

CARDIO TENNIS PROGRAM TERMS & CONDITIONS 2019-20

Tennis Australia Limited ("**Tennis Australia**") owns the exclusive right in Australia to promote and conduct a physical fitness program featuring tennis training and drills known as "Cardio Tennis" ("**Cardio Tennis Program**").

The Cardio Tennis Program can only be delivered by Tennis Australia qualified coach members who have purchased the Cardio Tennis upgrade within Coach Membership ("**Deliverer**").

By registering to be a Deliverer, each Deliverer agrees to the following terms and conditions ("**Terms and Conditions**"):

1. Registration

1.1 Tennis Australia may accept or reject this application for registration in its absolute discretion. It is the Deliverer's responsibility to ensure that they have met and continue to meet the requirements specified in these Terms and Conditions.

1.2 If the Deliverer breaches any of these Terms and Conditions or fails to meet any of the requirements described in these Terms and Conditions, Tennis Australia may, in its absolute discretion, suspend or terminate the registration.

1.3 Without limiting the foregoing, Tennis Australia reserves the right to reject an application for registration or suspend or cancel an existing registration if the Deliverer has delivered or is delivering any coaching activity that is not endorsed by the Australian Sports Commission, National Coaching Accreditation Scheme, International Tennis Federation or Tennis Australia.

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

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

2. Deliverer's responsibility for Deliverer's assistant deliverers and volunteers

2.1 The Deliverer must:

(a) ensure that all assistant coaches/deliverers ("**Assistant Deliverers**") that will be involved in any way with the Deliverer's conduct or administration of or participation in the Cardio Tennis Program:

- i. are supervised by a Tennis Australia coach member (fully qualified members only); and
- ii. have gone through the screening requirements set out in section 5 of the Member Protection Policy;

(b) ensure that each Assistant Deliverer and/or any volunteers helping with the running of the Cardio Tennis Program complies with these Terms and Conditions as if they were a party to these Terms and Conditions (including the training and educational requirements). Each Deliverer 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 the Assistant Deliverers) as if such act or omission was performed or done by the Deliverer him/herself.

3. Deliverer Requirements

3.1 The Deliverer must:

(a) ensure their implementation and conduct of the Cardio Tennis Program:

i. complies with all relevant policies, procedures and other guidelines developed and notified by Tennis Australia to the Deliverer (including through the online "Bounce" resource), including the Cardio Tennis Quality Standards and the Cardio Tennis Brand Guidelines, which may be updated or replaced by Tennis Australia from time to time;

ii. unless otherwise approved by Tennis Australia in writing, uses and implements the Cardio Tennis activities, drills and workout plans described in the official Cardio Tennis App developed by Tennis Australia, and faithfully and accurately use such drills without substantial alteration or change. Relevant documents outlining these requirements are available on the "Bounce" website, and may be updated or replaced by Tennis Australia from time to time; and

- iii. meets or exceeds the Cardio Tennis Quality Standards, which may be updated or replaced by Tennis Australia from time to time (a current copy of which is available on the "Bounce" website);
- (b) honour all Cardio Tennis marketing and advertising promotions conducted by Tennis Australia, including all vouchers or other promotional deals offered by Tennis Australia in relation to the Cardio Tennis Program (i.e. 2 for 1 deals, "bring a friend" and free workout vouchers) when applicable;
- (c) on request from Tennis Australia, provide to Tennis Australia specific details of:
 - i. the number, frequency and volume of participants in the Cardio Tennis Program conducted by the Deliverer (such details to be provided in a form acceptable to Tennis Australia); and
 - ii. contact details of participants to enable Tennis Australia to advise such participants of promotions, events, special offers and other like activities offered by Tennis Australia or its stakeholders (subject to the terms set out in the Privacy Statement below);
- (d) comply with the following risk management and other requirements at all times whilst conducting, administering, implementing, promoting and advertising the Cardio Tennis Program:
 - i. all Deliverers must be Tennis Australia Coach Members;
 - ii. all Deliverers must continue to satisfy the Cardio Tennis educational and training requirements and standards prescribed by Tennis Australia from time to time (including by attending the prescribed number of Cardio Tennis workshops);
 - iii. all Assistant Deliverers must satisfy any Cardio Tennis educational and training requirements and standards prescribed by Tennis Australia from time to time (including by attending the prescribed number of Cardio Tennis workshops).
- (e) allow their details to be published by Tennis Australia on the official Cardio Tennis website managed by Tennis Australia and the online "Find a Workout" facility operated by Tennis Australia, as further described in the section "Privacy Statement" below;
- (f) exercise the rights granted to the Deliverer in these Terms and Conditions in a manner which is consistent with the good name, goodwill and reputation of Tennis Australia and the Cardio Tennis Program and otherwise not do anything which may adversely affect the reputation of Tennis Australia or the Cardio Tennis Program;
- (g) comply with the reasonable directions and other requirements of Tennis Australia as notified by Tennis Australia to the Deliverer from time to time (including where Tennis Australia makes such directions and requirements available on the "Bounce" website);
- (h) ensure that all children aged under 18 years of age have written parental/guardian consent before participating in the Cardio Tennis Program;
- (i) advise all pregnant women who want to participate in the Cardio Tennis Program that it is each participant's own responsibility to consult with their doctor to ensure they are physically able to participate in the Cardio Tennis Program; and
- (j) treat all Cardio Tennis materials as confidential information belonging to Tennis Australia, and not share or modify those materials for use in any competing program.

