taking photographs/film, may have their camera/video camera/mobile phone/other device confiscated whilst they are onsite at the tournament or may be asked to leave the tournament venue.

### 3. ATHLETE MANAGEMENT SYSTEM CONSENT CONDITIONS

#### (a) CONSENT TO TREATMENT

In consideration of Tennis Australia accepting my entry into events sanctioned by it and providing me with medical and other health services during those events, I consent to Tennis Australia's doctors and other health service providers (including but not limited to its Primary Health Care Providers or physiotherapists) consulting with, screening and treating me.

#### (b) CONSENT TO COLLECTION AND STORAGE OF PERSONAL AND HEALTH INFORMATION

In consideration of Tennis Australia accepting my entry into events sanctioned by it and providing me with medical and other health services during those events, I

(i) consent to Tennis Australia collecting and storing my personal information as well as records of consultations and/or treatment ("Database Information") (including by entering such details into the electronic Athlete Management System ("AMS")).

(ii) acknowledge that, subject to Tennis Australia complying with applicable privacy and health records legislation, my Database Information may be:

(A) disclosed to doctors, physiotherapists and other relevant health service providers who require access to any Database Information in the course of treating me; and

(B) used by Tennis Australia for the purpose of assessing and improving its programs and events or for research.

(iii) I understand that tennis is a physical sport and that there is risk of injury involved in participating in and being present at Tennis Australia sanctioned events, and I consent to Tennis Australia disclosing my Database Information and obtaining on my behalf any emergency medical assistance, treatment and/or transport as deemed reasonably necessary during my participation in such events. This assistance, treatment and transport will be at my expense unless agreed otherwise;

(iv) agree: (A) I have no proprietary rights to the AMS, nor to any Database Information;

(B) upon the termination or expiry of this agreement Tennis Australia will:

(1) retain a copy of all Database Information for use in any subsequent relationship into which I enter with Tennis Australia;

- (2) use my Database Information for the purpose of assessing and improving its programs and events or for research; and
- (3) deal with such Database Information in accordance with applicable legislation including but not limited to the Privacy Act and the Health Records Act; and
- (C) sub-clauses (A) and (B) above will survive any termination of this agreement.

(c) APPLICATION OF CONSENTS

The consents in clauses 3(a) and 3(b) above extend to all events at which doctors and Primary Health Care Providers are engaged and made available by Tennis Australia.

(d) SURVEYS

I consent to completing any surveys or questionnaires or participating in research administered or approved by Tennis Australia which is relevant to tournaments and events sanctioned by Tennis Australia, provided that I understand that I can withdraw that consent at any time in relation to any particular survey, questionnaire or research activity.

(e) TERM AND TERMINATION

I agree that the above consents will be binding from the date that I first gave such consents and for as long as I participate in events sanctioned by Tennis Australia, or until I otherwise advise Tennis Australia in writing that I wish to revoke those consents.

#### 4. PRIVACY

Tennis Australia requires the information requested in this form to administer its events and for related purposes which can reasonably be expected (including asking you for feedback and publishing player ranking results). In this regard, you acknowledge and agree that Tennis Australia may publish in any media (including print and online) your name, age, date of birth, locality and other relevant information for the purposes of Tennis Australia's national player ranking systems and for similar purposes. You are able to access your personal information through Tennis Australia upon reasonable notice. Except where permitted or required by law, or where your consent has been obtained, this information will not be disclosed to third parties.

This information will only be used by Tennis Australia, its Member Associations and the Australian Sports Commission (ASC) for the purpose of administering the Asia-Pacific Tennis League. Personal details will be provided to member associations/clubs/associations/ regions/teams in order for them to contact you to determine whether you are interested in participating for their team. Your personal information will also be used to provide you with updates/ receiving timely and relevant information and communications related to tennis and/or those organisations' other purposes.

#### 5. RELEASE AND INDEMNITY

In consideration of my participating in Tennis Australia's events, I agree to release and discharge Tennis Australia from all liability, including but not limited to Tennis Australia and its directors, officers, employees, volunteers and agents' negligence or carelessness.

Without limiting the foregoing, I also agree to release, defend, hold harmless and indemnify Tennis Australia and its directors, officers, employees, volunteers and agents from and against any actions,

proceedings, claims, demands, expenses (including legal expenses), damages and liabilities howsoever arising or incurred as a result of or in connection with my participation in those events, my conduct and/or my negligence.

#### 6. AMENDMENT

Tennis Australia reserves the right to review and amend the above entry conditions where Tennis Australia acting reasonably deems the amendments to be in the best interest 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).

#### PARTICIPANT AGREEMENT

I have read and understood and agree to be bound by the above terms and to give the above consents. I warrant that all information provided is true and correct. In participating in the events, I consent to being bound by Tennis Australia's policies, including but not limited to its Member Protection Policy.