

ANZ Tennis Hot Shots Match Play Agreement ('Agreement') 2019-20

Tennis Australia Limited ("TA") has developed a Tennis Hot Shots Match Play Program designed to provide a quality competitive team tennis experience to children involved in the TA Hot Shots program. TA has worked with the Member State Associations (each an "MA") to facilitate the rollout of the Program at affiliated tennis clubs, centres and associations across Australia. This Agreement sets out the terms and conditions which apply to the delivery of the Tennis Hot Shots Match Play Program ("Program") by the Organiser. By signing up to the Program the Organiser agrees to comply with the terms and conditions set out below.

Obligations of the Organiser

The Organiser agrees to:

- (a) continue its affiliation with the MA;
- (b) conduct the Program in accordance with the modified formats associated with the program, as notified to the Organiser by MA from time to time;
- (c) comply with all TA policies, copies of which can be obtained at <http://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies>;
- (d) comply with TA screening requirements as prescribed within the Member Protection Policy, which requires all Organisers to at a minimum obtain and maintain the following:
 - a. Working with Children Check (or state equivalent) (**WWCC**);
 - b. National Police Check (**NPC**); and
 - c. annual completion and signature of a Member Protection Declaration (**MPD**),
- (e) nominate a Program coordinator (**Coordinator**);
- (f) ensure that the Coordinator and all other volunteers and other individuals involved in the running of the Program:
 - i. undertake Program training (either face-to-face or by reading the Program manual and watching video footage);
 - ii. comply with the terms of this Agreement;
 - iii. provide the Organiser with a current WWCC, NPC and signed MPD prior to commencement of the Program (not required for current TA qualified coach members). The Organiser must provide TA and MA with copies of WWCCs, NPC and MPDs upon request;
- (g) comply with any Program guidelines and policies issued by TA and the MA as provided to the Organiser;
- (h) provide TA with information relating to the Program if and when requested by TA;
- (i) the display of the Organiser's details and Coordinator's personal details (name, phone and email address) on the "Find a venue" section of the Tennis Hot Shots website (hotshots.tennis.com.au); and
- (j) meet any additional obligations stipulated to the Organiser by the MA.

The Organiser acknowledges that TA may conduct two reference checks on all Coordinators. Where requested, the Organiser agrees to provide assistance to TA in conducting the reference checks. TA may prevent the appointment of a Coordinator if, in its opinion, it would not be appropriate to appoint the Coordinator having regard to the reference checks and any other information uncovered in the screening process.

Benefits provided to the Organiser

In consideration of the Organiser complying with its obligations under this Agreement, TA and the MA will provide the Organiser with the following benefits:

- (a) materials, resources and equipment to enable the Organiser to conduct the Program;
- (b) competition management software to support the Program;
- (c) recognition of the Organiser as an official Program venue on the Program website;
- (d) Program specific value add-ons to assist with running the program (which may include, subject to availability, equipment or merchandise);
- (e) free participation for the Organiser's Coordinator and Program volunteers at yearly professional development training run by TA;
- (f) the ability to purchase discounted tennis equipment through the TA online store;
- (g) Program branding suite including logo and images; and

The opportunity for Program participants to win a "Kids on Court" experience at the Australian Open (AO), AO series events or other VIP tennis experience each year.

Logo and Branding



TA grants to the Organiser a licence to use the Program logo and images, in the form provided to the Organiser by TA in the branding suite (or any replacement logo/images notified by TA to the Organiser from time to time) on the Organiser's website, in the Organiser's newsletters, and subject to the written consent of TA, in other approved marketing and promotional material for the Program. The Organiser must only display, use or refer to the Program logo as approved by TA and in good faith so as to enhance and promote the goodwill and reputation of TA and the Program. It is imperative that TA protects its intellectual property and ensures consistent use of its brand. When making reference to the Program, the Organiser must use the full Program name (as notified by TA to the Organiser from time to time) in all promotional documents.

Term and Termination

This Agreement commences on the date that the Organiser submits its Hot Shots Match Play application form to TA and continues until it is terminated in accordance with this Agreement.

TA or MA may terminate this Agreement immediately if:

- (a) the Organiser, or the nominated Coordinator, breaches any of its obligations during the Term and the breach is not remediable or, if the breach is remediable, having received written notice of the breach has not remedied the breach within 14 days; or
- (b) the Organiser, or the nominated Coordinator, engages in conduct which has brought, brings or would have the tendency to bring TA, MA or the sport of tennis into disrepute or, which is or would have the tendency to be inconsistent with, contrary to or prejudicial to the best interests, image or values of TA, MA or any TA or MA sponsors.

If the Organiser no longer wishes to participate in the Program it can terminate this Agreement by providing TA and MA with written notice.

If this Agreement is terminated for any reason or the Organiser discontinues from the Program, the Organiser must not make any further public representation(s) as to its continued involvement with the Program. TA or MA may request that the Organiser return specific promotional items (e.g. banners, posters and signs) and the Organiser must comply with any such requests immediately. If the Organiser fails to comply with such request, TA and/or MA reserve the right to collect and remove promotional items relating to the Program from the Organiser.

Assumption of Risk and Insurance

The Organiser agrees to carry and accept all risks in the running of the Program. The Organiser must maintain public liability insurance for an amount of \$20m per occurrence during the Term to the satisfaction of TA, and if requested, provide certificates of currency to TA. The Organiser is responsible for ensuring that any coaches or other volunteers involved with the Program are covered by the Organiser's insurance (or carry their own insurance).

Consent to use of Image

In consideration of the Organiser's participation in the Program, the Organiser consents, and agrees to procure the consent of all participants in the Program, to TA and MA taking, retaining and reproducing images or likeness' obtained during the participants' participation in the Program in photographs, electronic images, sound recordings and video footage and to use such images or likeness' for the purposes of any TA and MA promotional, advertising, research or marketing materials (including for the promotion of the Program).

Privacy

We collect personal information to provide our products and services. When you provide personal information you agree that this will be used by Tennis Australia and other Australian Tennis Organisations under the terms of the tennis [privacy policy](#) and that you may be sent information. Personal information may also be disclosed under the terms of the tennis privacy policy to third parties such as our service providers, who may be located overseas including in the USA and the Netherlands. The tennis privacy policy contains information about how you may access and seek correction of your personal information, how you can complain about a breach of your privacy, and how the complaint will be dealt with. It also contains information about how you may opt-out of receiving direct marketing communications. Without limiting any of the above, each Organiser'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 ANZ Tennis Hot Shots. If an Organiser's details change (including information relating to that Organiser's conduct of the ANZ Tennis Hot Shots Program, such as times and venues, or their contact details), the Organiser must promptly email play@tennis.com.au with the relevant updated information.