4. Branding Guidelines

4.1 It is imperative that Tennis Australia protects its intellectual property and ensures consistent use of its brand/s. The Deliverer must use the full program name of "Cardio Tennis" in their promotion, marketing and advertising of their conduct of the Cardio Tennis Program (e.g. club website). If Tennis Australia changes the name of the program, or announces a new sponsor for the program, the Deliverer must update all promotional, marketing and advertising of the Cardio Tennis Program in accordance with the directions of Tennis Australia. If the Deliverer is involved in the Cardio Tennis Challenge, the Deliverer must use the full title "Cardio Tennis Challenge" when referring to that activity. Tennis Australia will provide a

range of marketing collateral and merchandise branded with the Cardio Tennis logo for use in conduct and promotion of the Cardio Tennis Program.

5. Integrated Logo Guidelines

5.1 Each Deliverer is granted the right to use the approved Cardio Tennis Integrated Logo for their advertising and promotional material, in accordance with the following conditions:

- (a) Tennis Australia grants to the Deliverer a licence to use the Cardio Tennis Integrated Logo (as provided to the Deliverer and amended by Tennis Australia from time to time, or such other Tennis Australia logo nominated by Tennis Australia from time to time) ("**Integrated Logo**") on the Deliverer's advertising and promotional material that complies with (b) to (g) below.
- (b) The Deliverer must only display, use or refer to the Integrated 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 Cardio Tennis Program.
- (c) The Integrated Logo must be used in connection with the Cardio Tennis Program only in accordance with Tennis Australia's Cardio Tennis Integrated Brand Guidelines (as notified to the Deliverer and amended by Tennis Australia from time to time) including when the Deliverer 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 Cardio Tennis Integrated Brand Guidelines must be adhered to, and is available on the "Bounce" website.
- (d) In using the Integrated Logo, the Deliverer must comply with any reasonable directions and conditions of Tennis Australia. Tennis Australia may conduct random audits to ensure compliance with Integrated Brand Guidelines and the requirements of this section "Integrated Logo Guidelines".
- (e) The Integrated Logo cannot be altered or modified in any way and must only be used in accordance with these Terms and Conditions.
- (f) The Deliverer must only use marketing collateral and merchandise that correctly incorporated the Integrated Logo in connection with the Cardio Tennis Program. The Deliverer must not use any marketing collateral or merchandise that features the old Cardio Tennis Logo.
- (g) Tennis Australia reserves the right to revoke the Deliverer's right to use the Integrated Logo at any time. Reasons for revocation may include, but are not limited to, a failure by the Deliverer to adhere to the above requirements. If this occurs, or if the Deliverer's Cardio Tennis Program registration is not renewed, or is suspended or terminated, the Deliverer must immediately cease all use of the Integrated Logo and all Cardio Tennis Program branding and program materials.

