

Hot Shots Terms and Conditions

Introduction

1. ANZ Tennis Hot Shots is an exciting tennis program for primary aged children that has been developed by Tennis Australia ("ANZ Tennis Hot Shots Program").
2. Below are (a) the terms and conditions for participation in the ANZ Tennis Hot Shots Program; (b) the terms and conditions for My Tennis registration; and (c) the terms and conditions for the free ANZ Tennis Hot Shots benefits offer.
3. Tennis Australia reserves the right to vary or amend these terms and conditions for operational, business, security or safety purposes at any time and any variation will be published at <http://hotshots.tennis.com.au>.

Terms and Conditions of Participation in the ANZ Tennis Hot Shots Program

As a parent/guardian enrolling your child into the ANZ Tennis Hot Shots Program you agree, on your child's behalf, to the conditions set out below:

- You consent to your child participating in the ANZ Tennis Hot Shots Program. You acknowledge that your child will be exposed to certain risks when participating in the ANZ Tennis Hot Shots Program including, but not limited to, physical injury.
- You consent to you and your child being bound by all Tennis Australia Limited (TA) policies and by-laws including the Member Protection Policy and the Disciplinary Policy available at <http://www.tennis.com.au/about-us/about-tennis-australia/policies>.
- You authorise any representative of TA to obtain any medical assistance, treatment and transport for your child as deemed reasonably necessary. You consent to any such medical treatment and/or transportation for your child. You acknowledge and agree that you will be responsible for any costs associated with any such medical treatment and/or transportation.
- You agree that your child is required to follow all lawful instructions and directions of TA while participating in the ANZ Tennis Hot Shots Program.
- You consent to TA, its Member Associations and its government and commercial partners, recording and photographing your child's participation in the ANZ Tennis Hot Shots Program. You agree that any such photographs, electronic images, sound recordings or video footage may be used by TA, its Member Associations and its government and commercial partners, in resources and reports, or promotional, advertising or marketing materials, without any further notice or payment to your child or yourself.
- In consideration of your child's participation in the ANZ Tennis Hot Shots Program, to the extent permitted by law, you agree to release and discharge TA and its directors, officers, employees, volunteers and agents, from all liability in respect of any loss or damage your child may suffer. Without limiting the foregoing, you also agree to release, defend, hold harmless and indemnify TA 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 your child's participation in the ANZ Tennis Hot Shots Program.
- You understand and agree that TA requires the information obtained in connection with your child's participation in the ANZ Tennis Hot Shots Program to organise and administer the ANZ Tennis Hot Shots Program and for related purposes including providing you with information in relation to the ANZ Tennis Hot Shots Program, the sport of tennis and promotional offers from TA and its program partners. You understand that the information may be used by TA, its Member Associations (such as Tennis NSW and Tennis Victoria), your child's coach, association, club or school and that you may access and update your child's personal information by contacting TA.

Warning under the Australian Consumer Law (For participants other than in South Australia or Victoria)

WARNING: You acknowledge that you engage in the Activity at your own risk. If you participate in the Activity your rights to sue the supplier under the Australian Consumer Law in the event you are killed or injured because the Activity was not supplied with due care and skill or was not reasonably fit for its purpose, are excluded, restricted or modified in the way set out in or on this form.

EXCLUSION OF GUARANTEES: The guarantees relating to the supply of services contained in Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law are hereby expressly excluded in respect of the provision of recreational services.

NOTE: The change to your rights, as set out in or on this notice, does not apply if your death or injury is caused by reckless conduct on the supplier's part. "Reckless conduct" is defined in section 139A of the Competition and Consumer Act 2010.

Warning under the Australian Consumer Law and Fair Trading Act 2012 (For participants in Victoria)

Under the Australian Consumer Law (Victoria), 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 and Fair Trading Act 2012, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you.

By ticking this box, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 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 and Fair Trading Act 2012.

Warning under the Australian Consumer Law (For participants in South Australia)

Your rights:

Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services), there is—

- a statutory guarantee that those services will be rendered with due care and skill; and
- a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights:

Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer).

If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.

Important

You do not have to agree to exclude, restrict or modify your rights by signing this form.

The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.

Even if you sign this form, you may still have further legal rights against the supplier.

A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights.

A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights:

By signing this form: I agree that the liability of Tennis Australia Limited and Tennis SA for any personal injury that may result to from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Terms and Conditions of My Tennis Registration

The 'My Tennis' terms and conditions of registration available at <http://www.tennis.com.au/clubs/my-tennis/privacy-and-security> apply to each use of the 'My Tennis' system (including but not limited to use of that system to register and apply for a ANZ Tennis Hot Shots benefits). By registering your child online as a participant you are agreeing to those terms and conditions.

Terms and Conditions relating to ANZ Tennis Hot Shots T-shirt (Gift)

1. Tennis Australia will provide the Gift to participants in the ANZ Tennis Hot Shots Program provided they register online for the first time at <http://hotshots.tennis.com.au> before 30 June 2015.
2. Participants are requested to only register online once. Only one Gift will be provided per registered participant.
3. Tennis Australia will forward the Gift and the participant's registration details to the participant's nominated coach, club or school. Following delivery of the Gift to the nominated coach, club or school the participant will need to collect their Gift from their nominated coach, club or school during their regular ANZ Tennis Hot Shots session.
4. Tennis Australia accepts no responsibility for the loss of the Gift, including but not limited to where such loss is due to incorrect or imprecise delivery or contact details provided in the registration form.
5. Tennis Australia makes no representations or warranties as to the quality, suitability or merchantability of the Gift.
6. To the full extent permitted by law, Tennis Australia excludes:
 - (a) any liability arising in relation to your use (or any third party's use) or possession of the Gift; and
 - (b) all representations, warranties, terms and conditions, whether express or implied (and including those implied by statute, custom, law or otherwise).
7. To the full extent permitted by law, Tennis Australia's cumulative liability to you for all claims relating to or connected with the ANZ Tennis Hot Shots Program and the Gift whether arising under contract, negligence, tort or statute or otherwise at all made by you or on your behalf, at the option of Tennis Australia, be limited to:
 - (a) if the claim relates to services, the re-supply of the service again or the payment of the cost of having the service supplied again; or
 - (b) if the claim relates to goods, the replacement of the goods or the supply of equivalent goods, the payment of the cost of such replacement, the repair of such goods, or the cost of such repair.
8. To the full extent permitted by law, the total liability of Tennis Australia under these terms and conditions will not exceed \$50.