6. Cardio Tennis Ambassadors

6.1 If the Deliverer is selected by Tennis Australia to be a Cardio Tennis Ambassador (Ambassador) and agrees to perform that role, the Ambassador must:

- (a) engage in the specific activities requested by Tennis Australia to promote and the key program messaging;
- (b) use any marketing materials and other products and materials provided by either Tennis Australia or to promote Cardio Tennis; and
- (c) notify Tennis Australia immediately if there is any reason why he or she is not a fit and proper person to act as an Ambassador and represent the Cardio Tennis brand.

6.2 TA may terminate an Ambassador's right to act as an ambassador at any time.

6.3 If an Ambassador's role is terminated or otherwise comes to an end, he/she must immediately cease to use the 'Cardio Tennis' brand and all associated program and marketing materials.

7. Brand Protection Requirements

7.1 All Deliverers and Ambassadors are required to:

- (a) comply with TA's direction in respect of the method of delivery of the Program;

- (b) comply with the Integrated Logo Brand Guidelines (if any); and
- (c) conduct the Cardio Tennis Program, and anything related thereto, in a professional and safe manner consistent with best practices in the industry, and in compliance with all applicable rules, regulations and laws.

8. Tennis Australia Policies

8.1 The Deliverer 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 and tennis.com.au/about-tennis-australia/reports-and-policies/policies.

9. Member Protection Declaration, Working with Children Check, National Police Check

9.1 A Member Protection Declaration must be signed by the Deliverer 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 Deliverer 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 Deliverer's working with children status, that Deliverer's Coach registration may be suspended or cancelled in accordance with the Conditions of the TA Coach Membership Program.

9.2 The Deliverer is responsible for ensuring any assistant coaches or volunteers helping with running the ANZ 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 Deliverer's registration.

10. Insurance

10.1 Each Deliverer is responsible for ensuring that any assistant coaches and volunteers (including Assistant Deliverers) that are helping on-court with running the program are covered by the Deliverer's insurance (or carry their own insurance).

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

11. Indemnity and Release

11.1 The Deliverer 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 Deliverer (or a subcontractor, employee, agent, volunteer or Assistant Deliverer) in connection with the Cardio Tennis Program;
- (b) any illness or injury to, or any loss of or damage to any property of, the Deliverer or a participant of the Cardio Tennis Program; or
- (c) any breach by the Deliverer of these Terms and Conditions.

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

- (a) any loss of or damage to any property of the Deliverer or any property for which the Deliverer is responsible in connection with the Cardio Tennis Program; or
- (b) any injury or illness or death of the Deliverer or any participant in the Cardio Tennis Program.

11.3 The indemnities and releases set out above survive the expiry or termination of the Deliverer's registration and these Terms and Conditions.

12. Privacy

12.1 To consider, process and administrate each Deliverer's registration and to provide each Deliverer with information in relation to the Cardio Tennis Program and other related purposes, Tennis Australia needs to collect personal information about the Deliverer. When providing personal information, the Deliverer 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, which contains information about how the Deliverer may access and seek correction of his/her personal information or complain about a breach of privacy, and how Tennis Australia will deal with that complaint. If the Deliverer does not agree, the Deliverer must not provide his/her personal information, and the Deliverer may be unable to access the Cardio Tennis Program and all of our products and services. Tennis Australia and other Australian Tennis Organisations may disclose the Deliverer'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 privacy policy. Tennis Australia and other Australian Tennis Organisations may use and disclose the Deliverer's personal information for direct marketing purposes regarding the Cardio Tennis Program and the products and services the Deliverer signs up to receive, unless the Deliverer opts-out (which can be done at any time in accordance with the tennis privacy policy).

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

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

(a) the Deliverer 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:

i. been informed of and accepted the privacy policy located at www.tennis.com.au/privacy and privacy statement located at www.tennis.com.au/privacy-statement; and

ii. given prior written consent to the provision of the Third Party Personal Information to Tennis Australia by the Deliverer.

13. Discontinuation from the Program

13.1 If a Deliverer discontinues from the Cardio Tennis Program at any stage, he/she must not make any public representation(s) as to his or her continued involvement with the program. Tennis Australia may request that the Deliverer return specific promotional items to it (e.g. banners and posters) and the Deliverer must comply with any such requests immediately.

15. Variation of these Terms and Conditions

15.1 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.